



**GOBIERNO DE PUERTO RICO
DEPARTAMENTO DE EDUCACIÓN**

**COMMONWEALTH OF PUERTO RICO DEPARTMENT OF EDUCATION
(BEN #157779)**

RFP NO: SF (OC) 2011-008

**REQUEST FOR PROPOSALS FOR E-RATE FY2012 TELECOMMUNICATIONS,
INTERNET ACCESS AND BASIC MAINTENANCE**

Date Issued:	February 1, 2012
Questions Due:	February 7, 2012
Pre-Proposal Conference:	February 10, 2012 at 10:00 AM
Letters of Intent Due:	February 23, 2012
Proposals Due:	March 1, 2012 at 10:00 AM
Eligible Services Start Date:	July 1, 2012

**PROPOSALS MUST BE RECEIVED BY 10:00 A.M. ON MARCH 1, 2012
LATE PROPOSALS WILL NOT BE ACCEPTED**

VENDORS SHALL DELIVER EIGHT (8) COPIES OF PROPOSALS

- **ONE (1) SIGNED ORIGINAL SET, AND**
- **SEVEN (7) COPIES ON PAPER, CD OR DISK.**

PROPOSALS SHALL BE ADDRESSED AND DELIVERED TO:

Jorge Toro Mc Cown
E-Rate Director
Commonwealth of Puerto Rico Department of Education
Legal Division
150 Federico Costas, 1st Floor
San Juan, P.R. 00919
Email: toromj@de.gobierno.pr
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1 GENERAL INVITATION

The Commonwealth of Puerto Rico Department of Education (“he “PRDE” or “Department”) is requesting proposals pursuant to **RFP No. SF (OC) 2011-008** entitled “**Request for Proposals for E-Rate FY2012 Telecommunications, Internet Access and Basic Maintenance**” (hereinafter, this “RFP”). The services described in this RFP shall be performed on behalf of the Department of Information Technology. This RFP is governed by Public Law 7040 dated October 5, 2005 and the PRDE regulation for the Procurement, Sale and Bid of Goods and Non-Personal Services. Vendors are invited to submit proposals for one, several or all of the services requested in this RFP.

THIS RFP, APPLICABLE DEPARTMENT STANDARDS, RESPONSES TO VENDOR QUESTIONS, RFP AMENDMENTS (IF ANY) AND OTHER NOTICES PERTAINING TO THIS RFP WILL BE POSTED AT [HTTP://DDE.PR/ERATE](http://DDE.PR/ERATE). VENDORS ARE STRONGLY ENCOURAGED TO CHECK THE DESIGNATED WEBSITE ON A REGULAR BASIS THROUGHOUT THE SOLICITATION PERIOD FOR UPDATES.

1.1 PRDE Rights

The Department is not obligated to award any contracts pursuant to this RFP, nor is the Department obligated to pay for any costs incurred in the preparation and submission of proposals. Moreover, no vendor shall have any rights against the Department arising at any stage of the solicitation from any negotiations that take place, or from the fact that the Department does not select a vendor for presentations or negotiations.

Further, the Department reserves, without limitation, the right to:

- A. Reject any or all of the proposals;
- B. Issue one or more subsequent RFPs for the same services;
- C. Amend or cancel the entire RFP;
- D. Extend the deadline for submitting proposals
- E. At its sole discretion, reduce the scope of services if in the best interest of the Board;
- F. Appoint an evaluation committee to evaluate proposals and make vendor selections;
- G. Seek the assistance of outside technical experts to review proposals;
- H. Seek the assistance E-Rate experts to assist with E-Rate program questions, processes, eligibility, and cost allocations during the procurement process;
- I. Invite one or more vendors for presentations and negotiations after review of proposals;
- J. Check vendor references and investigate the qualifications of any vendor under consideration, require confirmation of information furnished by vendors, and require additional evidence of qualifications to perform the services described in this RFP;

- K. Investigate the qualifications of any subcontractors proposed by vendors;
- L. Confirm vendor understanding of, and experience in, the E-Rate program;
- M. Establish a short list of proposers for discussions/clarifications after review of written proposals;
- N. Negotiate with any, all, or none of the proposers;
- O. Solicit best and final offers (BAFO) from all, some or none of the proposers;
- P. Award a contract to one or more proposers;
- Q. Accept other than the lowest priced proposal;
- R. Waive informalities and irregularities in Proposals;
- S. Award a contract without discussions or negotiations;
- T. Renegotiate or revise the contract based upon SLD/USAC rule changes prior to and/or after the award of the contract;
- U. Disqualify proposals upon if there is evidence of collusion with intent to defraud or other illegal practices on the part of any proposers;
- V. Reduce the scope of any awarded services;
- W. If any vendor 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 in order to cover the difference between the vendor's cost and the cost proposed by the next qualified vendor, as well as to cover other damages and direct expenses of the Department;
- X. Refrain from applying for E-Rate funding for any services proposed under this RFP; and
- Y. Exercise any other right or take any other action allowed by law.

1.2 Procurement Schedule and Milestones

1.2.1 Timeline

The PRDE anticipates that the following schedule will be followed throughout the procurement process:

RFP Table 1

Event	Date
Release and Publication of the RFP on Website; Posting of Form 470	February 1, 2012
Deadline for submittal of formal RFP questions	February 7, 2012
Pre-Proposal Conference	February 10, 2012
Deadline for submittal of Letters of Intent (<i>Mandatory</i>)	February 23, 2012
Deadline for submittal of proposals to the PRDE	March 1, 2012
Formal presentations to PRDE	TBD, if Required
Eligible services start date	July 1, 2012

1.2.2 RFP Questions

Questions may be submitted in writing via letter or email and must be received by 5:00 p.m. on February 7, 2012. Questions received by the deadline will be distributed at the Pre-Proposal Conference. The responses will also be posted at <http://dde.pr/erate>.

Questions received after the deadline will not be answered.

1.2.3 Pre-Proposal Conference

All vendors interested in submitting proposals are invited to attend the Pre-Proposal Conference to be held on February 10, 2012. The meeting will be held at 10:00 AM, at 150 Federico Costas, 1st Floor.

1.2.4 Letter of Intent

Vendors that plan to submit a proposal in response to this RFP are required to submit a letter stating their intent ("Letter of Intent") to submit one or more proposals in response to this RFP. The Letter of Intent must be delivered to the PRDE by the deadline indicated in Table 1. A sample Letter of Intent is attached to this RFP as Exhibit A.

The filing of a Letter of Intent is a mandatory prerequisite under Puerto Rico procurement rules for submission of a proposal under this RFP.

1.3 PRDE CONTACT PERSON FOR RFP INFORMATION

During the evaluation period, except where explicitly established within this RFP, the PRDE E-Rate Director for this procurement process **shall be the sole point of contact between vendors and the Department** (the evaluation period is defined as the period of time starting on the date of release and publication of the RFP, and ending on the date when the corresponding contracts are signed by the parties).

