



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

**REQUEST FOR PROPOSALS (RFP) NO:
PRDE-OSIATD-2022-001-WIRELESS EQUIPMENT AND SERVICES II**

EVENT	DATE/TIME*
Publication and Posting of RFP	Thursday, February 16, 2023
Deadline for Vendors to Submit Questions regarding RFP	Thursday, February 23, 2023, 4:00PM
Responses to Vendor RFP Questions Posted on PRDE Website	Monday, February 27, 2023
PROPOSAL DEADLINE	Friday, March 10, 2023, 4:00PM

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

LATE PROPOSALS WILL NOT BE ACCEPTED

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

- One (1) Signed Original Proposal in a 3-Ring Binder, clearly marked as the Original
- One (1) Exact Copy of the Original Proposal on a Jump Drive, including Financial Statements included with the Original Proposal
- One (1) Exact Copy of the Original Proposal submitted by shared document link emailed to RFP-Wifi-II@de.pr.gov. (Email address includes roman numeral II) The digital version of the proposal must not be protected with a password.

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

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

All Proposer questions should be in writing and emailed to: RFP-Wifi-II@de.pr.gov. (Email address includes roman numeral II)

This RFP, all attachments and any addenda are available for download at: <https://de.pr.gov>

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

REQUEST FOR PROPOSALS (RFP) NO PRDE-OSIATD-2022-001
WIRELESS EQUIPMENT AND SERVICES II

February 16, 2023

TO PROSPECTIVE PROPOSERS:

The Commonwealth of Puerto Rico Department of Education (the “Department” or “PRDE”) is requesting proposals for cloud-based indoor and outdoor wireless equipment, enclosures, cabling drops, network switches, UPS units and related services in response to the above-referenced Request for Proposals (RFP). Notice of the RFP is published in the newspapers *El Vocero de Puerto Rico* and *Primera Hora* on February 16, 2023, and on the PRDE website and the ASG Registro Único de Subasta (RUS) portal.

Proposers are requested to submit proposals for PRDE wireless equipment and services to be provided under the direction of the Office of Information Systems and Technological Support for Teaching (“OSIATD”) during the term of the awarded contract. Each proposal must be in the format specified in the RFP, must include all required submittals specified in the RFP and be submitted by the deadline set forth on the cover page of the RFP. The Department intends to award a contract to one or more Proposers selected to provide the equipment and services described in the RFP.

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

Sincerely,

MARIE ORTIZ SÁNCHEZ
Chief Information Officer

1. INTRODUCTION

1.1. ABOUT THE PUERTO RICO DEPARTMENT OF EDUCATION

The Puerto Rico Department of Education (the “Department” or “PRDE”) is the government agency that operates and manages 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 (ESTIMATED COUNT)	
Students:**	251,385
Schools:	879
Teachers:	30,000
Regional Education Offices:	7
**Based on Student Information System on 01/23/23.	

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

1.2. RFP OBJECTIVES

The equipment and services described in this RFP shall be procured/performed on behalf of the Office of Information Systems and Technological Support for Teaching (“OSIATD”) for all the Department’s schools and non-instructional facilities.

In 2021, PRDE officially started the implementation of a WIFI Project to install wireless equipment in the Department’s 857 schools, 15 Proyecto CASA Schools, 7 Escuelas Pública Alianza (Charter Schools), and approximately 51 non-instructional facilities. The project also included managed wireless support and onsite warranty services for three years, and technical training to OSIATD technicians. The contract with the service provider for these services expired on April 20, 2022. Although the majority of the work was completed under that contract, there are still approximately 72 sites, and 1238 school classrooms to be completed.

The Department is requesting proposals pursuant to RFP NO. PRDE-OSIATD-2022-001-WIRELESS EQUIPMENT AND SERVICES II (hereinafter, this “RFP”) to complete the installation of wireless equipment and enclosures in the remaining schools and administrative facilities. In addition, the Department is requesting proposals to install cabling drops, network switches and UPS units needed for the sites covered by this RFP. This RFP also includes maintenance

services for all equipment installed as part of the original WIFI Project and this RFP.

1.3. CONTRACT REQUIREMENT

The Department intends to award a contract to one (1) or more Proposers selected to provide the equipment and services requested in this RFP. The term of the contract is expected to be for approximately 5-6 months (from the date of contract execution through September 30, 2023), with two (2) one-year renewal options. The selected Proposer(s) will be required to accept the award in writing and execute a contract containing, among other things, the general terms and conditions set forth in Section 7 of this RFP. In the event the Proposer and the Department fail to reach agreement as to the terms and conditions of the contract, the Proposer's award of the contract shall be revoked by the Department.

1.4. FUNDING

On April 30, 2018, the U. S. Department of Education ("USDE") 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.

Since all of the PRDE sites could not be completed under the WIFI I Project, an extension of the Restart funds awarded for this project was granted on August 9, 2022 until September 30, 2023 to complete the remaining PRDE facilities. The fixed Restart funds allocated for the wireless equipment and other related services are sufficient to cover all costs of the new one-year contract.

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

- Rebuilding school district communication and information networks, including restoring Internet connectivity by rewiring routers, switches, hubs, computers, and printers;
- Replacing homework software systems;
- Replacing wireless network connectivity for portable classrooms;
- Replacing technology equipment, including phone and intercom systems;
- Hiring additional technical staff to install wiring, hardware, and software;

- Replacing services for off-site electronic data storage;
- Purchasing data recovery for hard files;
- Providing additional hardware and software programs for use in tutorial and remedial programs;
- Recovering and expanding student progress monitoring systems;
- Recovery of student and personnel data, and other electronic information;
- Replacement of school district information systems, including hardware and software;
- Financial operations;
- Initial replacement of instructional materials and equipment, including textbooks;
- Redeveloping instructional plans, including curriculum development; and
- Initiating and maintaining education and support services.

1.5. PRDE RIGHTS

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

1. Reject any or all proposals;
2. Amend and/or correct errors in this RFP;
3. Modify, delete or waive any requirement of the RFP during the competitive bidding process or contract negotiation;
4. Cancel or suspend the RFP for any reason, including for convenience of the Department, and/or reduce the scope of services;
5. Issue one (1) or more subsequent RFPs for the same services;
6. Extend the deadline for submitting proposals;
7. Appoint an evaluation committee to review proposals and make Proposer selections;
8. Seek the assistance of technical experts to review proposals and make recommendations;
9. Invite one or more Proposers for presentations and negotiations after review of proposals;
10. Negotiate with any, all, or none of the Proposers;
11. Solicit best and final offers (BAFO) from all, some or none of the Proposers;
12. Award a contract to one (1) or more Proposers;
13. Award a contract without discussions or negotiations;
14. Award a contract for longer or shorter terms and/or with options to renew;

15. Investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by a Proposer and require additional evidence of qualifications to perform the services or supply the products described in this RFP;
16. Investigate the qualifications of Proposers and any subcontractors proposed by Proposers;
17. Waive informalities or irregularities in proposals;
18. Disqualify Proposers for non-responsiveness or proposal deficiencies;
19. Renegotiate or revise the contract terms based upon rule changes prior to and/or after the award of the contract;
20. Disqualify proposals if there is evidence of collusion with intent to defraud or other illegal practices on the part of any Proposers;
21. If any Proposer selected for award refuses to execute the contract arising from this procurement, the Department shall have the right to order the execution of the Proposal Guarantee (Bid Bond) in order to cover the difference between the Proposer's cost and the cost proposed by the next qualified Proposer, as well as to cover other damages and direct expenses of the Department;
22. Terminate the awarded contract at any time, with or without cause; and
23. Exercise any other right or take any other action allowed by law or recommended by legal counsel.

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2. COMPETITIVE PROPOSAL SCHEDULE AND PROPOSER QUESTIONS

2.1. TIMELINE

The PRDE intends to follow the schedule set forth on the cover page of this RFP, which is incorporated herein by this reference, but reserves the right to make schedule adjustments at the sole convenience of the Department. It is responsibility of interested Proposers to check the PRDE website regularly for updates.

2.2. RFP QUESTIONS

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

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

During the competitive proposal period, general questions and/or general requests for information or clarification concerning this RFP must be in writing and emailed to RFP-Wifi-II@de.pr.gov. Questions sent to other email addresses will not be answered. All responses will be posted on the PRDE website at <https://de.pr.gov>. Oral responses or clarifications made by any PRDE employee will not be binding on the Department.

2.3. OTHER PROPOSER QUESTIONS AND COMMUNICATIONS

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.

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3. PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS

3.1. PROPOSAL PREPARATION

Proposals are to be prepared in conformity 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.

Proposals must be submitted by the deadline established in the RFPs. The Evaluation Committee shall not consider any proposals received after the deadline.

Each Proposer shall be responsible for all 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).

3.2. PROPOSAL FORMAT

Proposals shall be in the format and submitted in the quantities specified on the cover page of this RFP and outlined in **APPENDIX I** (Proposal Submittal Checklist and Proposal Forms) attached to this RFP. **Upon receipt, the envelope containing the original signed proposal at PRDE shall be marked indicating the date and time the proposal was received, which shall constitute the official date and time of delivery of the proposal. The hard copy of the proposal shall be considered the official proposal for purposes of verifying compliance with the filing deadline.** The electronic proposal and the proposal on the Jump Drive must be accurate and complete copies of the original signed proposal documents delivered to OSIATD.

In the event that for any reason, an original signed proposal has been received by OSIATD by the deadline, but the electronic proposal has not been received, the Proposer will be notified and given a limited, specified amount of time to deliver the copy by email.

The failure of a Proposer to comply with the proposal quantity, format and deadline requirements will be sufficient grounds for disqualification.

3.3. PROPOSAL SUBMITTALS

Each proposal shall include the submittals outlined in this section. For convenience and reference, a Proposal Submittal Checklist is included in **APPENDIX I** (Proposal Submittal Checklist and Proposal Forms) attached to this RFP. **Any Proposer that fails to include submittals marked “Mandatory” shall be automatically disqualified from consideration for a contract award.**

Proposal shall include each of the following submittals:

3.3.1. TAB 1: Cover Letter

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

3.3.2. TAB 2: Proposal Signature Page (Mandatory) – Refer to APPENDIX I, FORM 1

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

3.3.3. TAB 3: Equipment and Service Proposal, including Project Plan and Deployment Schedule (Mandatory) – Refer to APPENDIX II

Each Proposer submitting a proposal must provide the information outlined in **APPENDIX II** (Equipment and Service Proposal, including Project Plan and Deployment Schedule). In addition, Proposers must include a project plan and deployment schedule with proposed dates for the distribution of the wireless equipment devices. **The failure to respond fully to each question and information requested in APPENDIX II shall result in the automatic disqualification of the Proposer from further consideration of a contract award.**

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

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

Proposers shall separately identify all federal and state taxes, fees and surcharges that apply to the proposed services. If a tax or charge is based on a specific percentage, include an estimate of the total charges based on the applicable percentage. Proposer pricing shall be subject to the following terms and conditions:

- i. Best Proposer Rates. Proposers are expected to propose their very best prices and to the extent possible, reflect any anticipated price reductions from technology advancements and marketplace efficiencies in their pricing.
- ii. Firm Price Commitment. Each Proposer agrees that its pricing shall remain firm and effective for 180 days from the date of submission.
- iii. 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.
- iv. No Minimum Service Commitment. Proposer pricing may not be subject to, or contingent upon, a minimum service commitment by the Department.

3.3.5. **TAB 5: Non-Collusion Affidavit (Mandatory) – Refer to APPENDIX I, FORM 3**

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

3.3.6. 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:

- i. 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;
- ii. An irrevocable letter of credit issued by a financial institution authorized to do business in the Commonwealth of Puerto Rico; or
- iii. A money order or certified check issued to the Commonwealth of Puerto Rico Secretary of Treasury.

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

3.3.7. TAB 7: Proposer Questionnaire - Refer to APPENDIX I, FORM 4

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

3.3.8. TAB 8: Corporate Resolution

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

3.3.9. TAB 9: Proposer Experience History – Refer to APPENDIX I, FORM 5

Each Proposer shall include a completed Proposer Experience History Form attached hereto as **APPENDIX I** (FORM 5), identifying a minimum of three (3) clients from projects of similar scope and comparable size for which the Proposer has experience providing the proposed services.

3.3.10. TAB 10: Proposer References – Refer to APPENDIX I, FORM 6

Proposer shall include a completed Proposer Reference Form attached hereto as **APPENDIX I** (FORM 6), identifying a minimum of three (3) references from programs of similar scope and magnitude for which the Proposer is currently providing services similar to the services required herein, or has provided such services within the last five (5) years.

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

References which are not received prior to the proposal response due date and time will receive a score of "0" for that reference. References outside the five (5) years will also receive a score of zero (0) points.

3.3.11. TAB 11: Designation of Subcontractors - Refer to APPENDIX I, FORM 7

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 I** (FORM 7), 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.

3.3.12. **TAB 12: Certificate of Insurance Coverage - Refer to APPENDIX I, FORM 8**

Evidence of current insurance coverage shall be submitted on the form attached as **APPENDIX I** (FORM 8) to this RFP. If Proposer's current coverage does not meet the requirements stated in this RFP, the Proposer shall include a statement of a commitment to acquire the required insurance coverage, should it be awarded a contract for these services.

(a) Workers' Compensation and Employers' Liability Insurance

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

(b) Commercial General Liability Insurance

Commercial General Liability Insurance or equivalent with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 (\$2,000,000.00) in the aggregate for bodily injury, products and complete operations, personal injury and property damage liability, and not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) for fire damage. Coverage shall be for each occurrence and shall include, but not be limited to all operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion) and defense.

(c) Automobile Liability Insurance

Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with any contract, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

(d) Professional Liability with Technology Errors and Omissions Coverage

Technology errors and omissions insurance coverage in the amount of at least One Million and 00/100 Dollars (\$1,000,000.00) covering Proposer and its employees. If insurance is on a claims-made basis, coverage must be in place for a minimum of three (3) years beyond the termination of the contract, including any renewal periods. Subcontractors working under the contract must also carry One Million and 00/100 Dollars (\$1,000,000.00).

(e) Additional Insured

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

- i. Breach of warranty
- ii. Waiver of Subrogation's Clause (Waiver and/or Release of Subrogation)
- iii. Additional Insured Clause
- iv. Hold Harmless Agreement
- v. 90 Days' Notice of Cancellation, of Material Change or Non-renewal

(f) Insurance Certificate

The insurance company, or its representative, shall submit an insurance certificate evidencing all coverage as required hereunder in the contract and indicating the Additional Insured status as required therein. The Department will not pay the Proposer for any services if satisfactory proof of insurance is not provided prior to the commencement of services.