During the evaluation period, any vendor that contacts or attempts to contact an officer or employee of the PRDE other than the E-Rate Director regarding this procurement process shall be deemed in violation of the conditions established herein, and **may be subject to immediate disqualification**. All relevant PRDE officers and personnel have been made aware of this condition, and are prepared to take action should such a situation arise, without any notice or warning to vendors in violation of this proscription. Vendors should ensure that all personnel and subcontractors are made aware of, and abide by this procurement condition.

All RFP-related communications, questions and requests for clarification are to be directed to the E-Rate Director named below, in writing:

Jorge Toro Mc Cown, E-Rate Director
 Commonwealth of Puerto Rico Department of Education
 Legal Division
 150 Federico Costas, 1st Floor
 San Juan, P.R. 00919
 Email: toromj@de.gobierno.pr
 Phone: (787) 773-4053

1.4 About the PRDE

The PRDE is the governmental agency that directly runs and operates Puerto Rico's public school system. Unlike most states, the PRDE acts both as a State Educational Agency (SEA), and as a single Local Educational Agency (LEA). Information concerning the PRDE school system is set forth in Table 2 and Table 3 Below:

Table 2

THE PRDE SCHOOL SYSTEM (Approximate Counts)	
Students:	600,000
Schools:	1,483
Teachers:	44,000
Employees (including teachers):	70,000
Educational Regions:	7
School Districts (within the Regions):	28

Table 3: Regions and Districts (School Count Estimates)

REGION	DISTRICTS	# OF SCHOOLS	REGION	DISTRICTS	# OF SCHOOLS
ARECIBO	Arecibo	51	MAYAGUEZ	Aguadilla	61
	Camuy	39		Cabo Rojo	48
	Manati	44		San Sebastian	57
	Vega Alta	47		Mayaguez	52
		181			218
BAYAMON	Bayamon	67	PONCE	Ponce	73
	Corozal	29		Santa Isabel	63
	Orocovis	29		Utua	41
	Toa Baja	50		Yauco	59
		175			236
CAGUAS	Barranquitas	44	SAN JUAN	Carolina	45
	Cidra	52		Guaynabo	42
	Guayama	50		San Juan I	52
	Gurabo	61		San Juan II	78
		207			217
HUMACAO	Canovanas	52			
	Fajardo	40			
	Las Piedras	58			
	Yabucoa	59			
		209			

1.5 RFP Organization. This RFP is organized into the following sections:

- A. **Section 1 – General Invitation.** This section provides background and general information related to the RFP process and the Department. It identifies the PRDE as the issuing agency, provides a procurement schedule, and assigns procurement communications responsibilities on each party's side, throughout the procurement process.
- B. **Section 2 – E-Rate Program.** This section provides an overview of the E-Rate program, and certain key definitions and compliance requirements.
- C. **Section 3 – General Terms and Conditions.** This section outlines the general terms and conditions for doing business with the Department as shall be set forth in the contracts between the Department and any vendors awarded services under this RFP.
- D. **Section 4 – Specific Terms and Conditions.** This section provides specific vendor requirements pertaining to the delivery of, and invoicing for, services provided by the vendor to the Department under the E-Rate program.
- E. **Section 5 – The PRDE Network.** This section provides vendors with diagrams and information concerning the PRDE networks.
- F. **Section 6 – Scope of Services - Telecommunications.** This section describes certain services requested by the Department.
- G. **Section 7 – Scope of Services – Internet Access.** This section describes certain services requested by the Department.
- H. **Section 8 – Scope of Services – Basic Maintenance of Internal Connections.** This section describes certain services requested by the Department.
- I. **Section 9 – Submittal Requirements.** This section provides instructions and describes requirements for vendors in preparing and submitting. Vendors must comply with all of the guidelines established in this section.
- J. **Section 10 – Evaluation Criteria and Vendor Selection.** This section describes the proposal evaluation and vendor selection process to be followed in connection with this RFP.

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2 E-RATE PROGRAM

2.1 General Overview.

The Federal Universal Service Discount Program for Schools and Libraries, commonly referred to as the “educational rate program” (“E-Rate”) was established pursuant to an amendment to the Telecommunications Act of 1996. The primary objective of the E-Rate program is to provide funding for telecommunications services for eligible schools and libraries, particularly those in rural and economically disadvantaged areas. The Universal Services Administration Corporation (“USAC”), Schools and Libraries Division (“SLD”), with the oversight of the Federal Communications Commission (“FCC”), administers the program. E-Rate funds are intended to provide the conduits for voice, video, and data flow within and among eligible organizations; they are not intended to provide data content or end user equipment and software. Eligible equipment and services include:

- Wiring and physical network components necessary to enable data transmission among schools and libraries.
- Basic conduit access to the Internet, including necessary wiring, network components, ISP services and email.
- Leased, tariffed, contracted or month-to-month telecommunications services from eligible providers that are used to transmit information electronically among sites.
- Servers and operating systems necessary to manage networks.
- Internal wiring and components necessary to expand data access within a school or library (e.g. wiring to individual classrooms).

The E-Rate program facilitates funding by subsidizing between 20% and 90% of the cost of eligible products and services to eligible institutions. For a school, the discount is based on the percentage of students in that school that qualify free or reduced-price meals under the National School Lunch Program. The PRDE’s FY2012 E-Rate Discount is expected to be 90%.

Key E-Rate definitions and applicable E-Rate Compliance requirements are set forth on [Exhibit B](#).

2.2 PRDE Billed Entity Number.

The PRDE’s Billed Entity Number is: **157779**

3 GENERAL TERMS AND CONDITIONS

3.1 Changes or alternatives.

The specifications, terms, conditions and instructions in this RFP represent the terms and conditions under which the awards will be evaluated. Those vendors that cannot comply with one or many of these terms, conditions and instructions, may submit alternatives. The Department reserves the right to revoke its approval for an award of a contract for any reason, including but not limited to, if a vendor, in the Department's sole opinion, submits substantially different general and specific terms and conditions from for the contract that were not disclosed in vendor's response.

3.2 Proposal Guaranty (Bid Bond).

Vendors are required to include a proposal guaranty bond in an amount equal to 20% of the total proposal. The bond must be issued by a surety company authorized to do business in the Commonwealth of Puerto. The 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.

3.3 Service Warranty.

The vendor shall represent and warrant in the contract that it can and will perform, or cause the services to be performed, in strict accordance with the provisions and requirements of the contract. The services will be performed in a timely, professional and workmanlike manner, in accordance with all applicable industry and professional standards. Such services shall be in compliance with all applicable laws, rules, regulations or orders. If the Department notifies the vendor, or if the vendor becomes aware of any non-performance, error or defect covered by the foregoing warranties, the vendor 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 vendor will assign to the Department any third-party warranties vendor receives in connection with any services performed under the contract.

3.4 State Taxes.

The prices quoted by the vendor shall include all applicable state taxes.