(g) General

- i. 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.
- ii. Any failure of the Department to demand or receive proof of insurance coverage shall not constitute a waiver of Proposer's obligation to obtain the required insurance. The receipt of any certificate does not constitute an agreement by the Department that the insurance requirements in the contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all contract requirements.
- iii. The Proposer's failure to carry or document required insurance shall constitute a breach of the Proposer's agreement with the Department. Non-fulfillment of the insurance conditions may constitute a violation of the contract, and the Department retains the right to stop services until proper evidence of insurance is provided, or the contract may be terminated. Department will not pay the Proposer for any services if satisfactory proof of insurance is not provided before the commencement of services.
- iv. Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Proposer. Any insurance or self-insurance programs maintained by the Department of Education do not contribute with insurance provided by the Proposer under the contract.

- v. All subcontractors are subject to the same insurance requirements of Proposer unless otherwise specified in the contract. The Proposer shall require any subcontractors under the contract to maintain comparable insurance naming the Proposer, the Department inclusive of its members, employees and agents, and any other entity designated by the Department, as Additional Insureds. The Proposer will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.
- vi. The coverage and limits furnished by Proposer in no way limit the Proposer's liabilities and responsibilities specified within the contract or by law. The required insurance is not limited by any limitations expressed in the indemnification language in the contract or any limitation placed on the indemnity in the contract given as a matter of law.
- vii. The Proposer agrees that insurers waive their rights of subrogation against the Department.
- viii. Upon Department request, Proposer and/or its subcontractors shall promptly provide a certified copy of any applicable policy of insurance.
- ix. The Department reserves the right to modify, delete, alter or change insurance requirements at any time.

3.3.13. **TAB 13: Disclosure of Recent Legal Actions and Government Sanctions**

(a) Recent Legal Actions

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

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

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

(b) Government Sanctions

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

3.3.14. **TAB 14: Service Level Agreement - Refer to SECTION 5**

The Proposer shall include its Service Level Agreement ("SLA") for the services proposed in response to this RFP. The SLA shall define the levels of service expected for the various areas of service performed, divided into priorities according to importance to the supported systems or functions. The SLA shall include all of the information required in **SECTION 5** to this RFP and incorporated by reference herein. The Department reserves the right to negotiate with Proposer, before or after awarding the RFP, any of the terms of the SLA.

3.3.15. **TAB 15: (A) Bidders Registry - Eligibility Certificate and (B) PRITS Technology Provider Registration**

- (a) Bidders Registry. Proposers should include with their proposal a current Eligibility Certificate evidencing the Proposer's inclusion in the General Services Administration Registry of Eligible Government Providers (*Registro Único de Licitadores*, "RUL") or evidence of request for inclusion in said Registry. If a Proposer does not have a current Eligibility Certificate, they should include an acknowledgement in their response that they are required to present a valid Eligibility Certificate prior to signing a contract with PRDE, if selected. Proponents can access the RUL through the following link: <https://registros.asg.pr.gov>.

- (b) PRITS Technology Provider Registration. Proposers should include with their proposal a certificate evidencing registration with PRITS as a Technology Provider.

3.3.16. TAB 16: W-9 Taxpayer Identification Number and Certification (IRS)

Proposers must include a properly completed W-9 available at <https://www.irs.gov/forms-pubs/about-form-w-9>.

3.3.17. TAB 17: Financial Statements

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

3.3.18. TAB 18: Joint Venture (if applicable)

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

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4. REQUESTED EQUIPMENT, SOFTWARE AND SERVICES

4.1. OVERVIEW OF CURRENT ENVIRONMENT

4.1.1. Installed Equipment. Under the prior WIFI contract and related services, 830 schools and 34 Non-Instructional Facilities received the following equipment and services:

- 33,145 access points and enclosures
- 44,509 cable drops
- 4,000 new UPS and configuration services
- 6,500 new switches and configuration services
- 894 heatmaps, site surveys and design
- 864 Floorplans (approximately 240 new floorplans created)

4.1.2. Current Unused Inventory. The chart below identifies the equipment purchased under the prior contract that is available for installation in the remaining sites. **Proposers are expected to take into consideration the current inventory counts when pricing new equipment, to optimize the Department's prior investment.**

DESCRIPTION	MODEL	QUANTITY
SFP	Meraki Fiber 1GB-SX	118
SFP	Meraki Copper 1GB-TX	65
SFP	Meraki 1GB -LX10	12
SFP	Juniper Copper 1GE-TX	124
SFP	Juniper Fiber 1GE-SX	47
SFP Cable	Meraki 40GbE Cables	8
SFP	Meraki 10GB-LR Fiber	114
UPS	Vertiv 1500 VA	510
Access Point Internal	Meraki MR42	5,765
Access Point External	Meraki MR76	651
Antenna	Meraki MR76 Antenna	1316
Patch Cables	3 Feet	2952
Patch Cables	4 Feet	3477
AP Enclosure	Oberon 1015C Wall Mount	4826
AP Enclosure	Oberon 1021 External AP	428
AP Enclosure	Oberon 1047 Drop Ceiling	70

4.2. REQUESTED SOLUTION

4.2.1. New Schools and Non-Instructional Facilities. The Department is interested in purchasing the estimated equipment set forth below for

the 61 schools and 11 non-instructional facilities that were not started under the initial WIFI contract. Information regarding these facilities is set forth on **APPENDIX III (A)**. For pricing, Proposers should assume 90% of the access points for these sites should be inside devices, and 10% outside.

- 3 switches per facility, for an estimated total of 216
- 3 UPS units per facility, for an estimated total of 216
- 2,880 access points and enclosures for 72 sites
- 2,880 cable drops for 72 sites

4.2.2. Schools With Unfinished Rooms. The Department is interested in purchasing the estimated equipment set forth below for the 205 schools that were not finished under the initial WIFI contract. Information regarding the specific schools is set forth on **APPENDIX III (B)**. For pricing, Proposers should assume 90% of the access points for the unfinished schools should be inside devices, and 10% outside.

- 1 switch per school, for an estimated total of 205
- 1 UPS per school, for an estimated total of 205
- 1,238 access points and enclosures for 205 schools
- 1,238 cable drops for 205 schools

Proposers will be expected to install access points, enclosures, switches, and UPS units from current inventory.

4.2.3. Warranty Maintenance Services. Proposers should include pricing for providing warranty maintenance services for all equipment installed under the initial WIFI contract and to be installed under this RFP. These services should be priced separately for the one-year contract and each of the two one-year renewal options.

4.2.4. General Requirements.

The selected Proposer will be required to complete installations and services in accordance with the following specifications:

- i. Conduct an onsite survey of each facility
- ii. All surveys and site work (including construction and drilling) must be coordinated with facility Directors or Supervisors
- iii. All work must be performed during hours approved by the facility Directors or Supervisors (e.g., drilling may only be permitted after hours or during weekends at some sites)

- iv. Create a high level design using current facility floorplan; if a floorplan is not available, selected Proposer must create one
- v. The updated floorplan must be uploaded into PRDE SharePoint
- vi. Selected Proposer must also prepare and submit a HeatMap design to OSIATD for review and approval for each building
- vii. After each design is approved, the selected Proposer must install the access points and enclosures in accordance with the design
- viii. After installations are complete, the selected Proposer must submit and upload in PRDE’s SharePoint an As-Built drawing, indicating installation and all variances
- ix. All installations must be in accordance with OSIATD standards established for the WIFI I project
- x. Meraki Dashboard is the tool used by PRDE to manage all facility switches and access points. The selected Proposer must register each installed device with the proper naming convention established by the Department
- xi. An installation is not complete until the selected Proposed confirms installed devices are communicating properly on the WIFI network and internet, and other PRDE facilities.

The following requirements must be met for a proposal to receive points during the evaluation. Each Proposer is expected to submit completed charts set forth on **APPENDIX II** and disclose compliance or variances, as appropriate.

DESCRIPTION/REQUIREMENTS	MANDATORY FOR POINTS
Indoor access points (AP) should be 3x3 MIMO or better providing 100% wireless coverage for classrooms, offices, sports & recreational areas.	YES
Outdoor access points should be 2x2 MIMO or better.	YES
AP enclosures for environmental and security protection (Rugged housing with security mounting solution)	YES
Integrated Omni-directional antennas	YES
Access points PoE (Power over Ethernet) with alternate DC input	YES
Devices Support and Maintenance:	
- 3-years onsite warranty minimum for all devices which include service, installation, configuration, and parts replacement.	YES
- Manufacturer Device support 5 years minimum	YES
- 24x7 phone support	YES

DESCRIPTION/REQUIREMENTS	MANDATORY FOR POINTS
- 3 days RMA (Return Merchandise Authorization) turnaround with shipping included	
UPS systems installation (note: PRDE has UPS inventory at hand, vendor should evaluate use and quote installation on “as needed” basis)	YES
Cabling drops and cabling to MDF cabinets	YES
Cable for both indoor and outdoor drops must be <u>outside rated only</u>	YES
Cabling must be terminated to the corresponding cabinet	YES
The location of each drop installed must be noted on the school floor plan	YES
Each school structured cabling design must be updated	YES
Each floor plan and updated structured cabling design must be uploaded to PRDE’S designated SharePoint folder	YES
Each cable drop must be certified	YES
Each cable drop certification must be uploaded to PRDE's designated SharePoint folder	YES
Perform site surveys and HeatMaps in accordance with specifications set forth above	YES
Assess site switches quantity for AP installation	YES

4.2.5. Technical Requirements.

REQUIREMENTS	MANDATORY FOR POINTS
VLAN capabilities (802.1q)	YES
Able to forward the TCP/IP and UDP traffic.	YES
Access Points radios compatibility with 802.11a/n/ac and 802.11b/g/n operating concurrently on frequencies band of 2.4GHz & 5GHz	YES
ZPT (Zero Touch Provisioning)	YES

4.2.6. System & Configuration Management.

REQUIREMENTS	MANDATORY FOR POINTS
Cloud based dashboard and management system: <ul style="list-style-type: none"> - Monitoring - Support with different languages (English, Spanish) minimum - Required DOE reports (specified in Section 5.4) - Auto schedule and email - Centralized web-based access point management - Cloud management console must support log retention for more than one year - Scheduling firmware updates and patches - Capacity to allow template-based mass configuration of APs - Mobile management and monitoring application - Full system licensing 	YES YES YES YES YES YES YES YES YES
Access point security protocols for user’s access: <ul style="list-style-type: none"> - Configurable captive portal for user’s access - Set alert and Auto notification by email (mandatory) and/or SMS (optional) - WEP, WPA, WPA2-PSK, WPA2-Enterprise with 802.1x protocols 	YES YES YES
Site Cloud Dashboard SSID configurable: <ul style="list-style-type: none"> - One for Students SSID - One for Staff SSID - One for Guests SSID 	YES YES YES
Network Access Control management for each facility which at minimum includes: <ul style="list-style-type: none"> - Mitigation of non-zero-day attacks - Authorization, Authentication and Accounting of network connections. - Traffic encryption using protocols for 802.1X (ex: EAP-TLS, EAP-PEAP or EAP-MSCHAP) - User role-based controls by device, application, or security posture post authentication - Integration with third party management applications capable - Policy enforcement - Support for 1,000 or more concurrent sessions 	YES YES YES YES YES YES
Configuration integration with Azure AD	YES

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5. SERVICE LEVEL AGREEMENT

5.1. SERVICE LEVEL REQUIREMENTS

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

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

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

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

5.1.1. SERVICE LEVELS

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

5.1.2. OUTAGES

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

more of the site's wireless LAN is either inoperative or is delivering a severely degraded service. Major outages shall be covered by replacement of the device.

5.1.3. **RESPONSE TIMES**

- i. Minor Outage. Any Minor Outage must be remedied within 3 business days.
- ii. Major Outage. Any Major Outage must be remedied within 1 business day.

Device replacement must occur within 3 business days after diagnostics by Department technician (an inventory of access points for repair and replacements shall be maintained by the Proposer).

5.2. WARRANTIES AND LICENCES

New access points purchased by PRDE should come with a 10-year license and a minimum 3-year onsite warranty (service, installation, configuration and parts replacement); all cabling should be outdoor and include a 25-year license.

5.3. NOTIFICATIONS AND SUPPORT

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

5.4. REPORTS

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

- 5.4.1. Device summary reports. Quantity of functioning devices, as well as quantity of out-of-service devices
- 5.4.2. Failed Service Report. A monthly report that summarizes the number and locations of outages during a calendar month.
- 5.4.3. Outage and Degradation Credits. A monthly on-line and printed report accessible and provided to the Department over the same number of days covered by the billing and invoice cycle showing all service outages, and the calculation of applicable service outage credits as described below. The tool must permit the Department to generate a single report showing the aggregate credits due for a month, quarter and year-to-date.

5.4.4. Other On-Demand Reports. Confirm commitment to work with PRDE to provide line information feeds into the Department's data or management systems, and describe Department's ability to generate reports sourced from service provider systems.

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6. EVALUATION CRITERIA AND SERVICE PROVIDER SELECTION

6.1. EVALUATION COMMITTEE

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

6.2. 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 of the proposal in meeting the requirements of the RFP	35%
Past performance on other contracts of comparable scope and size with PRDE and/or other school systems, government agencies and/or businesses	30%
Price of equipment and services*	25%
Completeness of required RFP proposal submittals	10%
TOTAL:	100%
*If applicable, the percentage established by Resolution of the Board for the Investment in the Puerto Rican Industry shall be identified by Proposer in a separate column in the Proposer’s price proposal in order for the evaluation of pricing be conducted in accordance with Law No. 14 of January 8, 2004, as amended.	

6.3. NOTICE OF DEPARTMENT’S SELECTION

The Department intends to award a contract to commence on the date of execution by both parties and end on September 30, 2023, with two one-year renewal options, subject to budget appropriations, to one or more qualified Proposers that submit a responsive proposal for the most cost-effective solutions that will meet the Department’s needs. A Notice shall be sent to the winning Proposer(s). The Notice shall include a summary of all Proposer pricing, the Evaluation Committee voting records, the reasons the winning Proposer(s) was selected, the reasons for any Proposer disqualifications,

information concerning the review/appeal process, and such other information as shall be deemed necessary or appropriate by the Evaluation Committee. Copies of the Notice shall also be mailed to all other Proposers that submitted proposals in response to this RFP. The selected Proposer(s) must, within three (3) business days return a copy of the Notice to the Department indicating acceptance of their selection.

6.4. AWARD REVIEW AND APPEALS

The process of reconsideration or review of the award of the RFP will be governed by the provisions of the Uniform Administrative Procedures Act, Act 38-2017, as amended. In accordance with said law, the party that considers itself having been adversely affected by the award determination of the PRDE may, within the ten (10) days from the date on which the copy of the award of the RFP is duly notified, submit a request for reconsideration before the PRDE. Simultaneously with the filing of the petition for reconsideration, the petitioner shall submit a copy of the petition to all the parties in the procedure and to the PRDE. The petition for consideration should be sent by certified mail, return receipt requested, and by email to RFP-Wifi-II@de.pr.gov.

The Department shall consider the motion for reconsideration within ten (10) business days of its filing. If the Department accepts the request for reconsideration within the term provided for this purpose, it shall issue the resolution for reconsideration within thirty (30) days following the filing of the MOTION FOR RECONSIDERATION. If the Department accepts the motion for reconsideration, but ceases to take any action with respect to the motion within thirty (30) days of this motion, the Department will lose jurisdiction over it and the term to request judicial review will begin to be counted from the expiration of said term of thirty (30) days. The Department may extend said term only once, before it ends, for an additional term of fifteen (15) days.

The applicable terms for the filing of a judicial review petition before the Puerto Rico Court of Appeals in relation to this action or lack of action by the PRDE, shall be those established in Act 38-2017, as amended, for bids procedures, particularly, in Sections 3.19 and 4.2.

The mere filing of a petition for reconsideration before the PRDE or filing of a judicial review petition before the Puerto Rico Court of Appeals will not have the effect of halting the contested award.

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7. GENERAL TERMS AND CONDITIONS

All General Terms and Conditions of this RFP shall be set forth in any contract awarded here under and shall be subject to modification by legal counsel to PRDE as counsel deems necessary or appropriate.

7.1. PROPOSAL (BID) BOND

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

7.2. SERVICE WARRANTY

The Proposer shall represent and warrant in the contract that it can and will perform, or cause the services to be performed, in strict accordance with the provisions and requirements of the contract. The services will be performed in a timely, professional, and workmanlike manner, in accordance with all applicable industry and professional standards. Such services shall be in compliance with all applicable local and federal laws, rules, regulations and/or orders.

In the case of services, the guarantee consists of having to re-provide the services of these if they are not accepted by the Department. The Department will have the option of not allowing the Proposer to provide the services again and hire a third party, as well as to make any claim for the return of services provided, as appropriate. If the Department understands that the services provided by the Proposer were deficient and therefore not accepted, they will report said situation to the Information Technology Area of the Puerto Rico Budget and Management Office (OGP, for its Spanish abbreviation).

Services provided will have a service level guarantee and minimum availability to be eligible for payment or, failing that, in accordance with the terms of the contract, there will be penalties associated with non-compliance with the stipulated service levels or availability.

The Proposer certifies that is in compliance with the provisions of Act 151-2004, as amended, known as *the Electronic Government Act* and that the contract is made in accordance with Policy No. ATI-010, *Acquisition of Equipment for Computerized Information Systems*, Policy No. ATI-011, *Best Practices for Technological Infrastructure*, Policy No. ATI-013, *Reference Framework for Government Technology Acquisition* and/or Policy No. ATI-017, *Review of Technology Contracts*, of November 7, 2016, as applicable. Likewise, the Proposer will comply with any regulations issued by the Puerto Rico Budget and Management Office (OGP) under the provisions of Act 151-2004.

If the Department notifies the Proposer, or if the Proposer becomes aware of any non-performance, error or defect covered by the foregoing warranties, the Proposer shall, at its own expense, promptly (but in no event later than thirty (30) days after written notification by the Department) correct such non-performance, error or defect. Any repair or replacement of services, or any portion thereof, will be automatically warranted as provided herein. The Proposer will assign to the Department any third-party warranties Proposer receives in connection with any services performed or equipment provided under the contract.

7.3. DOCUMENT SIGNATURES

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

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

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

7.4. CONTRACT REQUIREMENT

Each Proposer agrees that if selected as the WIFI equipment and services provider, the Proposer will enter a written contract with the Department pertaining thereto. The contract will contain, among other terms, the general and specific terms and conditions contained in this Section 7 and in Section 8, Specific Terms and Conditions, of this RFP. All general and specific terms and conditions are subject to change by the Department's legal counsel. In the event the Department and any Proposer fail to enter into a contract, the Proposer's approval for award will be revoked by the Department.

7.5. CONTRACT TERM

The Department intends to award a contract to commence on the date of execution by both parties and end on September 30, 2023, with two one-year renewal options, subject to annual budget appropriations, to one or more Proposers for the equipment and services requested under this RFP. In accordance with Section 1 of this RFP, the Department reserves the right to

award a shorter-term or longer-term agreement and/or to include additional voluntary contract renewal options.

7.6. PERFORMANCE BOND

The Proposer that is awarded a contract pursuant to this RFP shall be required to submit a performance bond by a surety company authorized to do business in the Commonwealth of Puerto Rico in an amount equal to 25% of the contract total, including any renewal periods. The performance bond may also be in the form of an irrevocable letter of credit issued by a financial institution authorized to do business in the Commonwealth of Puerto Rico, or a money order or certified check issued. Money orders and certified checks must be issued to the Commonwealth of Puerto Rico Secretary of Treasury. The performance bond shall be maintained by the Proposer during the entire term of the contract and any extensions or renewals thereof.

Evidence of the performance bond shall be filed with the Department by Proposer upon signature of contract.

7.7. PROPOSER COMPENSATION

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

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

7.8. CONTRACT PRICE ADJUSTMENTS

Subject to potential reductions outlined below, the service provider agrees that the final negotiated pricing set forth in the Proposer's contract shall remain fixed for the entire term of the contract. However, the parties may amend its contract to modify or adjust the prices or negotiations during the term of the contract. In addition, if at any time during the term of the contract, the service provider offers comparable services to other customers at lower rates than charged under its contract with the Department, the parties will amend the contract to extend the reduced rates to the Department. The

Department may reduce services at any time during the term of the contract, without penalty or fee, upon 30 days prior written notice.

7.9. CONTRACT TERMINATION; EVENTS OF DEFAULT

- 7.9.1. Termination for Convenience or to Protect the Public Interest. If at any time during the Term of the contract, the Department determines, in its sole discretion, that the services provided by Proposer are no longer in its best interest, the Department may terminate the contract on thirty (30) calendar day's written notice to Proposer. Further, the Department may terminate the contract if the Department determines that the termination is necessary for the protection of the public interest. In either instance, the Department will not pay any early termination charges under the contract. The Proposer will deliver to the Department all files, documents related within thirty (30) days after the termination of the contractual relationship. The Department will withhold the payments pending to be made upon cancellation of the contract until the Proposer delivers the required documents.
- 7.9.2. Suspension of Services. Upon ten (10) days prior written notice from the Department to the Proposer, the Department may request that Proposer suspend services in whole or part. The Proposer shall promptly resume performance of services upon written notice from the Department.
- 7.9.3. Proposer Events of Default. Events of default include, but are not limited to, the following:
- I. Any material misrepresentation by Proposer in its response to the RFP or the contract;
 - II. Breach of any material agreement, representation or warranty made by Proposer in the contract;
 - III. Failure of Proposer to perform in accordance with or comply with the terms and conditions of the contract or the Restart Program or other utilized funding opportunity program rules;
 - IV. Failure of Proposer to pay any non-tax debt owed to the federal government in a timely manner, as required by 47 C.F.R. §1.1910, which implemented the requirements of the Debt Collection Improvement Act of 1996;
 - V. Default by Proposer under any other agreement Proposer may have with the Department;
 - VI. 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;
- VII. The Proposer incurs any conflict of interest as specified in the contract;
- VIII. If any license, permit, franchise or authorization needed by the Proposer to carry out its obligations hereunder is suspended, revoked or expired;
- IX. Failure to maintain insurance as required under the contract; and
- X. An assignment for the benefit of creditors or consent by Proposer to the appointment of a trustee or receiver or the filing by or against Proposer of any petition or proceeding under any bankruptcy, insolvency or similar law.

7.10. DEPARTMENT REMEDIES

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

- i. Take over and complete the services or any part thereof, either directly or through others. Proposer shall be liable to the Department for any excess costs incurred by the Department. Any amount due the Proposer under the contract or any other agreement Proposer may have with the Department may be offset against amounts claimed due by the Department in exercising this remedy;
- ii. Terminate the contract, effective at a time specified by the Department, in whole or in part, as to any or all of the services yet to be performed and/or if required;
- iii. 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;
- iv. Seek specific performance, an injunction or any other appropriate equitable remedy;
- v. Receive from Proposer any and all damages, including money damages, incurred as a result or in consequence of, an Event of Default;
- vi. Execute on Proposer's performance bond;
- vii. Withhold all or part of Proposer's compensation under the contract; and

viii. Seek any other legal remedy available to PRDE.

7.11. NO WAIVER

No delay or omission, or series of delays or omissions, by either party to exercise any right under the contract shall be construed as any type of waiver of any right of a party to declare an Event of Default in the future. The remedies under the terms of the contract are not intended to be exclusive of any other remedies provided, and each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. The parties acknowledge that if either party permits the other party or any of its subcontractors to continue to provide services despite one or more Events of Default, the defaulting party is not relieved of any responsibilities, duties or obligations under the contract.

7.12. PUBLIC SERVICE RESTRICTIONS

The Proposer acknowledges and understands the restrictions set forth in Section 4.3 and 4.6 in Chapter 4 of the Puerto Rico Government Ethics Office Organic Act (Act 1-2012, Rev. August 24, 2021) (3 L.P.R.A. § 1857) and agrees not to hire any public servant or former public servant in violation thereof.

7.13. WORK QUALITY ASSURANCE

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

7.14. DOCUMENTS

7.14.1. Document Retention. The Proposer shall furnish the Department with such information as may be requested relative to the detailed equipment and service descriptions (including make, model, quantities and warranty), and the delivery and cost of services. The Proposer shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to Proposer's services under the contract for at least six (6) years after the last day of the delivery of services under the

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

7.14.2. Right to Inspect. The Proposer agrees that persons duly authorized by the Department, or Commonwealth or federal officials, shall have access to and the right to examine any and all documents, reports, records, and invoices generated in relation to the contract. The covenants in this clause shall survive the termination of the contract for a period of six (6) years. All such information shall be subject to inspection and audit by the Department, or their agents or representatives. The Proposer shall assume responsibility for its subcontractors' compliance with the requirements on document retention and auditing.

7.14.3. Subcontractor Agreements. The Proposer shall include in all its subcontractor agreements for services, provisions requiring subcontractors to maintain the above-described records and allowing the Department or their contractors the same right to inspect and audit said records.

Subcontractors shall comply with the same obligations, terms and conditions and delivery of documents required to formalize government contracts that the contract imposes on the Proposer.

7.14.4. Turnover of Documents and Records. Upon demand by the Department following termination of the contract for any reason, or following the expiration of the contract by its terms, Proposer shall turn over to the Department or its designee within ten (10) business days of demand, all materials, supplies, equipment owned or purchased by the Department, completed or partially completed work, analyses, data, computer disks, jump drives, backup drives, documents and any other information pertaining to the contract or the performance or furnishing of services, whether prepared by the Proposer or its subcontractors. The Proposer shall cause its subcontractors to agree in writing to undertake the same obligations agreed to by Proposer under the contract. A copy of said agreement shall be filed with the Department.

7.15. CONFIDENTIAL INFORMATION, OWNERSHIP, AND SURVIVAL

- 7.15.1. Confidential Information. During the performance or delivery of services to the Department, the Proposer may have access to or receive certain information that is not generally known to others (“Confidential Information”). The Proposer will not use or disclose any Confidential Information or any finished or unfinished originals, documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, construction documents, processes, data, data studies, briefs, drawings, maps, files, records, computer printouts, papers, notes, designs, equipment descriptions, or other materials prepared or generated as a result of the contract (“Work Product”) without the prior written consent of the Department. The Proposer shall use at least the same standard of care in the protection of the Confidential Information of the Department as Proposer uses to protect its own confidential information, but in any event such Confidential Information shall be protected in at least a commercially reasonable manner.
- 7.15.2. Nondisclosure of Confidential Information. Each party shall use the Confidential Information of the other party for the sole purpose of performing their respective obligations under the contract and shared only with employees, representatives, and agents with a need to know such information. Neither party shall disclose Confidential Information of the other party to any third party without the prior written consent of the party who owns such information, except as may be required by the local or federal government or by law. Each party shall use at least the same standard of care in the protection of the Confidential Information of the other party as said party uses to protect its own confidential information, but in any event, each party shall protect Confidential Information of the other party in a commercially reasonable manner. If the Proposer is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information or Work Product which may be in the Proposer’s possession, the Proposer shall immediately give notice to the Department and its legal counsel, with the understanding that the Department shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. The Proposer will not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. The Proposer will cause its personnel, staff and subcontractors to

undertake the same or substantially similar obligations of confidentiality agreed to by Proposer under the contract.

- 7.15.3. Ownership. The Proposer agrees that, to the extent permitted by law, any Work Product created specifically for the Department under the contract shall exclusively be deemed “works for hire” within the meaning and purview of the United States Copyright Act, 17 U.S.C. 101§ *et seq.* All Work Product and Confidential Information shall at all times be and remain the property of the Department. The Proposer will execute all documents and perform all acts that the Department may request in order to assist the Department in perfecting or protecting its rights in and to the Work Product and all intellectual property rights relating to the Work Product. All of the foregoing items shall be delivered to the Department upon demand at any time and in any event, shall be promptly delivered to the Department upon expiration or termination of the contract within ten (10) business days of demand. In addition, the Proposer shall return the Department’s data in the format requested by the Department.
- 7.15.4. Injunctive Relief. In the event of a breach or threatened breach of this section 7.15 (CONFIDENTIAL INFORMATION, OWNERSHIP, AND SURVIVAL), 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.
- 7.15.5. Survival. The provisions of the contract pertaining to Confidential Information, Nondisclosure of Confidential Information and Ownership shall survive the termination or expiration of the contract.
- 7.15.6. Publicity and Marketing. The Proposer shall not issue publicity news releases or grant press interviews relating to the contract or services during or after the performance or delivery of the services, except as may be required by law or with the prior written consent of the Department.

7.16. REPRESENTATIONS AND WARRANTIES OF THE PROPOSER

The Proposer represents and warrants that the following shall be true and correct as of the date of the contract and shall continue to be true and correct

(as may be modified from time to time subject to Department approval) during the Term of the contract:

7.16.1. Financially Solvent. The Proposer, and each of its subcontractors, is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all services and perform all obligations under the Proposer's proposal(s) and contract. The Proposer also warrants that neither it nor any of its subcontractors owe any non-tax debt to the state or federal government.

7.16.2. Compliance with Laws.

- i. 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.
- ii. Compliance with Act 151 of 2004 and ATI Policies. Proposer hereby agrees and certifies that all products and services rendered under the contract will comply with Puerto Rico Act 151 of 2004 Ley de Gobierno Electrónico ("Electronic Government Act") and with all applicable policies issued by the **Puerto Rico Office of Management and Budget's Area of Information Technology** including, without limitation, the dispositions of ATI Policy ATI-017. Pursuant to OMB's Policy ATI-017, Proposer shall document all phases of the development of any software, customization or programming provided under the contract.
- iii. Compliance with Other Laws. The Proposer guarantees and certifies that the execution of the contract and the performance of services under the contract, shall be accordance with each of the following laws, as may be applicable:

- a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented by Department of Labor regulations (41 CFR chapter 60);
 - b. The Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR part 3);
 - c. The Davis-Bacon Act (40 USC 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5);
 - 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));
 - e. 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 Section 1605);
 - f. "Use of American Iron, Steel, and Manufactured Goods" of the "American Recovery and Reinvestment Act of 2009"; and
 - g. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- iv. 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 and will provide appropriate evidence before contract execution.
- v. No Indictments or Convictions. The Proposer certifies that it (and in the case of corporations or such other entities, that its officials, executives, stockholders or representatives) has not been convicted nor accused of any crimes against the public treasury, faith or function or that involves misappropriation or misuse of public funds or property, and that it has not engaged in any practice or behavior of the kind that disqualifies persons or companies from entering into contracts with government agencies of the United State of America and Commonwealth of Puerto Rico. The Proposer shall notify the Department of any indictment or conviction for any crime against the public treasury, faith or function or that involves public property or funds during the Term of the contract.