3.5 Document Signatures.

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

3.6 Government Obligation.

The Government will not be considered to be obligated with regard to any award until a contract is signed.

3.7 Registry of Bidders.

The Department reserves the right to exclude from consideration any vendor that is not in the Single Bidder Registry.

3.8 Performance Guaranty.

The vendors that are awarded contracts 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 up to 60% of the maximum total proposal. 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.

3.9 Contract Requirement.

Each vendor agrees that if approved as a provider for the services, the vendor will enter into written contract(s) with the Department pertaining thereto prior to the deadline for the PRDE to file its FY2012 E-Rate applications. The contract will contain, among other terms, the general and specific terms and conditions contained in this Section 3 and in Section 4 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 vendor fail to enter into a contract, the vendor's approval for award will be revoked by the Department.

3.10 Contract Term.

The Department intends to award a two-year contract, with two one-year renewal options for the services requested under this RFP. The initial term of the contract shall commence July 1, 2012 ("Effective Date") and end June 30, 2014 (June 30, 2014 being referred to herein as the "Service Delivery Deadline" and the period between the Effective Date and the services Delivery Deadline being referred to herein as the "Initial Term"), subject to agreement of the parties and appropriation of funds. The Department shall have the option following formal approval of the Department, to extend the contract for two (2) additional one-year terms ("Extension Terms") on the same terms and conditions contained in the contract, with cost to be negotiated at the time of each renewal, again subject to agreement of the parties and appropriation of funds. The Initial Term and the Extension Terms shall be collectively referred to as the "Term." The Department shall have the right to extend or abbreviate the Term or any Extension Term if such extension or abbreviation is necessary to make the Term of the contract coincide with the "funding year" or "implementation period" as defined by the FCC/SLD/USAC. If such extension of the Term of the contract is needed as described above and is authorized by the

Department, the parties agree to negotiate in good faith a written amendment extending the term of the contract.

3.11 Service Provider Compensation.

Compensation for services performed during the Initial Term shall only be for the Non-Discounted Portion of E-Rate Eligible services and the cost of any ineligible E-Rate services and, in any event, shall not exceed the maximum compensation authorized by the Department. Payment of compensation shall be based on actual services performed during the Initial Term of the contract. The Department shall not be obligated to pay for any services not performed 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. In no event shall the Department be liable for any costs incurred or services delivered after the effective date of termination as provided herein or the service Delivery Deadline.

3.12 Contract Termination.

- a. Termination for Convenience. If at any time during the Term of the contract, the Department determines, in its sole discretion, that the services provided by vendor are no longer in its best interest, the Department may terminate the contract on thirty (30) calendar day's written notice to vendor.
- b. SPIN Change. If the Department determines that it is in the Department's best interest to retain another vendor to perform the services awarded to the vendor, due to a breach of contract or the inability of the vendor to provide the services, the Department may request a service provider change by filing a change of the service Provider Identification Number ("SPIN") with the SLD/USAC, at any time during the Term of the contract. Moreover, the Department may request a SPIN change as may be permitted under The E-Rate rules in effect at the time of the change request. Vendor agrees that it will cooperate with the Department in regard to any transition of services to another service provider as a result of a SPIN change.
- c. Suspension of Services. Ten (10) days after written notice from the Department to the vendor, the Department may request that vendor suspend services in whole or part. The vendor shall promptly resume performance of services upon written notice from the Department and upon such equitable extension of time as may be mutually agreed upon in writing by the Department's Chief Information Officer or their designee, and the vendor. Responsibility for any additional costs or expenses incurred by vendor as a result of resuming performance of service shall be assigned by mutual agreement of the parties.
- d. Vendor Events of Default. Events of default ("Events of Default") include, but are not limited to, the following:

1. Any material misrepresentation by vendor in its response to this RFP;
2. Breach of any material agreement, representation or warranty made by vendor in the contract;
3. Failure of vendor to perform in accordance with or comply with the terms and conditions of the contract or the E-Rate program rules;
4. Failure of vendor to pay any non-tax debt owed to the federal government or the FCC in a timely manner, as required by 47 C.F.R. §1.1910, which implemented the requirements of the Debt Collection Improvement Act of 1996;
5. Default by vendor under any other agreement vendor may have with the Department;
6. The directors or officers of the vendor are indicted for the commission of any felony or any misdemeanor that implies corruption or moral depravation, or for any crime against the public treasury, faith or function or that involves public property or funds;
7. If any license, permit, franchise or authorization needed by the vendor to carry out its obligations hereunder is suspended, revoked or expired;
8. If the termination of the contract is necessary for the protection of the public interest; or
9. An assignment by the end or for the benefit of creditors or consent by vendor to the appointment of a trustee or receiver or the filing by or against vendor of any petition or proceeding under any bankruptcy, insolvency or similar law.

3.13 Department Remedies.

The occurrence of any Event of Default which vendor 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 and specifying the Event of Default or which, if such Event of Default cannot be reasonably cured within thirty (30) calendar days after notice, vendor 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 vendor in default, and the vendor 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 vendor, the Department may invoke any or all of the following remedies:

- a. Take over and complete the services or any part thereof, either directly or through others. Vendor shall be liable to the Department for any excess costs incurred by the Department. Any amount due the vendor under the contract or any other agreement vendor may have with the Department may be offset against amounts claimed due by the Department in exercising this remedy;
- b. Terminate the contract, effective at a time specified by the Department, in whole or in part, as to any or all of the services yet to be performed and/or if required, select a new vendor and request a SPIN change with the SLD/USAC;

- c. Suspend services during the thirty (30) day (or longer) cure period if the default results from an action or failure to act by vendor which affects the safety or welfare of students or the Department staff;
- d. Seek specific performance, an injunction or any other appropriate equitable remedy;
- e. Receive from vendor any and all damages, including money damages, incurred as a result or in consequence of, an Event of Default;
- f. Withhold all or part of vendor's compensation under the contract and notify the SLD/USAC to withhold payments that are due or future payments that may become due under the contract; and
- g. Seek any available remedies in law, equity, or by statute if vendor fails to pay any non-tax debt owed to the federal government or the FCC 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.

3.14 No Department Waiver.

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

3.15 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, vendor shall turn over to the Department or its designee within ten (10) business days of demand, all materials, supplies, equipment owned or purchased by the Department, completed or partially completed work, analyses, data, computer disks, documents and any other information relating in any way to the contract or the performance or furnishing of services, whether prepared by the vendor or its subcontractors. The vendor shall cause its subcontractors to undertake the same obligations agreed to by vendor under the contract.

3.16 Work Quality Assurance.

The vendor 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 and E-Rate requirements. The vendor 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 vendor shall use efficient business administration methods and perform the services in the best way and in the most expeditious and economical manner consistent with the best interests of the Department, so as to ensure, among other things, that the services are performed at a reasonable cost to the Department and that the services performed by other entities or persons in connection with the contract are also efficiently and cost-effectively delivered.

3.17 Audit and Document Retention.

The vendor shall furnish the Department with such information as may be requested relative to the delivery and cost of services. The vendor shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to vendor's services under the contract for at least five (5) years after the last day of the delivery of E-Rate eligible services under the contract. All such information shall be subject to inspection and audit by the Department, the FCC/SLD/USAC or their agents or representatives. Pursuant to 47 CFR 54.516, the vendor shall be subject to audits and other investigations to evaluate vendor's compliance with the statutory and regulatory requirements of the E-Rate program, including those requirements pertaining to what services are purchased, what services are delivered, and how services are being used. The vendor shall assume responsibility for its subcontractors' compliance with the FCC/SLD/USAC requirements on document retention and auditing. The vendor shall include, in all of its subcontractor agreements for services, provisions requiring subcontractors to maintain the above-described records and allowing the Department or FCC/SLD/USAC or their contractors the same right to inspect and audit said records.

3.18 Confidential Information, Dissemination of Information, Ownership, Survival.

- a. Confidential Information. During the performance or delivery of services to the Department, the vendor may have access to or receive certain information that is not generally known to others ("Confidential Information"). The vendor 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 vendor shall use at least the same standard of care in the protection of the Confidential Information of the Department as vendor uses to protect its own confidential information, but in any event such Confidential Information shall be protected in at least a commercially reasonable manner.
- b. Dissemination of Information. The vendor shall not disseminate any information obtained in the performance or delivery of services for the Department to a third party without the prior written consent of the Department. Vendor shall not issue publicity news releases or grant press interviews 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. If vendor 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 vendor's possession, the vendor 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 vendor 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 vendor will cause its personnel, staff and subcontractors to undertake the same obligations of confidentiality agreed to by vendor under the contract.

- c. Ownership. The vendor agrees that, to the extent permitted by law, any Work Product shall exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. 101§ *et seq.* To the extent any Work Product does not qualify as a "work for hire," The vendor irrevocably grants, assigns, and transfers to the Department all right, title, and interest in and to the Work Product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and Work Product shall at all times be and remain the property of the Department. The vendor 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 vendor shall return the Department's data in the format requested by the Department. If any of the above items are lost or damaged while in vendor's possession, such items shall be restored or replaced at vendor's expense.
- d. Injunctive Relief. In the event of a breach or threatened breach of sections (a), (b) and/or (c) above, the vendor 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 vendor agrees that the Department shall be entitled to immediate injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that the Department may have in equity, or by law or statute.
- e. Survival. The provisions of the contract pertaining to Confidential Information, dissemination of information and ownership shall survive the termination or expiration of the contract.

3.19 Representations and Warranties of the Vendor.

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

- a. Financially Solvent. The vendor, 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 vendor's proposal(s) and contract. The vendor also warrants that neither it nor any of its subcontractors owe any non-tax debt to the federal government including but not limited, to the FCC.
- b. Compliance with Laws. The vendor 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.
- c. Good Standing. The vendor 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.
- d. Good Standing with FCC. The vendor and each of its subcontractors, if any, has not been (a) debarred by the FCC or (b) disciplined by the FCC for any breach of its orders, rules, or regulations. The vendor or its subcontractors agree to promptly notify the Department if, at any time during the duration of the contract, the vendor or its subcontractors have not paid any non-tax debt owed to the federal government or the FCC 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. If vendor or any of its subcontractors is under investigation by the FCC for any alleged breach of its orders, rules or regulations, vendor waives any rights to confidentiality to any records or materials subject to investigation by the FCC. Upon written request of the Department, vendor will turn over to the Department any documents or materials related to any investigation by the FCC as described above. In all of its agreements for services with its subcontractors, vendor shall include contract provisions which allow the Department the same right to inspect the same records that are subject to an investigation by the FCC.
- e. Code of Ethics. The vendor agrees to comply, and to cause each of its subcontractors to comply, with the dispositions of the Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives from Executive Agencies of the Commonwealth of Puerto Rico of Law 84 of June 18, 2002. In conformity with the laws and the norms that govern the contracting of services, the vendor is aware and warrants that no services will be rendered under the contract

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

- f. Authorization. The vendor has taken all action necessary for the approval and execution of the contract, and execution by the person signing on behalf of vendor is duly authorized by vendor and has been made with complete and full authority to commit vendor to all terms and conditions of the contract which shall constitute valid, binding obligations of the vendor.
- g. Intellectual Property. That in performing the services, neither the vendor 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.
- h. No Legal Actions Preventing Performance. As of the date of the contract, vendor 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 vendor's ability, or the ability of its subcontractor(s) to perform its obligation under the contract.
- i. No Conflict with Other Government Contracts. The vendor 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.
- j. Unemployment Insurance and Social Security. Vendor 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.

3.20 No Other Rights Limited.

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

3.21 Gifts and Gratuities Prohibited.

No gift, gratuity, offer of employment or other item of value was offered or made by the vendor or to the best of vendor'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. The vendor and each of its subcontractors, is and shall remain in compliance with the FCC's rules governing the conduct of service providers participating in the E-Rate program.

3.22 Employment Restrictions.

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

3.23 Manufacturer Warranty.

Vendor 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.

3.24 Independent Contractor.

It is understood and agreed that the relationship of vendor to the Department is and shall continue to be that of an independent contractor. Neither vendor nor any of vendor'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 vendor, its agents, employees or subcontractors, and the payment of any such taxes incurred or due by vendor shall be the sole responsibility of vendor. The vendor agrees that neither vendor nor its staff or subcontractors shall represent themselves as employees or agents of the Department. The vendor 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.

3.25 Indemnification.

The vendor 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 the negligent or willful acts or omissions of the vendor, its officials, agents, employees and/or subcontractors in the performance of the contract.

The vendor 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 vendor 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 vendor(s) of any of its obligations hereunder.

The Department retains final approval of any and all settlements or legal strategies, which involve the interest of the Department.

If vendor, 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 vendor) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of vendor, subject to the right of vendor 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 vendor and vendor 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 vendor was conducting the defense.

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

3.26 Non-Liability of Department Officials.

The vendor agrees that no Department member, employee, agent, officer or official shall be personally charged by vendor, 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 vendor, its members if a joint venture, or any subcontractors.

3.27 Insurance Requirements.

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

3.28 Non-Discrimination.

During the Term of the contract and any extension or renewal thereof, the vendor 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 vendor 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.

3.29 Assignment of Contract.

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

3.30 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.

3.31 Continuing Obligation to Perform.

In the event of any dispute between vendor and the Department, vendor 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.

3.32 Survival/Severability.

All express representations and warranties made or given in the contract shall survive the completion of services by the vendor 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.