- vi. Good Standing. The Proposer and each of its subcontractors are not in default or have not been deemed by the Department to be in default under any other agreement with the Department during the five (5) year period immediately preceding the date of the contract.
- vii. Anti-Corruption Provisions. Proposer shall obtain a copy of and agree to comply with the Anti-Corruption Code of Puerto Rico, approved pursuant to Act 2 of January 4, 2018 (“Act 2-2018”) and together with Act 1 of January 3, 2012, as amended, also known as the “Organic Act of the Office of Government Ethics of Puerto Rico” (“Act 1-2012”). Additional terms and conditions pertaining to anti-corruption provisions may be added by legal counsel to PRDE as they deem necessary or appropriate.
- viii. Authorization. The Proposer has taken all necessary action for the approval and execution of the contract, and execution by the person signing on behalf of Proposer is duly authorized by Proposer and has been made with complete and full authority to commit Proposer to all terms and conditions of the contract which shall constitute valid, binding obligations of the Proposer.
- ix. No Intellectual Property Infringement. That in performing the services, neither the Proposer nor any of its subcontractors will violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary or intellectual property right of any third party, and will not improperly use any third party’s confidential information; and shall have, without encumbrance, all ownership, licensing, marketing and other rights required to furnish all materials that it furnishes to the Department under the contract and can grant or assign all rights granted or assigned to the Department pursuant to the contract.
- x. No Legal Actions Preventing Performance. As of the date of the contract, Proposer has no knowledge of any action, suit, proceeding, or material claim or investigation pending or to its knowledge threatened against it in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect Proposer’s ability, or the ability of its subcontractor(s) to perform its obligation under the contract.
- xi. No Conflict with Other Government Contracts. The Proposer represents and warrants that the services to be rendered to the Department pursuant to another contract, if any, subscribed with the Commonwealth of Puerto Rico are not in conflict with the services to be

rendered under the contract. The Proposer further represents and warrants that it does not have any contractual relationships with any other parties that would hamper or impede its ability to perform its duties and obligations under the contract.

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

7.16.3. Litigation against the Commonwealth. Further, the Proposer represents that it does not have any material litigation against the Commonwealth of Puerto Rico, its agencies and instrumentalities which the Proposer reasonably believes would have a material adverse effect on the performance of the services to be rendered under the contract.

7.16.4. Tax Obligations. The Proposer certifies that it is in compliance with its federal and Puerto Rico tax obligations during the past five (5) years, including the filing of income tax returns on earnings. The Proposer further certifies that it does not have any debt to the Commonwealth of Puerto Rico by said concept, nor from property taxes, or excise taxes. The Proposer specifically represents that all Commonwealth and federal tax returns have been filed in accordance with applicable tax laws and all final obligations have been paid or are under a payment plan. It is explicitly recognized that this is an essential pre-condition of the contract, and if the above certification should prove not to be truthful in all or in part, it will be sufficient cause for the Department to terminate the contract immediately without any further obligation, other than payment for services and work completed prior to the termination date to the Proposer.

7.16.5. Tax Waiver. The Proposer certifies that it has a total waiver with regard to the withholding at source of payment for services rendered by corporations pursuant to Section 1101.01 and 1062 of Act No. 1-2011, as amended ("Puerto Rico Internal Revenue Code"). Accordingly, the Department will not withhold at source, any amount for payments made to the Proposer. The Proposer shall file with the Department a waiver certificate before commencing any services under the contract. In the absence of such certificate the Department shall be entitled to make the necessary legal withholdings at source.

7.17. CONFLICT OF INTEREST

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

In any case that the Department determines that the Proposer has a conflict of interest, it will give written notice to the Proposer of such conflict and will give the Proposer thirty (30) days to resolve the same. Failure to resolve such conflict will result in the termination of the contract.

7.18. CHILD AND ELDER CARE CERTIFICATIONS

7.18.1. Child Support. The Proposer is a corporate entity and certifies that, as an employer, it will comply with child support withholding orders for its Puerto Rico employees, provided the Proposer has received written official notice of such withholding orders. (Act No. 5-1998, as amended, "*Ley Orgánica de la Administración para el Sustento de Menores*").

7.18.2. Elder Care Certifications. The Proposer certifies that, as an employer, it will comply with elderly support withholding orders for its Puerto Rico employees, provided Proposer has received written official notice of such withholding orders. (Act No. 168-2000, as amended, "*Ley para el Fortalecimiento del Apoyo Familiar y Sustento de Personas de Edad Avanzada*").

7.18.3. Proposer acknowledges that compliance with these certifications is an essential condition of the contract awarded under this RFP.

7.19. ANTI-CORRUPTION PROVISION.

Proposer is committed to comply with the dispositions of Act No. 2-2018 as amended ("Anticorruption Code for the New Puerto Rico").

7.20. NO OTHER RIGHTS LIMITED

No rights expressly identified in the contract shall be construed to limit any other rights or remedies available to the Department under the law and the contract.

7.21. PUBLIC SERVICE RESTRICTIONS

The Proposer acknowledges and understands the restrictions set forth in Section 4.3 and 4.6 in Chapter 4 of the Puerto Rico Government Ethics Office Organic Act (Act 1-2012, Rev. August 24, 2021) (3 L.P.R.A. § 1857) and agrees not to hire any public servant or former public servant in violation thereof.

7.22. PROPOSER/MANUFACTURER WARRANTY

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

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

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

7.22.1. Proposers shall do the following:

- i. List all components and equipment and identify what the warranties are for equipment by the manufacturer and identify whether all equipment repairs and/or maintenance are covered during the contracted period.
- ii. Specify Proposer warranty being provided to ensure compliance with projected delivery and installation dates. Include the applicable manufacturer warranties, brochures and marketing materials shall be included with the proposal for all components and equipment covered.
- iii. Specify what is included in the post-implementation warranty and include the responsibilities the Department will assume during the

contract period. The maintenance costs should include the all-inclusive hourly charge rates (during specified hours) and any other anticipated charges.

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

- i. Proposer shall assign to the Department the benefits of any manufacturer warranty of the products and shall cooperate with the Department in securing all remedies of such warranty for the benefit of the Department.
- ii. The warranty period shall start with the date of system acceptance and shall be extended to include those days during which the system and/or equipment is (was) out of service for warranty repair.
2. Software updates for corrections and refinements for purchased capabilities shall be provided as part of the Proposer's services contract and Proposer shall correct any mistakes in programming caused during software updates at no expense to the Department.
- iii. Proposer must provide with the response to this request for proposal, a current letter form the manufacturer(s) guaranteeing parts availability, software/programming support, and qualified maintenance support for the specific system proposed for a period of three (3) years.

7.22.3. Software/System Revisions: Vendor shall guarantee that the operational software and components initially installed are the latest generation and clearly state the version and/or revision number proposed for all components and all peripherals. Pending software upgrades or system revisions which are pertinent to the City's installation, to be released within one year of acceptance, shall be provided at no charge. Planned end-of-life or obsolescence shall be listed in Vendor's response. The proposed system and software must be compatible with the City's data network.

7.22.4. Software upgrades, patches or system revisions which are subsequently developed to correct problems or malfunctions must be provided at no additional charge, regardless of the inclusion of enhancements, for three (3) years by the manufacturer.

7.22.5. System Updated: Proposer and manufacturer must guarantee that all future system enhancements, software, components and programming updates will be provided and/or made available for purchase in a timely manner by PRDE as they are released by the

manufacturer for a period of three (3) years. Proposer further agrees to advise PRDE of such updates and enhancement during the warranty period and through the existence of the maintenance or Time and Material (T&M) agreement with Proposer.

Should the manufacturer discontinue the product/equipment and/or cease to do business, the Proposer will be required to obtain source codes and an adequate supply of components to maintain the system. If the Proposer ceases to do business, the manufacturer(s) must agree to provide components and service for this installation for the duration of the maintenance agreement.

7.23. INDEPENDENT CONTRACTOR

It is understood and agreed that the relationship of Proposer to the Department is and shall continue to be that of an independent contractor. Neither Proposer nor any of Proposer's staff, agents, employees or subcontractors shall be entitled to receive Department employee benefits. It is further understood and agreed that the Department shall not be responsible for, nor incur any liability for, any State or Federal withholding or other taxes or for FICA or State unemployment insurance for Proposer, its agents, employees or subcontractors, and the payment of any such taxes incurred or due by Proposer shall be the sole responsibility of Proposer. None of the partners, shareholders, directors, officers or employees of Proposer shall have any right to, or claim for, vacations, licenses, retirement, bonus, nor social security payments from PRDE. Proposer shall provide the PRDE with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including, but not limited to, a social security number or a federal employer identification number.

The Proposer agrees that neither Proposer nor its staff or subcontractors shall represent themselves as employees or agents of the Department. The Proposer shall provide the Department with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including, but not limited to, a social security number or a federal employer identification number.

7.24. INDEMNIFICATION

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

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

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

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

retained by the Department pursuant to this paragraph, or while Proposer was conducting the defense.

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

7.25. NON-LIABILITY OF DEPARTMENT OFFICIALS

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

7.26. INSURANCE REQUIREMENTS

The Proposer, at its own expense, shall procure and maintain insurance for all operations under the contract, whether performed by Proposer or by subcontractors. The Proposer shall submit to the Department satisfactory evidence of insurance coverage with its proposal(s). The minimum insurance requirements are described on **APPENDIX I** (FORM 8).

7.27. NON-DISCRIMINATION

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

7.28. ASSIGNMENT OF CONTRACT

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

7.29. REVIEW BY THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD OF PUERTO RICO (FOMB)

According to the Financial Oversight and Management Board for Puerto Rico (“FOMB”) Contract Review Policy of November 6, 2017, as modified on April 30, 2021, all contracts, or series of related contracts, including its amendments, modifications, or extensions to be entered into by the Commonwealth of Puerto Rico or any covered instrumentality with an expected aggregate value of \$10 million or more, must be submitted for review and approval by the FOMB.

The Proposer agrees that the contract awarded under this RFP must be reviewed and approved by the FOMB prior to its execution, in compliance with the FOMB’s Contract Review Policy of November 6, 2017, as modified on April 30, 2021.

The Proposer agrees that it will complete and submit “Appendix C” *Contract Submission Questionnaire* of FOMB’s Contract Policy document, and under penalty of perjury represents and warrants, to the best of its knowledge after due inquiry and investigation, that the information provided will be complete, accurate and correct and that any misrepresentation, inaccuracy or falseness in such Certification will render the contract null and void and, consequently, the Proposer will have the obligation to reimburse immediately to the Commonwealth of Puerto Rico any amounts, payments or benefits received under the contract.

7.30. ENTIRE AGREEMENT; AMENDMENTS

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

7.31. CONTINUING OBLIGATION TO PERFORM

In the event of any dispute between Proposer and the Department, Proposer shall expeditiously and diligently proceed with the performance of all of its

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

7.32. SURVIVAL/SEVERABILITY

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

7.33. GOVERNING LAW

The contract shall at all times be subject to and construed in accordance with the laws and regulations of the Commonwealth of Puerto Rico and the United States of America. The General Court of Justice of San Juan of the Commonwealth of Puerto Rico shall have exclusive jurisdiction to resolve any dispute or controversy regarding the application or interpretation of the contract, and the parties thereto waive any other venue to which they might be entitled by virtue of domicile or otherwise and irrevocably submit to the jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico, or the Puerto Rico District Federal Court in the event such dispute or controversy pertains to any Restart Program funds invoiced and/or paid for services rendered under the contract.

7.34. 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 obligations or undertaking of each such individual or other legal entity.

7.35. TAX OBLIGATIONS

Proposers shall be responsible for complying with applicable federal and local tax laws and regulations. Proposer shall pay all required taxes on amounts paid to Proposer under the contract, and indemnify and hold the Department harmless from any and all taxes, assessments, penalties, and interest asserted against the Department by reason of the Proposer's relationship, as an independent contractor, created by the contract. Proposer shall fully comply

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

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

Proposer will certify in the contract that it has complied with its federal and Puerto Rico tax obligations during the previous five (5) years, including filing income tax returns on earnings. The Proposer further certifies that it does not have any debt with the Government of Puerto Rico for said concept, nor for personal or real estate taxes or excise taxes. The Proposer specifically represents and warrants that all Puerto Rico and federal tax returns have been filed and all obligations have been paid or Proposer has a valid payment plan with which it is complying. It is explicitly recognized by Proposer that this is an essential pre-condition to any contract and if the above certification should prove not to be truthful in all or in part, it will be sufficient cause for the PRDE to not engage the services of the Proposer or to cancel any agreement entered into immediately without any further obligation to the Proposer.

7.36. NON-APPROPRIATION

Expenditures not included in the contract are deemed to be unrecognized expenditures and therefore unallowable expenses. In the event sufficient funds are not appropriated in a subsequent fiscal year by the Department for performance under the contract, the Department shall notify Proposer and the contract shall terminate on the last day for the fiscal period for which funds were appropriated.

7.37. FORCE MAJEURE

Neither the Proposer nor the Department shall be responsible for any failure to perform due to causes beyond either's respective reasonable control (each a "Force Majeure"), including but not limited to, acts of God (limited to natural disasters such as hurricanes, floods, earthquakes, tornadoes, etc.), pandemics, riots, embargoes, terrorist acts, acts of civil or military authorities, fuel crises or power outages, pandemics or epidemics, earthquakes, or other disasters.

The Proposer shall not be responsible for delays in service to the extent attributable to delays of the Department. If the Proposer incurs cost or

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

7.38. KNOWLEDGE TRANSFER

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

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

7.39. SERVICE START

The Proposer agrees that (a) no services shall be rendered under the contract until it has been signed by both parties and registered by the Department in the Puerto Rico Comptroller's Office as required by Public Law Number 18 of October 30, 1975, as amended, and (b) no services will be rendered under the contract after it has expired or has been terminated. Services rendered in violation of this section shall not be paid by PRDE. Any officer that requests and accepts services from the Proposer in violation of these provisions, is doing so without legal authority whatsoever.

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8. SPECIFIC TERMS AND CONDITIONS

8.1. NO MULTIPLE AWARD STIPULATIONS

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

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

8.2. LIMITED PROPOSER CONFIDENTIALITY RIGHTS

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

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

- i. 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
- ii. 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.

8.3. UNAUTHORIZED COMMUNICATIONS

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.

8.4. PROPOSER DISQUALIFICATION DUE TO 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.

8.5. PROPOSER AND WARRANTIES

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

8.6. STORAGE

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

8.7. SAMPLES

In the event that the Evaluation Committee requires samples of equipment or items listed, the Proposer will have three (3) business days, counted from receipt of the request, to physically deliver said samples in their original packaging. Proponents who do not comply will be disqualified from the RFP. Samples sent for evaluation will be free, representative of the product offered

and will be identified by row, item, type, quality, style and size. After the evaluation of the samples, the Proposer may collect the samples, within ten (10) days after the verbal or written notification by the Evaluation Committee. PRDE is not responsible for any breakage or damage that supplied samples may suffer while they are under evaluation or inspection.

8.8. INVOICING

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

8.9. EXCLUSION OF LIABILITY

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

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

8.10. ACCOUNT MANAGEMENT

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

8.11. PROPOSER NOT AN AUTHORIZED REPRESENTATIVE OF PRDE

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

8.12. KEY RESOURCES AND SUBCONTRACTORS

Any key resources of the Proposer or any of its subcontractors assigned to provide services to the Department and who are listed in the contract ("Key Resources") will continue to provide services to the Department for the Term of the contract, unless the Department requests that the Key Resources be removed or if the Key Resources resigns or is dismissed, or upon loss/removal of a Key Resources due to illness, disability or death. Proposer shall notify the Department promptly after any Key Resources resigns or is dismissed, or upon loss or removal of any Key Resources due to illness, disability or death. Before

the assignment of any Key Resources or the replacement of any Key Resources, Proposer will provide the Department, upon the Department's written request, with the resume of the prospective Key Resources, 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 Resources.

Key Resources assigned to perform Proposer's obligations under the contract shall have experience, training, and expertise equal to personnel with similar responsibilities in the business in which Proposer is engaged and shall have sufficient knowledge of the Department's practices and areas of expertise, to enable them to perform their duties and responsibilities under the contract. If the Department requests that Proposer remove any Key Resources 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 Resources from the Department's account and provide a replacement in a timely manner.

The Proposer shall not allow any of its employees or subcontractors to have direct regular contact with any students until the Department has obtained the corresponding certifications Certificate of Good Conduct, Criminal Record issued by the Puerto Rico Police Department and negative certification from the sexual offenders' registry for said employees or subcontractors, as set forth by Public Law Number 300 of September 2nd, 1999, as amended. If requested, Proposer shall also, at its own cost and expense, conduct fingerprint-based criminal history records check on any and all employees, agents and subcontractors who may have direct, regular contact with students under the contract.

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

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8.13. GENERAL SAFETY GUIDELINES

8.13.1. Safety Guidelines. Subject to the limitations of liability applicable to the contract, (a) the Proposer shall be solely responsible for safely performing services under the contract; and (b) the Proposer shall be solely responsible and liable for any damage, injury, or loss to the extent resulting from the performance by the Proposer of services under the contract.

8.13.2. Safety Manual and/or Rules. The Proposer shall adhere to any and all safety related requests by the Department and the Department's designated representatives, and shall, upon the request of the Department, provide the Department with a copy of the Proposer's safety manual and/or rules, to the extent applicable.

8.13.3. Contacts with Students. The Proposer shall not allow any of its employees or subcontractors to have direct regular contact with any students until the Proposer shall have obtained the corresponding Certificate of Criminal Record issued by the Puerto Rico Police Department and negative certification from the sexual offenders' registry for said employees or subcontractors, as set forth by Public Law Number 300 of September 2nd, 1999, as amended.

If requested, the Proposer shall also, at its own cost and expense, conduct fingerprint-based criminal history records check on any and all employees, agents and subcontractors who may have direct, regular contact with a student under the contract.

8.13.4. Compliance with Safety Laws. The Proposer shall comply with all laws, ordinances, codes, rules, and regulations relative to safety and the prevention of accidents. The Proposer, and its subcontractors, shall cooperate with any other persons or entities that may be performing work at a site; such compliance shall include, but be not limited to, OSHA compliance and safety efforts. In an emergency affecting the safety of life or adjoining property, the Proposer, without special instructions or authorization from the Department, may act at its discretion to prevent the threatened loss or injury.

8.13.5. Adjacent and Public Property. While the services are being performed, the 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 any such items are damaged by the Proposer or its subcontractors, the

Proposer shall make all necessary repairs to, or replacements of, such damages items at no cost to the Department. If the performance of the services endangers adjoining property or persons, the Department shall have the right to notify the Proposer to stop the services and to change the method of operation as reasonably requested by the Department. Subject to Section 7.24 (INDEMNIFICATION), the 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.

8.14. INVESTMENT IN PUERTO RICAN INDUSTRY

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

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APPENDIX I: PROPOSAL SUBMITTAL CHECKLIST AND PROPOSAL FORMS

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

TAB #	DESCRIPTION	FORM	✓
TAB 1	Cover Letter		
TAB 2	Proposal Signature Page - Mandatory	FORM 1	
TAB 3	Equipment and Service Proposal, including Project Plan and Deployment Schedule - Mandatory		
TAB 4	Price Proposal - Mandatory Form	FORM 2	
TAB 5	Non-Collusion Affidavit - Mandatory	FORM 3	
TAB 6	Proposal Bid Bond (15%) - Mandatory		
TAB 7	Proposer Questionnaire	FORM 4	
TAB 8	Corporate Resolution (Authorizing signer to execute proposal and enter into a binding contract on behalf of the corporation.)		
TAB 9	Proposer Experience History	FORM 5	
TAB 10	Proposer References (3 Minimum)	FORM 6	
TAB 11	Designation of Subcontractors	FORM 7	
TAB 12	Certificate of Insurance Coverage	FORM 8	
TAB 13	Recent Legal Actions		
TAB 14	Service Level Agreement		
TAB 15	(A) Bidders Registry - Eligibility Certificate and (B) PRITS Technology Provider Registration		
TAB 16	W-9 (IRS)		
TAB 17	Financial Statements for 3 years		
TAB 18	Joint Venture Documentation (If Applicable)		

FORM 1 - PROPOSAL SIGNATURE PAGE (MANDATORY)

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

PROPOSER: _____

ADDRESS: _____

PHONE: _____

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

1. Proposer certifies that it has paid income tax, unemployment insurance, disability, and chauffeurs social security, in all applicable cases; or, that it has a payment plan for payment of those obligations and is complying with such plan.
2. Proposer certifies that there is no conflict of interest in the sale and provisioning of the proposed services and products to the PRDE.
3. Proposer agrees that it can and has sufficient resources to complete the installation of the equipment in the RFP by September 30, 2023.
4. Proposer agrees that its service proposal and price proposal shall remain valid for 180 days from the date of submission.
5. 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.
6. 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.
7. The undersigned, hereby acknowledges receipt of RFP NO. PRDE-OSIATD-2022-001-WIRELESS EQUIPMENT AND SERVICES II including all appendices, as well as all Addenda and certifies that the Proposer has read and agrees to abide by the terms and conditions of the RFP including all appendices and addenda
8. Proposer has received and read all the answers to the vendor questions posted by PRDE on the Department's official website.

Signature: _____

Name/Title: _____

Date: _____

FORM 2 - PRICE PROPOSAL (MANDATORY)

IMPORTANT NOTE RE EQUIPMENT STANDARDIZATION: Since wireless equipment, switches and UPS units have been installed in a majority of PRDE's schools and non-instructional buildings, the Department has decided to require the **equipment brand marked in red below** to be installed in the remaining schools and administrative sites. The Department's decision to standardize on this equipment is to minimize repair and replacement time and costs, lower operating expenses, facilitate easier upgrades, and improve network management efficiency.

YEAR ONE

ITEM	BRAND	MODEL	WARRANTY TERM	QTY	PRICE	PR INVESTMENT ADJUSTMENT
WIRELESS ACCESS POINTS						
INDOOR WIRELESS ACCESS POINTS	CISCO MERAKI					
OUTDOOR WIRELESS ACCESS POINTS	CISCO MERAKI					
EXTENDED WARRANTY FOR OUTDOOR ACCESS POINTS, IF APPLICABLE	CISCO MERAKI					
ACCESS POINT LICENSES - 10 YEARS	CISCO MERAKI					
ENCLOSURES	OBERON					
SURVEYS, HEATMAPS AND DESIGN CONFIGURATION, INSTALLATION, ASSET TAGGING & DOCUMENTATION						
SWITCHES						
24 PORT POE SWITCH	CISCO MERAKI					
SWITCH - POWER SUPPLY	CISCO MERAKI					
SWITCH - LICENSE - 10 YEARS	CISCO MERAKI					
COPPER SFP TRANSCEIVER	CISCO MERAKI					
FIBER SFP TRANSCEIVER	CISCO MERAKI					
CABINETS (as needed)						
UPS						
UPS 1500 VA						
CABLING - MAY BE PRICED SEPARATELY OR IN BUNDLE, BUT QUANTITIES AND WARRANTY (AS						

ITEM	BRAND	MODEL	WARRANTY TERM	QTY	PRICE	PR INVESTMENT ADJUSTMENT
APPLICABLE) MUST BE SPECIFIED FOR EACH LINE ITEM						

ITEM	BRAND	MODEL	WARRANTY TERM	QTY	PRICE	PR INVESTMENT ADJUSTMENT
CAT 6 CABLING OUTSIDE PLANT (FOR INTERIOR & EXTERIOR)						
CAT 6 JACKS						
SURFACE MOUNT BOX 2 X 4						
PATCH CORDS CAT 6 RJ 45 TO RJ 45 5 FT						
PATCH PANEL 24 PORTS, IF NEEDED						
HORIZONTAL ORGANIZERS, IF NEEDED						
RACEWAY OR RIGID CONDUIT PVC OR RGSC FOR CAT 6 INFRASTRUCTURE IN ACCORDANCE WITH NEC AND TIA CODES, AS NEEDED						
YEAR 1 BREAK-FIX MAINTENANCE SUPPORT FOR ON-SITE WARRANTY REPAIRS AND REPORTS (AS NEEDED) FOR ALL EQUIPMENT INSTALLED AS PART OF WIFI I AND WIFI II (Complete chart below for Years 2 and 3 Break-Fix Maintenance Pricing)						
PROJECT MANAGEMENT						
TOTAL (MUST INCLUDE PRICING FOR ALL LINE ITEMS):						\$0.00

YEAR TWO AND THREE

ITEM	BRAND	MODEL	WARRANTY TERM	QTY	PRICE	PR INVESTMENT ADJUSTMENT
YEAR 2 BREAK-FIX MAINTENANCE SUPPORT FOR ON-SITE WARRANTY REPAIRS AND REPORTS (AS NEEDED) FOR ALL EQUIPMENT INSTALLED AS PART OF WIFI I AND WIFI II						
YEAR 3 BREAK-FIX MAINTENANCE SUPPORT FOR ON-SITE WARRANTY REPAIRS AND REPORTS (AS NEEDED) FOR ALL EQUIPMENT INSTALLED AS PART OF WIFI I AND WIFI II						
TOTAL YEAR 2 & 3 MAINTENANCE:						\$0.00

PUERTO RICO INVESTMENT ADJUSTMENT	
If applicable, the percentage established by Resolution of the Board for the Investment in the Puerto Rican Industry shall be identified by Proposer in the separate column in the Proposer's price proposal so that the evaluation of pricing to be conducted in accordance with Law No. 14 of January 8, 2004, as amended.	
TOTAL PROPOSAL PRICING:	\$
TOTAL PROPOSAL PRICING FOR EVALUATION PURPOSES:	\$
AFTER APPLICATION OF INVESTMENT PERCENTAGE:	\$

FORM 3 - NON-COLLUSION AFFIDAVIT (MANDATORY)

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

I, the undersigned, am the _____ of _____ (the "Proposer"), and being duly sworn, declare that the proposal submitted by the Proposer in response to PRDE-OSIATD-2022-001-WIRELESS EQUIPMENT AND SERVICES II 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 _____, 2023, by _____, of legal age, and a resident of _____ who proved to me on the basis of satisfactory evidence to be the person who appeared before me and signed this Affidavit.

FORM 4 - PROPOSER QUESTIONNAIRE**ANSWER ALL QUESTIONS THAT APPLY; IF IT DOES NOT APPLY, MARK N/A.****SERVICE PROVIDER INFORMATION**

Business/Company Name:
Phone Number:
E-mail Address:
Web Site Address:
Business Address:

PRIMARY POINT OF CONTACT FOR PROPOSAL

Name:	Position:
Phone Number:	E-Mail:

PRIMARY POINT OF CONTACT FOR CONTRACT, IF AWARDED

Name:	Position:
Phone Number:	E-Mail:

BUSINESS INFORMATION

Years in Business:
State of Incorporation or Organization:
Check the following as it applies to your Business:
<input type="checkbox"/> Public Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Privately Held Corporation <input type="checkbox"/> Manufacturer <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Distributor <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Service Contractor
Are you a subsidiary of another Company: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, name of your parent:
List all companies with whom you have partial or complete ownership:
Check the following Business Classifications that apply to your firm, if any: <input type="checkbox"/> Small Business Concern <input type="checkbox"/> Minority Owned Business <input type="checkbox"/> Woman Owned Business
Does your firm have EDI capabilities: <input type="checkbox"/> Yes <input type="checkbox"/> No

OTHER OPERATIONAL INFORMATION

Number hourly employees:	
Direct:	Indirect:
Number salary employees:	
Direct:	Indirect:
Normal workdays:	Normal work hours:
Does your firm have a Quality Assurance Program? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you provide on-site technical support? <input type="checkbox"/> Yes <input type="checkbox"/> No	

FORM 5 - PROPOSER EXPERIENCE HISTORY

A MINIMUM OF 3 PROJECTS OF COMPARABLE SCOPE AND SIZE PROJECTS REQUIRED; ADD MORE PAGES IF NEEDED.

1	CLIENT NAME	
	CITY/STATE	
	CONTACT NAME	
	CONTACT EMAIL	
	CONTRACT START	
	CONTRACT END	
TOTAL ANNUAL DOLLAR VALUE, OR IF AN ONGOING PROJECT, TOTAL PAID TO DATE:		
EQUIPMENT INSTALLED		
SERVICES PERFORMED		
DID YOU HAVE A SERVICE LEVEL AGREEMENT WITH THE CUSTOMER?		
WHAT WERE THE CONSEQUENCES IF YOU DID NOT MEET THE LEVELS?		
DURING THE TIME OF YOUR CONTRACT WITH THE CUSTOMER, DID YOU HAVE ANY PROBLEMS RELATED TO NOT FULFILLING THE ORDERS DUE TO THE LACK OF AVAILABILITY OF THE PRODUCT?		
IF SO, HOW WAS THIS COMMUNICATED TO THE CUSTOMER?		
WHAT ACTIONS WERE TAKEN TO REDUCE THE IMPACT?		