3.33 Governing Law.

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

3.34 Conflict of Interest

In the performance of its services under the contract, the vendor agrees to act in a professional and ethical manner, which includes neither having nor representing any adverse interests to the Department. "Adverse Interests" include the representation of clients that may have or could have interests contrary to the Department or contrary to the public policy of the Department of Education. This

duty includes the continuous obligation of disclosing to the Department any relationship of the vendor with clients or third persons that may constitute a conflict of interest. It shall be understood that there exists a conflict of interests when, in the compliance of any duty to third parties, the vendor would have to undertake any acts detrimental to the best interests of the Department, or when for the benefit of another prior, present or potential client, the vendor would have to promote something to which it would otherwise have to be opposed, in favor of the Department. Conflict of interest shall also consist of any conduct which is described or recognized as such in the laws and regulations of the Commonwealth of Puerto Rico. In any case that the Department determines that the vendor has a conflict of interest, it will give written notice to the vendor of such conflict and will give the vendor thirty (30) days to resolve the same. Failure to resolve such conflict will result in the termination of the contract.

3.35 Joint and Several Liability.

In the event that vendor, 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 vendor shall be the joint and several obligation or undertaking of each such individual or other legal entity.

3.36 Tax Obligations.

Vendors shall be responsible for complying with all applicable federal and local tax laws and regulations.

3.37 Non-appropriation.

Expenditures not appropriated by the Department in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. 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 vendor and the contract shall terminate on the last day for the fiscal period for which funds were appropriated. In no event shall the Department be liable to vendor for any amount in excess of the current appropriated amount.

3.38 Force Majeure.

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

4 SPECIFIC TERMS AND CONDITIONS

4.1 Pre-Proposal Conference.

A Pre-Proposal Conference will be held as indicated in Table 1 for vendors interested in submitting proposals. Vendors are strongly encouraged to review this RFP very carefully prior to attending the meeting. Responses to questions submitted by the deadline indicated in Table 1 shall be provided at the Pre-Proposal Conference. In order to fully benefit from the participation in the Pre-proposal conference, vendors are advised to include Spanish-speaking personnel in their attending team, if needed.

Vendors are responsible for all of their costs associated with their participation in the Pre-Proposal Conference.

4.2 E-Rate Resource.

Vendor must retain the services of an E-Rate consultant or have a designated employee familiar with E-Rate program rules, forms and processes, who will conduct periodic reviews of the vendor's processes and forms and assist the Department with Beneficiary Audits and ensuring the vendor is full compliance with SLD/USAC and FCC requirements.

4.3 E-Rate Funding.

It is anticipated that a portion of the compensation authorized under the contract will be funded by the E-Rate program. Vendor shall institute a two-tiered billing system and shall be required to recover up to ninety percent (90%) of its compensation for such eligible E-Rate services directly from the SLD/USAC in accordance with the rules and procedures established by the FCC and the SLD/USAC.

The PRDE shall only be responsible for the Non-Discounted Portion of E-Rate eligible services and the cost of Ineligible E-Rate services, the total of which shall not exceed the PRDE's Total Cost. The PRDE shall have no liability for the payment of certain invoices, costs, charges or fees billed by vendor or its subcontractor(s) as described in this Section. If the SLD/USAC denies funding for all or any portion of the invoices, costs, charges and/or fees of Eligible E-Rate services, the PRDE has the option of discontinuing the receipt of any services for which funding was denied by the SLD/USAC any time following ten (10) days' written notice to the vendor. In the event of suspension or discontinuation of services or termination or expiration of the contract, the PRDE shall only be responsible for the Non-Discounted Portion of E-Rate Eligible services and any expenses incurred which (i) do not exceed the PRDE's Total Cost; (ii) have the prior written approval of the PRDE; and (iii) are for orders placed prior to the date of such suspension or discontinuation of services, termination or expiration of the contract.

4.4 SLD/USAC Procedure.

The SLD/USAC will specify in the FCDL the approved discount level and the approved funding amount of any services. Once the FCDL has been issued and the service has begun, the PRDE will then submit FCC Form 486 to the SLD/USAC. The SLD/USAC will subsequently issue a Form 486 Receipt Notification Letter to both the PRDE and the vendor. The PRDE will separately notify vendor when to begin to provide the eligible E-Rate service, if the services are not already being provided at the time the FCDL is issued. Form 486 cannot be filed before receipt of the FCDL from the SLD/USAC.

The PRDE will notify vendor of its intent to order all or a portion of the services covered by one or more of the approved funding commitments included in the FCDL.

4.5 E-Rate Representations and Warranties by Vendor.

Vendor represents and warrants that it shall provide the SLD/USAC with truthful and accurate information about its invoices promptly upon request by the SLD/USAC. Vendor also represents and warrants that it has carefully identified components of the services that are Eligible E-Rate services. Further, through internal audit and review of the services rendered during the Term of the contract, Vendor represents and warrants that it will ensure that the services being provided through the E-Rate Program are limited to Eligible E-Rate services.

Notwithstanding the foregoing, the vendor is solely responsible and liable for compliance with all SLD\USAC procedures and requirements by its subcontractors, including but not limited to SLD\USAC requirements for submitting Form 474. Vendor is also solely liable for repayment to the SLD\USAC of E-Rate discount funding paid improperly as a result of vendor's failure to follow SLD\USAC procedures and requirements and/or improper billing by the vendor. The PRDE is not liable for any delays in payment by the SLD\USAC to vendor.

4.6 E-Rate Invoices.

The following requirements apply if the FCC Form 474 (Service Provider Invoice) process is being used.

- a. The service provider will invoice the undiscounted portion of the service and support directly to the Department. This percentage will be paid by the Department to the service provider at such time as it is funded by USAC. The service provider will invoice the SLD or USAC the remaining discounted percentage of the contracted amount, pursuant to the procedures set forth immediately below.
- b. When the Department purchases are made using available E-Rate funding, the service provider will be required to submit FCC Form 474 to the Department after services and/or equipment have been delivered, installed and are operational, but before any submission to USAC for reimbursement. As described in more detail below, the service provider must show the full amount of the invoice and then

show the appropriate percentage due from the Department and from SLD or USAC.

c. Invoices related to FCC Form 474 must:

- Contain all goods and services provided by the service provider and must reflect all charges to both the Department and USAC. This invoice must contain a comprehensive itemization of all charges by service type, product, or job itemization and clearly set forth the appropriate percentage of payments due from USAC and the Department, respectively.
- Itemize all E-Rate eligible goods and/or services being procured per the corresponding the Department purchase order. Ineligible goods and/or services should not be included on FCC Form 470 and should be invoiced separately.
- Be submitted to and reviewed by the Department prior to submission of the FCC Form 474 to USAC. The Department will review all service provider E-Rate invoices within 10 business days from their receipt by the Technology E-Rate Team. The service provider will only be permitted to submit the FCC Form 474 to USAC after receiving written approval from Department.
- Be free of variances between items delivered and items billed. If variances are found, the Department will notify the service provider of such variances and that the invoice has not been approved. Corrected invoices must be re-submitted via the FCC Form 474 process previously described.