2	CLIENT NAME	
	CITY/STATE	
	CONTACT NAME	
	CONTACT EMAIL	
	CONTRACT START	
	CONTRACT END	
TOTAL ANNUAL DOLLAR VALUE, OR IF AN ONGOING PROJECT, TOTAL PAID TO DATE:		
EQUIPMENT INSTALLED		
SERVICES PERFORMED		
DID YOU HAVE A SERVICE LEVEL AGREEMENT WITH THE CUSTOMER?		
WHAT WERE THE CONSEQUENCES IF YOU DID NOT MEET THE LEVELS?		
DURING THE TIME OF YOUR CONTRACT WITH THE CUSTOMER, DID YOU HAVE ANY PROBLEMS RELATED TO NOT FULFILLING THE ORDERS DUE TO THE LACK OF AVAILABILITY OF THE PRODUCT?		
IF SO, HOW WAS THIS COMMUNICATED TO THE CUSTOMER?		
WHAT ACTIONS WERE TAKEN TO REDUCE THE IMPACT?		

3	CLIENT NAME	
	CITY/STATE	
	CONTACT NAME	
	CONTACT EMAIL	
	CONTRACT START	
	CONTRACT END	
	TOTAL ANNUAL DOLLAR VALUE, OR IF AN ONGOING PROJECT, TOTAL PAID TO DATE:	
	EQUIPMENT INSTALLED	
	SERVICES PERFORMED	
	DID YOU HAVE A SERVICE LEVEL AGREEMENT WITH THE CUSTOMER?	
	WHAT WERE THE CONSEQUENCES IF YOU DID NOT MEET THE LEVELS?	
	DURING THE TIME OF YOUR CONTRACT WITH THE CUSTOMER, DID YOU HAVE ANY PROBLEMS RELATED TO NOT FULFILLING THE ORDERS DUE TO THE LACK OF AVAILABILITY OF THE PRODUCT?	
	IF SO, HOW WAS THIS COMMUNICATED TO THE CUSTOMER?	
WHAT ACTIONS WERE TAKEN TO REDUCE THE IMPACT?		

FORM 6 - PROPOSER REFERENCES (3 Required)

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

1	CLIENT NAME	
	ADDRESS	
	CONTACT NAME/TITLE	
	CONTACT PHONE	
	CONTACT EMAIL	
	SERVICE DATES	
	CONTRACT AMOUNT	\$
	DESCRIPTION OF EQUIPMENT AND SERVICES PROVIDED:	

2	CLIENT NAME	
	ADDRESS	
	CONTACT NAME/TITLE	
	CONTACT PHONE	
	CONTACT EMAIL	
	SERVICE DATES	
	CONTRACT AMOUNT	\$
	DESCRIPTION OF EQUIPMENT AND SERVICES PROVIDED:	

3	CLIENT NAME	
	ADDRESS	
	CONTACT NAME/TITLE	
	CONTACT PHONE	
	CONTACT EMAIL	
	SERVICE DATES	
	CONTRACT AMOUNT	\$
	DESCRIPTION OF EQUIPMENT AND SERVICES PROVIDED:	

REFERENCE QUESTIONNAIRE - INSTRUCTIONS TO THE PROPOSER

Proposers will be evaluated on three (3) completed reference questionnaires. The completed reference questionnaires must be from individuals, companies, or public entities with knowledge of the Proposer's experience that is similar in nature and scope to the products and services being requested by the RFP. References should be from current projects or projects completed within the last five (5) years from the date of the RFP.

References which are not received prior to the proposal response due date and time will receive a score of "0" for that reference. References outside the five (5) years will also receive a score of zero (0) points.

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

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

Proposers must complete the following information on the next page of the "REFERENCE QUESTIONNAIRE" document before sending it to the Reference for response.

- Print the name of your reference (company/organization) on the "REFERENCE PROVIDED BY" line.
- Print the name of your company on the "REFERENCE PROVIDED FOR" line. Send the "Reference's Response To" document to your references to complete and submit.

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

REFERENCE QUESTIONNAIRE**PUERTO RICO DEPARTMENT OF EDUCATION RFP NO.
PRDE-OSIATD-2022-001-WIRELESS EQUIPMENT AND SERVICES II****REFERENCE PROVIDED BY (Name/Organization):**

REFERENCE PROVIDED FOR (Company/Organization):

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 RFP-Wifi-II@de.pr.gov.
5. **This completed document MUST be received no later than 4:00 P.M. AST, March 10, 2023.** Reference documents received after this time will not be considered. References received without a manual signature will not be accepted.
6. **DO NOT RETURN THIS DOCUMENT TO THE PROPOSER (VENDOR).**
7. The Puerto Rico Department of Education may contact references by phone for further clarification, if necessary.

REFERENCE QUESTIONNAIRE

**PUERTO RICO DEPARTMENT OF EDUCATION RFP NO.
PRDE-OSIATD-2022-001-WIRELESS EQUIPMENT AND SERVICES II**

REFERENCE PROVIDED BY: _____

REFERENCE PROVIDED FOR: _____

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 7 - DESIGNATION OF SUBCONTRACTORS

PROPOSER NAME:

SUBCONTRACTOR NO. 1

Proposed Subcontractor Services: _____

Percentage (%) of Total Work: _____

Subcontractor Name: _____

Address: _____

Contact Person/Title: _____

Phone: _____

Email Address: _____

SUBCONTRACTOR NO. 2

Proposed Subcontractor Services: _____

Percentage (%) of Total Work: _____

Subcontractor Name: _____

Address: _____

Phone: _____

Contact Person/Title: _____

Phone: _____

Email Address: _____

SUBCONTRACTOR NO. 3

Proposed Subcontractor Services: _____

Percentage (%) of Total Work: _____

Subcontractor Name: _____

Address: _____

Contact Person/Title: _____

Phone: _____

Email Address: _____

FORM 8 - CERTIFICATE OF INSURANCE COVERAGE

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

PROPOSER NAME: _____

PROPOSER ADDRESS: _____

NAME OF SURETY: _____

NAME OF AGENT: _____

AGENT'S PHONE: _____

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

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

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

APPENDIX 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

In addition to the information provided in Form 5 (Proposer Experience History), describe any additional experience the Proposer has in providing the services being proposed to the scale and scope described in this RFP that the Proposer wants considered by the Department.

2. IMPLEMENTATION PLAN FOR PROPOSED WIRELESS SOLUTION

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

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

3. PERFORMANCE MEASUREMENT AND REPORTING

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

4. BILLING DISPUTE RESOLUTION FOR ALL PROPOSED SERVICES

- A. Are tracking numbers assigned in order that billing problems do not "disappear" and if so, describe.
- B. Provide written procedures for resolving billing issues and the escalation process.

5. CONTRACT/SERVICE CHANGES FOR PROPOSED WIFI

A. Detail approved company provisions that will allow for the Department, during the term of the contract, to modify the contract to reflect changes in the Department's business environment, specifically addressing the following changes in circumstances:

- i. If the Department experiences a significant increase or decrease in service requirements because of new construction, closures or consolidations
- ii. The Department wishes to modify the type of services utilized by the Department under the contract due to network and technology optimizations or new technology releases

6. PROJECT PLAN AND DEPLOYMENT SCHEDULE

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

7. PROBLEM ESCALATION PROCESS

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

8. PROPOSAL SPECIFICATION CHARTS

Please complete and submit the following proposal specification charts:

- A. General Requirements
- B. Technical Requirements
- C. System & Configuration Management

A. GENERAL REQUIREMENTS

DESCRIPTION/REQUIREMENTS	MANDATORY FOR POINTS	AVAILALE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	IF NOT COMPLIANT, EXPLAIN
Indoor access points (AP) should be 3x3 MIMO or better providing 100% wireless coverage for classrooms, offices, sports & recreational areas.	YES	5		
Outdoor access points should be 2x2 MIMO or better.	YES	5		
AP enclosures for environmental and security protection (Rugged housing with security mounting solution)	YES	5		
Integrated Omni-directional antennas	YES	5		
Access points PoE (Power over Ethernet) with alternate DC input	YES	5		
Devices Support and Maintenance:				
- 3-years onsite warranty minimum for all devices which include service, installation, configuration, and parts replacement.	YES	5		
- Manufacturer Device support 5 years minimum	YES	5		
- 24x7 phone support	YES	5		
- 3 days RMA (Return Merchandise Authorization) turnaround with shipping included	YES	5		
UPS systems installation (note: PRDE has UPS inventory at hand, vendor should evaluate use and quote installation on "as needed" basis)	YES	5		
Cabling drops and cabling to MDF cabinets	YES	5		
Cable for both indoor and outdoor drops must be <u>outside rated only</u>	YES	5		
Cabling must be terminated to the corresponding cabinet	YES	5		
The location of each drop installed must be noted on the school floor plan	YES	5		
Each school structured cabling design must be updated	YES	5		

DESCRIPTION/REQUIREMENTS	MANDATORY FOR POINTS	AVAILALE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	IF NOT COMPLIANT, EXPLAIN
Each floor plan and updated structured cabling design must be uploaded to PRDE'S designated SharePoint folder	YES	5		
Each cable drop must be certified	YES	5		
Each cable drop certification must be uploaded to PRDE's designated SharePoint folder	YES	5		
Perform site surveys and heatmaps in accordance with specifications set forth above	YES	5		
Assess site switches quantity for AP installation	YES	5		
TOTAL AVAILABLE POINTS:		100		

B. TECHNICAL REQUIREMENTS

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	IF NOT COMPLIANT, EXPLAIN
VLAN capabilities (802.1q)	YES	5		
Able to forward the TCP/IP and UDP traffic.	YES	5		
Access Points radios compatibility with 802.11a/n/ac and 802.11b/g/n operating concurrently on frequencies band of 2.4GHz & 5GHz	YES	5		
ZPT (Zero Touch Provisioning)	YES	5		
TOTAL AVAILABLE POINTS:		20		

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

C. SYSTEM & CONFIGURATION MANAGEMENT

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	IF NOT COMPLIANT, EXPLAIN
Cloud based dashboard and management system:				
- Monitoring	YES	5		
- Support with different languages (English, Spanish) minimum	YES	5		
- Required DOE reports (specified in Section 5.4)	YES	5		
- Auto schedule and email	YES	5		
- Centralized web-based access point management	YES	5		
- Cloud management console must support log retention for more than one year	YES	5		
- Scheduling firmware updates and patches	YES	5		
- Capacity to allow template-based mass configuration of APs	YES	5		
- Mobile management and monitoring application	YES	5		
- Full system licensing	YES	5		
Access point security protocols for user's access:				
- Configurable captive portal for user's access	YES	5		
- Set alert and Auto notification by email (mandatory) and/or SMS (optional)	YES	5		
- WEP, WPA, WPA2-PSK, WPA2-Enterprise with 802.1x protocols	YES	5		
Site Cloud Dashboard SSID configurable:				
- One for Students SSID	YES	5		
- One for Staff SSID	YES	5		
- One for Guests SSID	YES	5		
Network Access Control management for each facility which at minimum includes:				
- Mitigation of non-zero-day attacks	YES	5		
- Authorization, Authentication and Accounting of network connections.	YES	5		

GENERAL DESCRIPTION	MANDATORY FOR POINTS	AVAILALE POINTS	PROPOSAL IS COMPLIANT (YES/NO)	IF NOT COMPLIANT, EXPLAIN
- Traffic encryption using protocols for 802.1X (ex: EAP-TLS, EAP-PEAP or EAP-MSCHAP)	YES	5		
- User role-based controls by device, application, or security posture post authentication	YES	5		
- Integration with third party management applications capable	YES	5		
- Policy enforcement	YES	5		
- Support for 1,000 or more concurrent sessions	YES	5		
Configuration integration with Azure AD	YES	5		
TOTAL AVAILABLE POINTS:		120		

APPENDIX III: SCHOOLS AND ADMINISTRATIVE SITES TO BE COMPLETED

School addresses are published at <https://de.pr.gov>.

(A) SCHOOLS (61) AND ADMINISTRATIVE SITES (11) NOT STARTED

	SCHOOL	ERATE	TYPE	DESIGNATION	SCHOOL/NON-INSTRUCTIONAL FACILITIES	REGION	MUNICIPALITY
1	3257	17030131	SCHOOL	CHARTER SCHOOL	Camino al Éxito	HUMACAO	
2	3762	17030132	SCHOOL	CHARTER SCHOOL	Cacica Yuisa - ALIANZA	HUMACAO	
3	5987A	17030129	SCHOOL	CHARTER SCHOOL	Academia de Ciencias y Tecnologías	BAYAMON	
4	6372	17030128	SCHOOL	CHARTER SCHOOL	VIMENTI SCHOOL	SAN JUAN	
5	7315	17030127	SCHOOL	CHARTER SCHOOL	Christian Military Academy Alliance	ARECIBO	
6	7845	17030130	SCHOOL	CHARTER SCHOOL	LEAP STEM+E Academy of San Juan	SAN JUAN	
7	27995	17029976	SCHOOL	JUVENILE CENTER	CENTRO DE DETENCION Y TRATAMIENTO SOCIAL PONCE	PONCE	
8	508156	17029974	SCHOOL	JUVENILE CENTER	CENTRO DE DETENCION Y TRATAMIENTO SOCIAL VILLALBA	PONCE	
9	58552	17030121	SCHOOL	JUVENILE CENTER	INSTITUCIÓN CORRECCIONAL PONCE JÓVENES ADULTOS 224	PONCE	
10	57000	146893	SCHOOL	PRDE SCHOOL	JOSE ONOFRE TORRES	PONCE	YAUCO
11	50757	148998	SCHOOL	PRDE SCHOOL	JOSE RODRIGUEZ SOTO / TERESITA NAZARIO SIURANO (50823)	PONCE	GUANICA
12	50773	149000	SCHOOL	PRDE SCHOOL	LUIS MUÑOZ RIVERA	PONCE	GUANICA
13	51292	150981	SCHOOL	PRDE SCHOOL	HERMINIO ARZOLA EMMANUELLI	PONCE	GUAYANILLA
14	51177	151922	SCHOOL	PRDE SCHOOL	HIPÓLITO GARCÍA	PONCE	GUAYANILLA
15	52621	154687	SCHOOL	PRDE SCHOOL	ISMAEL MALDONADO LUGARO	PONCE	PONCE II
16	57182	159930	SCHOOL	PRDE SCHOOL	CARMEN SOLA DE PEREIRA	PONCE	PONCE III
17	53579	173058	SCHOOL	PRDE SCHOOL	LUIS A FERRE AGUAYO	PONCE	YAUCO
18	41004	182026	SCHOOL	PRDE SCHOOL	SU CARMEN VIGNALS ROSARIO	MAYAGUEZ	CABO ROJO