d. The service provider shall include the following information on all invoices submitted to the Department for E-Rate eligible equipment and/or services:

- Date of invoice
- Date(s) of service
- Service Provider Identification Number (SPIN)
- PRDE's Billed Entity Number
- Purchase Order number
- If for basic maintenance, the number of hours for each billed service and whether the service was break-fix or ongoing preventative maintenance
- Funding Request Number ("FRN")
- Service provider's signature on invoice attesting to the accuracy and completeness of all charges
- Detailed description of services performed and materials supplied that matches the Department's contract specifications, Form 470 and Form 471 descriptions of same
- Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the District (non-discounted amount of eligible charges)

- Invoice on service provider's letterhead or on a service provider-generated form
 - Proper E-Rate discount percentage as set forth by the applicable FRN and USAC Funding Commitment Decision Letter
- e. On a monthly basis, as services are accepted by the PRDE, vendor shall submit invoices and supporting documentation to the PRDE for written approval. Such invoices and supporting documentation must be acceptable to the PRDE. Pursuant to the instructions of the PRDE, such invoices shall include the full cost of ineligible E-Rate and eligible E-Rate services. Vendor is responsible for providing proof of delivery and/or installation for the full cost of approved ineligible and eligible E-Rate services.

4.7 Invoice Approval

The Designated Contact Person or designee shall review invoices in keeping with the normal business processes of the PRDE. Compensation shall be based on actual services provided during the Term of the contract, and the PRDE shall not be obligated to pay for any services not in compliance with the contract. The PRDE shall process invoices and make payments in its normal course of business. Vendor shall notify the PRDE immediately if vendor is unable to submit the final invoices to the PRDE within the time frame described above and indicate to the PRDE when the vendor shall submit the final invoices to the PRDE. By submitting the final invoices to the PRDE late, the vendor acknowledges that the PRDE may not be able to review the final invoices in time for the Form 474 (as defined below) to be submitted to the SLD/USAC and agrees that the PRDE will not be liable for the Discounted Portion of E-Rate Eligible services should the final invoices not be submitted to the SLD/USAC by the Invoice Receipt Deadline.

4.8 Invoice Service Verification

The Department reserves the right to request an Invoice Check to verify that all basic maintenance invoices submitted to the SLD/USAC for payment are for services actually delivered, and that only Department-approved FCC Forms 474 have been submitted to USAC for reimbursement.

At the request of USAC prior to the release of payment, the service provider will be required to obtain a certification from the Department verifying that goods or services referenced on an FCC Form 474 have been delivered and/or installed (ref. <http://www.usac.org/sl/applicants/step11/invoice-check.aspx>).

4.9 E-Rate Reviews.

Vendor shall conduct a year-end program and financial review of its E-Rate activities, including but not limited to:

- a. Billing and invoicing to the PRDE and the SLD/USAC; and
- b. Proof of delivery, installation and operation (when applicable) of E-Rate Eligible services within the applicable E-Rate Service Delivery Deadline.

Vendor shall also meet with representatives of the PRDE to discuss and address audit findings following completion of the year-end audit and otherwise as requested. The purpose of the meetings is to determine if adequate documentation is available to support all expenditures and to ascertain if expenditures submitted to the PRDE are indeed eligible for E-Rate discounts. Vendor must complete year-end program and financial audits throughout the Term of the contract. The PRDE will not reimburse for expenses related to costs incurred by the vendor to meet the auditing requirements of the contract and/or the FCC/SLD/USAC in any matter. Vendor shall make its resources, including its E-Rate resource, available for any reviews or audits that are conducted by the PRDE or any third-party auditors at no additional costs to the PRDE.

4.10 Time of Performance.

- a. During the Term of the contract, vendor shall complete all of its obligations to the PRDE under the contract within the time for performance. The time for performance shall commence from the issuance of the PRDE's purchase order and end by the Service Delivery Deadline, unless the PRDE agrees to an extension in its sole and absolute discretion and the SLD/USAC approves such extension, or such other date as may be authorized by the PRDE. If vendor's failure to complete its obligations under the contract by the Service Delivery Deadline causes a reduction in the amount of E-Rate funds payable by the SLD/USAC to vendor, vendor nonetheless remains liable to complete all obligations under the contract at no additional cost to the PRDE. The PRDE has no responsibility to vendor for any reduction in E-Rate funds payable by the SLD/USAC due to vendor's failure to complete its obligations under the contract by the Service Delivery Deadline.
- b. Vendor also shall be liable to the PRDE for liquidated damages for delay or for its failure to perform the work for its failure to complete all of its contract obligations by the Service Delivery Deadline. The amount of liquidated damages for each such failure by the vendor shall be assessed on a fixed amount basis as described in the contract. The PRDE and vendor further agree that the imposition of liquidated damages is a reasonable measure of the PRDE's damages. Vendor agrees to pay such amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the PRDE and further authorizes the PRDE to deduct the amount of damages from money due the vendor under the contract. If the monies due to vendor are insufficient or no monies are due to vendor, then the vendor shall pay the PRDE the amount(s) within thirty (30) calendar days after receipt of a written demand by the PRDE.
- c. Notwithstanding the foregoing, failure by the PRDE to assess liquidated damages in any particular instance shall not preclude, or constitute a waiver, of the PRDE's right to assess such damages at a later time, or on a subsequent occasion. The PRDE's right to assess liquidated damages shall not preclude the assertion of,

or be exclusive of, any other available remedy, including the right to terminate the contract, in whole or in part, or the right to seek damages for an unspecified amount for other failures to perform under the contract. The PRDE may assess liquidated damages in the amounts set out in the contract on a per occurrence basis.

- d. Liquidated damages will not be assessed if an occurrence set forth above results from a "Force Majeure" as set forth in the General Terms and Conditions.

4.11 Exclusion of Liability for E-Rate Funding.

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

- a. The Discounted Portion of E-Rate Eligible services;
- b. Costs of E-Rate Eligible services not authorized in writing by the PRDE;
- c. Costs related to delays by the SLD/USAC in reimbursing vendor for the Discounted Portion of E-Rate Eligible services;
- d. Costs of services declared ineligible by the SLD/USAC, unless otherwise specifically authorized in writing by the PRDE;
- e. Costs related to upgrading, maintaining or programming billing systems to meet the PRDE's E-Rate reporting requirements;
- f. Costs related to reimbursement of legal expenses in order to provide E-Rate services to the PRDE;
- g. Costs related to the vendor failing to meet certain deadlines as provided in the contract or by the SLD/USAC including, but not limited to, costs relating to (i) missed Service Delivery Deadlines for the installation and delivery of E-Rate Eligible services and (ii) submission of invoices past the allowable E-Rate deadlines as determined by the SLD/USAC; or
- h. Costs for the Discounted Portion of E-Rate Eligible service which were initially paid to vendor by the SLD/USAC, but which were subsequently rescinded by the SLD/USAC under a COMAD. Vendor shall be solely responsible for meeting a COMAD demand payment made by SLD/USAC.

4.12 Change in Administration of the E-Rate Program.

If the federal government chooses another entity to administer the E-Rate Program, the terms "SLD/USAC" and "USAC" contained in the contract shall refer to the new administrator of the E-Rate Program.

4.13 Account Management.

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

4.14 Vendor not an Authorized Representative of PRDE.

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

4.15 Key Personnel and Subcontractors.

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

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

4.16 General Safety Guidelines:

- a. Vendor shall be solely responsible for safety in performing the services. Vendor shall adhere to any and all safety related requests by the Department and the Department's designated representatives, including submission, upon the request of the Department, a copy of vendor's safety manual.
- b. Vendor, both directly and indirectly through its subcontractors, shall continuously protect the Department's property and adjacent property from damage, injury, or loss arising in connection with operations under the contract. Vendor shall make

good any such damage, injury, or loss. Vendor is responsible for school site security.

- c. Vendor, both directly and indirectly through its subcontractors, shall take all necessary precautions to ensure the safety of the public and workers in performing the Services, and to prevent accidents and/or injury to any persons on, about, or adjacent to any site where the Services are being performed.
- d. Vendor shall comply with all laws, ordinances, codes, rules, and regulations relative to safety and the prevention of accidents. Vendor, and its subcontractors shall cooperate with any other vendor that may be performing work on a site; such compliance shall include, but be not limited to, OSHA compliance and safety efforts.
- e. In an emergency affecting the safety of life or adjoining property, vendor, without special instructions or authorization from the Department, is permitted to act, at its discretion, to prevent the threatened loss or injury.
- f. Vendor shall protect private and public property adjacent to where the Services are being performed, including all streets, sidewalks, light poles, hydrants, and concealed or exposed utilities of every description affected by or adjacent to where the Services are being performed. If the items are damaged by vendor or its subcontractors, vendor shall make all necessary repairs to or replacements of them at no cost to the Department.
- g. If, in the opinion of the Department, the performance of the Services endangers adjoining property or persons, upon written notice from the Department to the vendor, the services and installations shall be stopped and the method of operation changed in a manner acceptable to the Department. Vendor 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.

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5 THE PRDE NETWORK INFRASTRUCTURE

The PRDE data network is comprised of the following facilities:

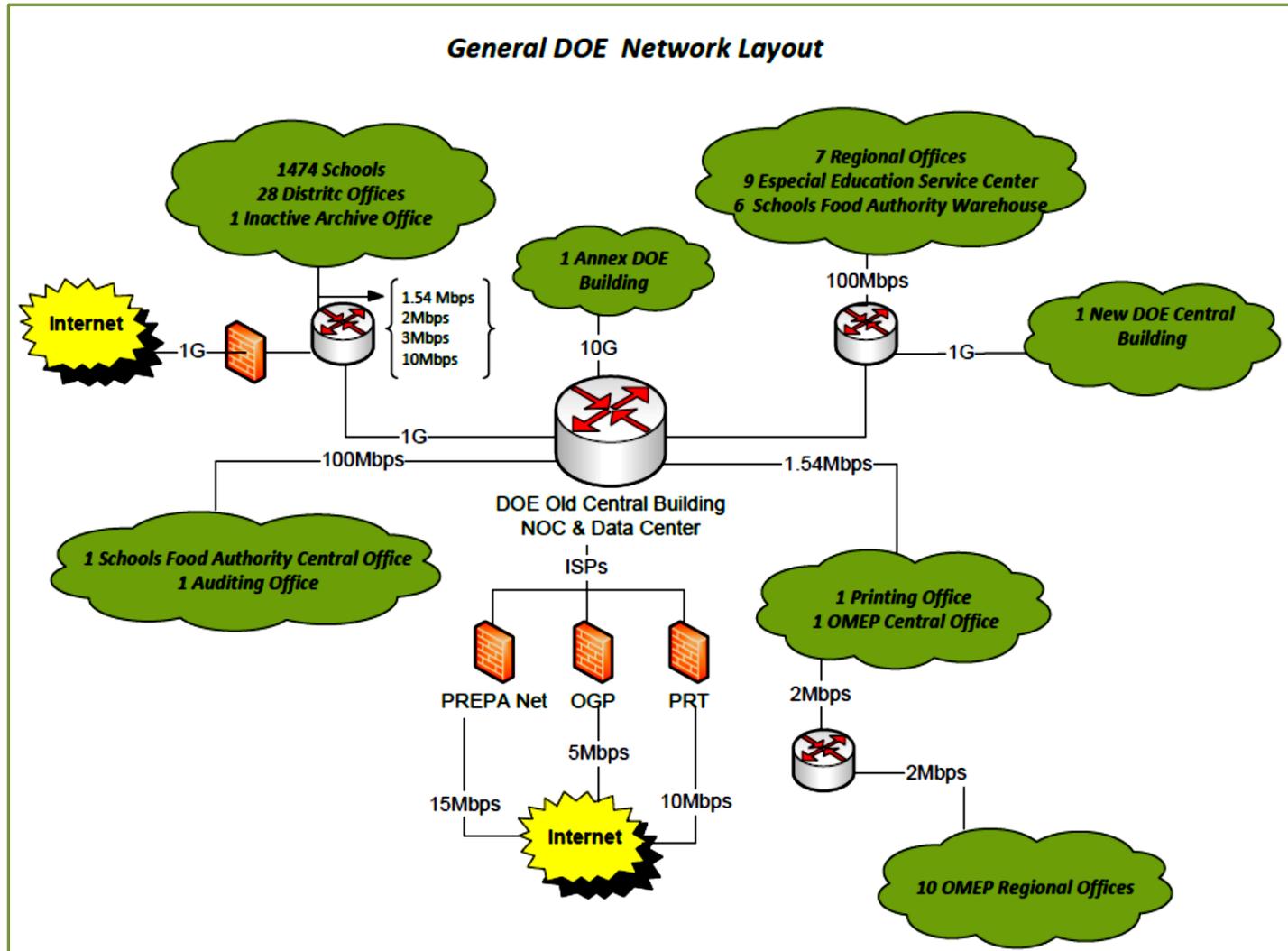
Schools:	1483
Regional Offices:	7
District Offices:	28
Central Offices:	3 (Central Office, Data Center and Annex)
Special Education Centers:	9
Printing Office:	1
Food Authority Facilities:	7
OMEF Facilities:	10
Document Archive Facility:	1
Auditing Office:	1

The majority of school local area networks (LANs) are currently segmented into two networks, one for administrative areas (e.g., main office), and the other for instructional areas (e.g., classrooms, labs, libraries). Applications supported include Internet browser, time clocks, student information, miscellaneous local school programs, and Department-wide applications (e.g., content filtering). The school networks have various makes and manufacturers of LAN equipment consisting of switches, wireless access points, routers [and hubs]. The demarcation between the data network and LAN equipment is in the Main Distribution Frame (MDF) room. From the MDF room, the network is connected to various concentrator boxes (C-Boxes) or Intermediate Distribution Frames (IDF). From these C-boxes, the workstations are connected via category 5 or 6 cabling. The classroom, IDF, and main office concentrators may consist of hub(s) and/or switch(s).