	SCHOOL	ERATE	TYPE	DESIGNATION	SCHOOL/NON-INSTRUCTIONAL FACILITIES	REGION	MUNICIPALITY
19	53009	196346	SCHOOL	PRDE SCHOOL	MANUEL MARTIN MONSERRATE	PONCE	SANTA ISABEL
20	75705	206519	SCHOOL	PRDE SCHOOL	RAFAEL MARTINEZ NADAL	SAN JUAN	GUAYNABO
21	34777	206713	SCHOOL	PRDE SCHOOL	JOSE A LOPEZ CASTRO	HUMACAO	JUNCOS
22	50229	206892	SCHOOL	PRDE SCHOOL	HECTOR I RIVERA	PONCE	ADJUNTAS
23	51631	206916	SCHOOL	PRDE SCHOOL	FELIPE COLON DIAZ	PONCE	JUANA DIAZ
24	52704	206947	SCHOOL	PRDE SCHOOL	JULIO COLLAZO SILVA	PONCE	PONCE I
25	55871	206950	SCHOOL	PRDE SCHOOL	ANTONIO PAOLI	PONCE	PONCE I
26	50781	206988	SCHOOL	PRDE SCHOOL	MAGUEYES II	PONCE	GUANICA
27	51185	206994	SCHOOL	PRDE SCHOOL	ARISTIDES CALES QUIROS	PONCE	GUAYANILLA
28	53603	207035	SCHOOL	PRDE SCHOOL	ELVIRA VICENTE	PONCE	YAUCO
29	53744	207042	SCHOOL	PRDE SCHOOL	BENICIA VELEZ	PONCE	YAUCO
30	67934	207121	SCHOOL	PRDE SCHOOL	BERWIND INTERMEDIA (Hosting school is 62406, Angel Ramos)	SAN JUAN	SAN JUAN III
31	57919	218207	SCHOOL	PRDE SCHOOL	JOSEFA VELEZ BAUZA (SUPERIOR URBANA)	PONCE	PEÑUELAS
32	54940	218272	SCHOOL	PRDE SCHOOL	ANDRES GRILLASCA SALAS	PONCE	PONCE II
33	50690	218292	SCHOOL	PRDE SCHOOL	ELSA E COUTO ANNONI	PONCE	GUANICA
34	51334	218295	SCHOOL	PRDE SCHOOL	DALILA TORRES	PONCE	GUAYANILLA
35	53363	218353	SCHOOL	PRDE SCHOOL	ARTURO LLUBERAS	PONCE	YAUCO
36	52688	16034696	SCHOOL	PRDE SCHOOL	DR PILA	PONCE	PONCE III
37	58305	16034713	SCHOOL	PRDE SCHOOL	LOAIZA CORDERO DEL ROSARIO	PONCE	YAUCO
38	77289	16034714	SCHOOL	PRDE SCHOOL	ELEMENTAL NUEVA	SAN JUAN	SAN JUAN III
39	57638	16034697	SCHOOL	PRDE SCHOOL	BELLAS ARTES DE PONCE	PONCE	PONCE II
40	65284	218412	SCHOOL	PRDE SCHOOL	JOSE M. RIVERA SOLIS	SAN JUAN	SAN JUAN III
41	1953	17030754	SCHOOL	PROYECTO CASA	PROFESSIONAL CAREER TRAINING (Esc. Proyecto CASA Peñuelas)	PONCE	PEÑUELAS
42	2146	17030756	SCHOOL	PROYECTO CASA	UNIVERSIDAD INTERAMERICANA (Esc. Proyecto CASA Inter San Germán)	MAYAGUEZ	SAN GERMAN

	SCHOOL	ERATE	TYPE	DESIGNATION	SCHOOL/NON-INSTRUCTIONAL FACILITIES	REGION	MUNICIPALITY
43	2875	17030757	SCHOOL	PROYECTO CASA	DYNAMIC LEARNING CENTER, INC	SAN JUAN	SAN JUAN
44	4278	17030759	SCHOOL	PROYECTO CASA	PROGRAMA EDUCATIVO ALCANCE	MAYAGUEZ	CABO ROJO
45	4982	17000292	SCHOOL	PROYECTO CASA	ASOCIACIÓN PRO BIENESTAR DE LA FAMILIA	CAGUAS	COMERIO
46	5268	16080864	SCHOOL	PROYECTO CASA	PROFESSIONAL CAREER TRAINING	CAGUAS	CIDRA
47	5314	16076882	SCHOOL	PROYECTO CASA	APRENDE CONMIGO	ARECIBO	CIALES
48	5423	17030761	SCHOOL	PROYECTO CASA	INSTITUTO EDUCACIÓN Y TECNOLOGÍA	CAGUAS	GUAYAMA
49	6713	17030760	SCHOOL	PROYECTO CASA	ASOCIACIÓN PRO BIENESTAR DE LA FAMILIA	BAYAMON	BAYAMON
50	6987	17030762	SCHOOL	PROYECTO CASA	POLITECNICO TERESIANO	HUMACAO	LOIZA
51	7245	17030763	SCHOOL	PROYECTO CASA	NATIONAL TALENT ACADEMY	BAYAMON	BAYAMON
52	8596	17030764	SCHOOL	PROYECTO CASA	INSTITUTO EDUCACIÓN Y TECNOLOGÍA	PONCE	UTUADO
53	8971	17030767	SCHOOL	PROYECTO CASA	PROGRAMA EDUCATIVO ALCANCE	SAN JUAN	SANTURCE
54	9258	17030768	SCHOOL	PROYECTO CASA	NATIONAL TALENT ACADEMY	ARECIBO	ARECIBO
55	9854	17030769	SCHOOL	PROYECTO CASA	CREATE	SAN JUAN	SAN JUAN
56	11262		SCHOOL	PRDE SCHOOL	CONCEPCION PEREZ HERNANDEZ	ARECIBO	CIALES
57	21196		SCHOOL	PRDE SCHOOL	INT. EMÉRITA LEÓN	CAGUAS	CAYEY
58	41475		SCHOOL	PRDE SCHOOL	ALEJANDRO TAPIA Y RIVERA	MAYAGUEZ	LAJAS
59	6725		SCHOOL	CHARTER SCHOOL	ESCUELA PÚBLICA ALIANZA SCHOOL OF SAN JUAN	SAN JUAN	SAN JUAN
60	7369		SCHOOL	CHARTER SCHOOL	ESCUELA ESPECIALIZADA MATEMÁTICAS, CIENCIA Y TECNOLOGÍA	SAN JUAN	SAN JUAN
61	7456		SCHOOL	CHARTER SCHOOL	ESCUELA PÚBLICA ALIANZA DEL DEPORTE	SAN JUAN	SAN JUAN
62	N/A	N/A	ADMIN	NIF	CENTRO ARCHIVO INACTIVO	NIF	
63	N/A	N/A	ADMIN	NIF	CENTRO ARCHIVO INACTIVO	NIF	
64	N/A	N/A	ADMIN	NIF	ARCHIVO INACTIVO RIO PIEDRAS	NIF	
65	N/A	N/A	ADMIN	NIF	EDUCACION ESPECIAL COAMO (OFICINA SATELITE)	NIF	
66	N/A	N/A	ADMIN	NIF	EDUCACION ESPECIAL ADJUNTAS (OFICINA SATELITE)	NIF	

	SCHOOL	ERATE	TYPE	DESIGNATION	SCHOOL/NON-INSTRUCTIONAL FACILITIES	REGION	MUNICIPALITY
67	N/A	N/A	ADMIN	NIF	EDUCACION ESPECIAL CAROLINA (OFICINA SATELITE)	NIF	
68	N/A	N/A	ADMIN	NIF	EDUCACION ESPECIAL SANTURCE (ESCUELA MANUEL BACENAR)	NIF	
69	N/A	N/A	ADMIN	NIF	EDUCACION ESPECIAL EXAMENES LIBRE LUQUILLO	NIF	
70	N/A	N/A	ADMIN	NIF	EDUCACION ESPECIAL GUAYANILLA	NIF	
71	N/A	N/A	ADMIN	NIF	Centro de Servicio (Tres Monjitas)	NIF	
72	N/A	N/A	ADMIN	NIF	Admin Anexo & Centro de Servicios de Educacion Especial de San Juan	NIF	

(B) SCHOOLS WITH UNFINISHED CLASSROOMS (205)

	SCHOOL CODE	ERATE CODE	SCHOOLS/NON-INSTRUCTIONAL FACILITIES	REGION	MUNICIPALITY	# OF ROOMS WITHOUT AP
1	10272	180268	EUGENIO MARIA DE HOSTOS	ARECIBO	ARECIBO I	8
2	10314	180111	JULIO SEIJO	ARECIBO	ARECIBO II	2
3	10322	206275	SU ENRIQUE DE JESUS BORRAS	ARECIBO	ARECIBO I	24
4	10512	180183	SU MANUEL RUIZ GANDIA	ARECIBO	ARECIBO II	1
5	10546	182016	SU FEDERICO DEGETAU	ARECIBO	ARECIBO I	2
6	10611	180182	VICTOR ROJAS I	ARECIBO	ARECIBO II	2
7	10637	206280	ANGELICA GOMEZ DE BETANCOURT	ARECIBO	ARECIBO I	8
8	10702	206332	FERNANDO SURIA CHAVEZ	ARECIBO	BARCELONETA	8
9	10710	180256	JUANITA RAMIREZ GONZALEZ	ARECIBO	FLORIDA	1
10	10744	206347	IMBERY	ARECIBO	BARCELONETA	1
11	10967	180224	RALPH W EMERSON	ARECIBO	CAMUY	3
12	11320	206850	SU FRANCISCO SERRANO	ARECIBO	CIALES	10

	SCHOOL CODE	ERATE CODE	SCHOOLS/NON-INSTRUCTIONAL FACILITIES	REGION	MUNICIPALITY	# OF ROOMS WITHOUT AP
13	11387	180262	LUIS MELENDEZ RODRIGUEZ	ARECIBO	HATILLO	11
14	11411	180264	CARMEN NOELIA PERAZA TOLEDO	ARECIBO	HATILLO	2
15	11494	180257	SU RAFAEL ZAMOT CRUZ	ARECIBO	HATILLO	2
16	11908	180325	JULIO LEBRON SOTO	ARECIBO	LARES	2
17	12005	180319	GEORGE WASHINGTON	ARECIBO	LARES	2
18	12062	180335	FRANCISCO MENENDEZ BALBAÑE	ARECIBO	MANATI	2
19	12070	206457	FELIX CORDOVA DAVILA	ARECIBO	MANATI	6
20	12088	206254	FERNANDO CALLEJO	ARECIBO	MANATI	6
21	12096	206459	JESUS T PIÑERO	ARECIBO	MANATI	2
22	12138	206460	EVARISTO CAMACHO	ARECIBO	MANATI	2
23	12229	180330	TEODOMIRO TABOAS	ARECIBO	MANATI	2
24	12278	206863	JUANA G AVILES (FRANQUEZ)	BAYAMON	MOROVIS	5
25	12336	180349	RAMON TORRES RIVERA	BAYAMON	MOROVIS	3
26	12377	206864	JAIME A COLLAZO DEL RIO	BAYAMON	MOROVIS	3
27	12401	180347	SU JOSE R BARRERAS	BAYAMON	MOROVIS	2
28	12518	180368	SU BONIFACIO ALVARADO	BAYAMON	OROCOVIS	4
29	12633	180365	VISITACION PAGAN	BAYAMON	OROCOVIS	2
30	12716	180372	SU BOTIJAS I	BAYAMON	OROCOVIS	3
31	12724	180375	SU ANA JOAQUINA ORTIZ ORTIZ	BAYAMON	OROCOVIS	2
32	12740	180373	ANGEL RAFAEL DIAZ COLON	BAYAMON	OROCOVIS	9
33	12765	206869	SU SANAMUERTOS	BAYAMON	OROCOVIS	9
34	12799	206467	RAMON EMETERIO BETANCES	ARECIBO	QUEBRADILLAS	8
35	12872	206468	DR PEDRO ALBIZU CAMPOS	ARECIBO	QUEBRADILLAS	3
36	13334	206472	SU MARTA LAFONTAINE	PONCE	UTUADO	4
37	13425	206475	LUIS MUÑOZ RIVERA	PONCE	UTUADO	2

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38	13912	218045	NUEVA BRIGIDA ALVAREZ RODRIGUEZ / JOSE GUALBERTO PADILLA (71860)	ARECIBO	VEGA BAJA	1
39	14340	206870	ALBERTO MELENDEZ	BAYAMON	OROCOVIS	2
40	14373	180400	MARIA LIBERTAD GOMEZ	PONCE	UTUADO	1
41	15404	180277	EPIFANIO ESTRADA	MAYAGUEZ	ISABELA	1
42	17186	206866	ANGEL G. QUINTERO	BAYAMON	MOROVIS	5
43	17319	206851	JUAN A CORRETJER	ARECIBO	CIALES	8
44	17392	UNKNOWN	INSTITUTO TEC RECINTO DE MANATI	ARECIBO	MANATI	8
45	17418	206256	NUEVA JUAN S MARCHAND	ARECIBO	MANATI	2
46	17467	206253	AMALIA LOPEZ DE AVILA (NUEVA)	ARECIBO	CAMUY	4
47	17707	16034568	DR EFRAIN GONZALEZ TEJERA	PONCE	UTUADO	3
48	17871	15034573	NELIDA MELENDEZ MELENDEZ	BAYAMON	OROCOVIS	9
49	18176	16043324	ELI RAMOS ROSARIO	ARECIBO	BARCELONETA	1
50	18184	16043325	NUEVA INTERMEDIA	ARECIBO	BARCELONETA	1
51	18192	16059078	MARIA CADILLA DE MARTINEZ	ARECIBO	ARECIBO II	2
52	18226	16053398	HECTOR HERNANDEZ ARANA	ARECIBO	LARES	2
53	18234	16059079	VICENTE ACEVEDO BALLESTER	ARECIBO	BARCELONETA	2
54	18291	UNKNOWN	NUEVA URBANA DE CIALES	ARECIBO	CIALES	4
55	20065	206564	ALFOIPO LOPEZ O'NEILL	CAGUAS	AGUAS BUENAS	1
56	20180	206570	CARMEN D ORTIZ ORTIZ(SU SUMIDERO)	CAGUAS	AGUAS BUENAS	1
57	20339	206581	SU CARMEN ZENAIDA VEGA (LA PLATA)	CAGUAS	AIBONITO	14
58	20362	206582	DR JOSE N GANDARA	CAGUAS	AIBONITO	17
59	20412	180641	EL FARALLON	CAGUAS	BARRANQUITAS	2
60	20479	180644	INOCENCIO CINTRON ZAYAS	CAGUAS	BARRANQUITAS	8
61	20537	206844	SU LA LOMA (ANTONIO VAZQUEZ RAMOS)	CAGUAS	BARRANQUITAS	7
62	20545	206845	SU LAJITAS (RAMON T RIVERA)	CAGUAS	BARRANQUITAS	4

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63	20578	180651	ABELARDO DIAZ MORALES	CAGUAS	CAGUAS I	1
64	20594	206605	NICOLAS AGUAYO ALDEA	CAGUAS	CAGUAS I	1
65	20685	180654	BENITA GONZALEZ QUIÑONES	CAGUAS	CAGUAS I	1
66	20727	180918	CIPRIANO MANRIQUE	CAGUAS	CAGUAS II	1
67	20735	206616	DIEGO VAZQUEZ	CAGUAS	CAGUAS I	4
68	20776	206639	ANTONIO S PEDREIRA (PRE-TEC)	CAGUAS	CAGUAS II	8
69	20784	206619	JESUS T PIÑERO	CAGUAS	CAGUAS I	30
70	20800	218046	JOSE GAUTIER BENITEZ	CAGUAS	CAGUAS II	30
71	20982	180904	REPUBLICA DE COSTA RICA	CAGUAS	CAGUAS I	3
72	20990	180917	ROSA C BENITEZ	CAGUAS	CAGUAS II	1
73	21022	206647	SU SANDALIO MARCANO	CAGUAS	CAGUAS II	2
74	21055	206622	MANUELA TORO MORICE	CAGUAS	CAGUAS I	6
75	21063	180647	PEPITA GARRIGA	CAGUAS	CAGUAS I	5
76	21089	180942	BENIGNO FERNANDEZ GARCIA	CAGUAS	CAYEY	1
77	21097	180922	BENIGNO CARRION	CAGUAS	CAYEY	1
78	21105	180939	BENJAMIN HARRISON	CAGUAS	CAYEY	5
79	21352	181943	SU EUGENIO MARIA DE HOSTOS	CAGUAS	CAYEY	1
80	21550	180945	JESUS T PIÑERO	CAGUAS	CIDRA	2
81	21659	181076	SU JUAN STUBBE	CAGUAS	CIDRA	6
82	21758	206681	JUANA COLON	CAGUAS	COMERIO	6
83	21865	206707	SU RAMON ALEJANDRO AYALA	CAGUAS	COMERIO	2
84	21881	206708	SU MARIA C SANTIAGO	CAGUAS	COMERIO	3
85	22012	206593	MATIAS GONZALEZ GARCIA	CAGUAS	GURABO	4
86	22053	206598	MARGARITA RIVERA DE JANER	CAGUAS	GURABO	2
87	23119	180913	HAYDEE CABALLERO	CAGUAS	CAGUAS II	2
88	23135	180898	MYRNA M FUENTES	CAGUAS	CAGUAS II	2

	SCHOOL CODE	ERATE CODE	SCHOOLS/NON-INSTRUCTIONAL FACILITIES	REGION	MUNICIPALITY	# OF ROOMS WITHOUT AP
89	23515	180911	JUSTINA VAZQUEZ MENDOZA	CAGUAS	CAGUAS II	6
90	23531	218026	MIGUEL MELENDEZ MUÑOZ	CAGUAS	CAYEY	4
91	24752	206563	JOSE HORACIO CORA	CAGUAS	ARROYO	2
92	24760	206302	VICENTE PALES ANES	CAGUAS	GUAYAMA	3
93	24786	206304	GENARO CAUTIÑO	CAGUAS	GUAYAMA	4
94	24927	206312	RAFAEL ANTONIO DELGADO MATEO	CAGUAS	GUAYAMA	1
95	24950	181109	OSCAR HERNANDEZ GUEVARA	CAGUAS	GUAYAMA	1
96	25197	181152	GUILLERMO RIEFKHOL (ANNEX LAMBOGLIA - 25080)	HUMACAO	PATILLAS	2
97	25239	181158	SU JOAQUIN PARRILLA	HUMACAO	PATILLAS	3
98	25312	206315	SIMON MADERA	CAGUAS	GUAYAMA	4
99	25601	206627	ELOISA PASCUAL	CAGUAS	CAGUAS I	1
100	25627	206673	DR RAMON EMETERIO BETANCES	CAGUAS	CAYEY	3
101	25932	180893	PEPITA ARENAS	CAGUAS	CAGUAS I	6
102	26492	206629	ANTONIO DOMINGUEZ NIEVES	CAGUAS	CAGUAS I	1
103	27540	206573	DR PEDRO ALBIZU CAMPOS	CAGUAS	AGUAS BUENAS	4
104	27557	181071	RUTH EVELYN CRUZ SANTOS	CAGUAS	CIDRA	4
105	27565	INELEGIBLE	BONIFACIO SANCHEZ JIMENEZ	CAGUAS	AIBONITO	3
106	27623	UNKNOWN	INSTITUTO TEC RECINTO DE GUAYAMA	CAGUAS	GUAYAMA	1
107	27714	218039	ADALBERTO SANCHEZ MORALES	CAGUAS	ARROYO	1
108	28076	16034575	DRA CARMENDELIA COLON MARTINEZ	CAGUAS	AIBONITO	7
109	28084	228518	SALVADOR BRAU ELEMENTAL	CAGUAS	CAYEY	8
110	28456	16065236	INTERMEDIA BO QUEBRADILLAS	CAGUAS	BARRANQUITAS	1
111	28522	16048617	ANTONIO FERNOS ISERN	HUMACAO	SAN LORENZO	2
112	30148	206346	ANTONIO VALERO BERNABE	HUMACAO	FAJARDO	21

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113	30167	UNKNOWN	CROEC-CENTRO RESIDENCIAL DE OPORTUNIDADES	HUMACAO	CEIBA	52
114	30874	218104	JOSE DE DIEGO	HUMACAO	LAS PIEDRAS	6
115	32250	206402	CASIANO CEPEDA INTERMEDIA/ CASIANO CEPEDA SUPERIOR (34256)	HUMACAO	RIO GRANDE	12
116	32268	206404	RAFAEL REXACH DUEÑO	HUMACAO	RIO GRANDE	2
117	32433	181956	SU ASUNCION LUGO	HUMACAO	YABUCOA	1
118	32573	206757	JOSE .F CINTRON Y ANEXO	HUMACAO	YABUCOA	11
119	32755	206759	TEODORO AGUILAR MORA	HUMACAO	YABUCOA	12
120	32763	181952	JAIME C RODRIGUEZ	HUMACAO	YABUCOA	2
121	33043	181935	GERMAN RIECKEHOFF	HUMACAO	VIEQUES	3
122	33308	206651	RUFINO VIGO	HUMACAO	HUMACAO	2
123	33340	206337	LUIS HERNAIZ VERONNE	HUMACAO	CANOVANAS	17
124	33647	181919	ANTERA ROSADO FUENTES	HUMACAO	RIO GRANDE	4
125	33662	16034581	CARLOS RIVERA UFRET	HUMACAO	HUMACAO	23
126	34199	181384	SU AGAPITO LOPEZ FLORES	HUMACAO	HUMACAO	6
127	34207	206339	JOSE SANTOS QUIÑONES	HUMACAO	CANOVANAS	4
128	34363	206712	ISABEL FLORES	HUMACAO	JUNCOS	8
129	35295	206555	20 DE SEPTIEMBRE DE 1988	HUMACAO	VIEQUES	3
130	35501	181776	SUP VOC MANUEL MEDIAVILLA	HUMACAO	HUMACAO	9
131	35766	226269	ANA DELIA FLORES SANTANA VOC	HUMACAO	FAJARDO	7
132	35840	16034585	MARIA M SIMMON DE RIVERA	HUMACAO	VIEQUES	1
133	35881	206388	JUAN JOSE MAUNEZ	HUMACAO	NAGUABO	2
134	36046	228267	SU NUEVA BO MEDIANIA	HUMACAO	LOIZA	4
135	40147	206766	AQUILINO CABAN	MAYAGUEZ	AGUADA	2
136	40477	181990	LUIS MUÑOZ RIVERA	MAYAGUEZ	AGUADILLA	3

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137	41541	218296	LUIS MUÑOZ RIVERA	MAYAGUEZ	LAJAS	6
138	41582	207001	SU JUAN CANCIO ORTIZ DE LA RENTA	MAYAGUEZ	LAJAS	6
139	41699	206795	DR SILVERIO MEDINA GAUD	MAYAGUEZ	LAS MARIAS	2
140	42259	218190	OLGA MAS RAMIREZ/CONSUELO PÉREZ CINTRON(42432)	MAYAGUEZ	MAYAGUEZ	1
141	42473	218198	ADOLFO BABILONIA	MAYAGUEZ	MOCA	2
142	42812	218205	CUCHILLAS	MAYAGUEZ	MOCA	4
143	43018	207012	JOSE R GAZTAMBIDE	MAYAGUEZ	SABANA GRANDE	13
144	43745	206833	SU MAXIMINO A SALAS	MAYAGUEZ	SAN SEBASTIAN	1
145	45310	206771	CENTRO VOCACIONAL ESPECIAL	MAYAGUEZ	AGUADA	5
146	46672	206786	ANTONIO BADILLO HERNANDEZ	MAYAGUEZ	AGUADILLA	23
147	47589		CENTRO DE ADEISTRAMIENTO Y BELLAS ARTE/ELADIO J. VEGA (SE MUDO AQUI CABA 47589) REPLACED 40345	MAYAGUEZ	AGUADILLA	3
148	48298	206797	EUGENIO MARIA DE HOSTOS (SUPERIOR)	MAYAGUEZ	MAYAGUEZ	9
149	50492	206899	BENJAMIN FRANKLIN	PONCE	COAMO	2
150	50716	UNKNOWN	FRANKLIN D. ROOSEVELT	PONCE	GUANICA	3
151	51656	206917	RUTHERFORD B HAYES	PONCE	JUANA DIAZ	1
152	51938	156974	SU JORGE LUCAS VALDIVIESO	PONCE	PEÑUELAS	8
153	51946	158955	RAMON PEREZ PURCELL / INTERMEDIA BARRIO SANTO DOMINGO (58115)	PONCE	PEÑUELAS	24
154	52258	189004	JUAN CUEVAS ABOY	PONCE	PONCE III	5
155	52621	154687	ISMAEL MALDONADO LUGARO	PONCE	PONCE II	7
156	52688	16034696	DR PILA	PONCE	PONCE III	7
157	53470	207030	ERNESTO RAMOS ANTONINI	PONCE	YAUCO	8
158	54288	206948	ERNESTO RAMOS ANTONINI	PONCE	PONCE I	14
159	54866	206965	DR ALFREDO M AGUAYO	PONCE	PONCE III	13

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160	55806	UNKNOWN	JOSE B BARCELO OLIVER	PONCE	ADJUNTAS	2
161	56069	206968	BETHZAIDA VELAZQUEZ SUPERIOR	PONCE	PONCE II	2
162	57835	206330	SU URBANA SALINAS	CAGUAS	SALINAS	3
163	57919	218207	JOSEFA VELEZ BAUZA (SUPERIOR URBANA)	PONCE	PEÑUELAS	1
164	60335	207050	JESUS T PIÑERO	SAN JUAN	CAROLINA I	9
165	60905	207058	LORENZO VIZCARRONDO	SAN JUAN	CAROLINA I	1
166	61432	218380	LAS AMERICAS	SAN JUAN	SAN JUAN II	1
167	61572	207090	CENTRAL ARTES VISUALES	SAN JUAN	SAN JUAN I	4
168	62398	218428	MIGUEL SUCH	SAN JUAN	SAN JUAN IV	17
169	62661	206588	AMALIA MARIN	SAN JUAN	SAN JUAN V	15
170	62877	218437	REPUBLICA DE COLOMBIA	SAN JUAN	SAN JUAN III	1
171	63081	207102	LUIS LLOREIP TORRES	SAN JUAN	SAN JUAN I	9
172	63131	207105	ERNESTO RAMOS ANTONINI	SAN JUAN	SAN JUAN IV	5
173	65094	UNKNOWN	INSTITUTO TEC RECINTO DE SAN JUAN	SAN JUAN	SAN JUAN III	8
174	66225	207118	CARMEN GOMEZ TEJERA	SAN JUAN	SAN JUAN III	6
175	66480	207064	PETRA ROMAN VIGO	SAN JUAN	CAROLINA I	3
176	67785	207120	BERWIND ELEMENTAL	SAN JUAN	SAN JUAN III	6
177	69013	218448	TULIO LARRINAGA	SAN JUAN	TRUJILLO ALTO	1
178	69047	207126	MEDARDO CARAZO	SAN JUAN	TRUJILLO ALTO	1
179	70078	180439	CACIQUE AGÜEYBANA	BAYAMON	BAYAMON I	30
180	70177	206940	JUAN MORELL CAMPOS	BAYAMON	BAYAMON III	2
181	70276	206492	MIGUEL MELENDEZ MUÑOZ	BAYAMON	BAYAMON II	1
182	70425	180469	CRISTOBAL COLON	BAYAMON	BAYAMON II	2
183	70516	206501	DR. AGUSTIN STAHL	BAYAMON	BAYAMON I	14
184	70672	180499	ANDRES C GONZALEZ	BAYAMON	BAYAMON II	1
185	70813	180510	FRANCISCO OLLER	BAYAMON	CATAÑO	10

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186	70888	206855	EMILIO R DELGADO	BAYAMON	COROZAL	72
187	71035	206859	SU JULIAN MARRERO	BAYAMON	COROZAL	8
188	71050	206860	SU NICOLAS RODRIGUEZ	BAYAMON	COROZAL	1
189	71068	206861	SU DEMETRIO RIVERA	BAYAMON	COROZAL	1
190	71076		JACINTO LOPEZ MARTINEZ	ARECIBO	DORADO	11
191	71084	206514	RICARDO ARROYO LARACUENTE	ARECIBO	DORADO	2
192	71373	206534	JOSE PABLO MORALES	BAYAMON	TOA ALTA	9
193	71498	180585	LUIS M SANTIAGO	BAYAMON	TOA BAJA	24
194	71522	180584	JOSE ROBLES OTERO	BAYAMON	TOA BAJA	1
195	71639	180593	DELIA DAVILA DE CABAN	BAYAMON	TOA BAJA	3
196	71662	180586	CARMEN BARROSO MORALES	BAYAMON	TOA BAJA	1
197	71704	206558	FRANCISCA DAVILA SEMPRIT	BAYAMON	TOA BAJA	35
198	71738	180601	ANTONIO PAOLI	ARECIBO	VEGA ALTA	1
199	71886	206879	ANGEL SANDIN MARTINEZ	ARECIBO	VEGA BAJA	13
200	71894	206880	LINO PADRON RIVERA	ARECIBO	VEGA BAJA	2
201	72082	206886	MANUEL MARTINEZ DAVILA	ARECIBO	VEGA BAJA	2
202	74039	206560	MARIA TERESA PIÑEIRO	BAYAMON	TOA BAJA	3
203	75739	206521	ROSALINA C MARTINEZ	SAN JUAN	GUAYNABO	24
204	76356	229917	FRANCISCO ROQUE MUÑOZ	BAYAMON	NARANJITO	1
205	77552	16037317	PAPA JUAN XXIII / PAPA JUAN XXIII (70219)	BAYAMON	BAYAMON III	5
TOTAL						1238