Diagrams of the Department networks are on the immediately succeeding pages.

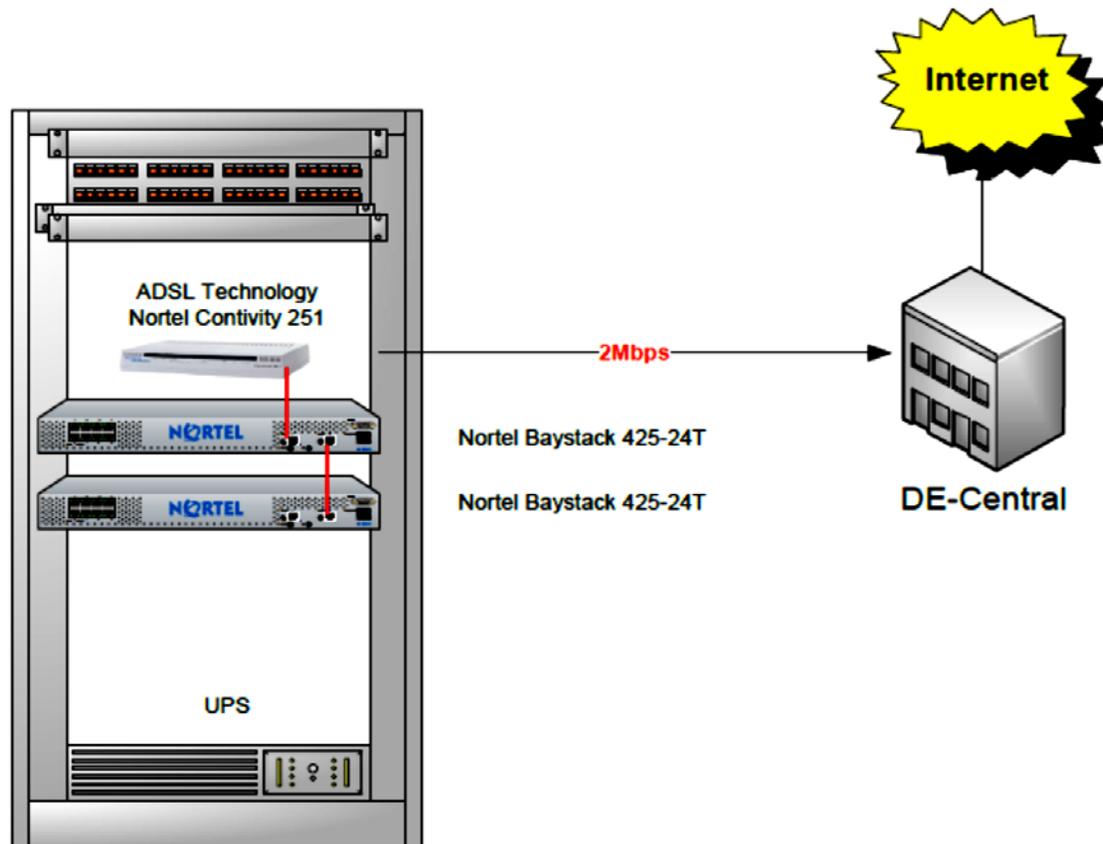
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5.1 PRDE Data Network

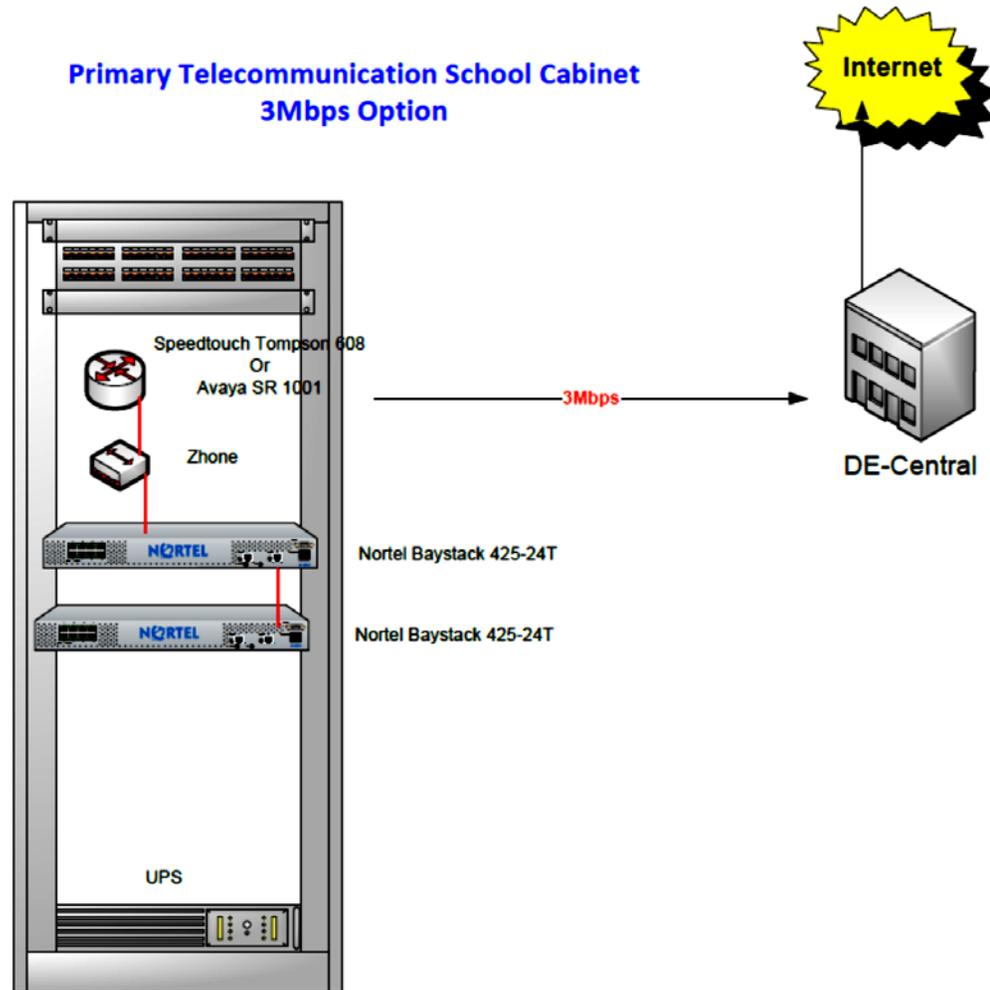


5.2 PRDE Telecommunications Network

Primary Telecommunication School Cabinet 2Mbps Option

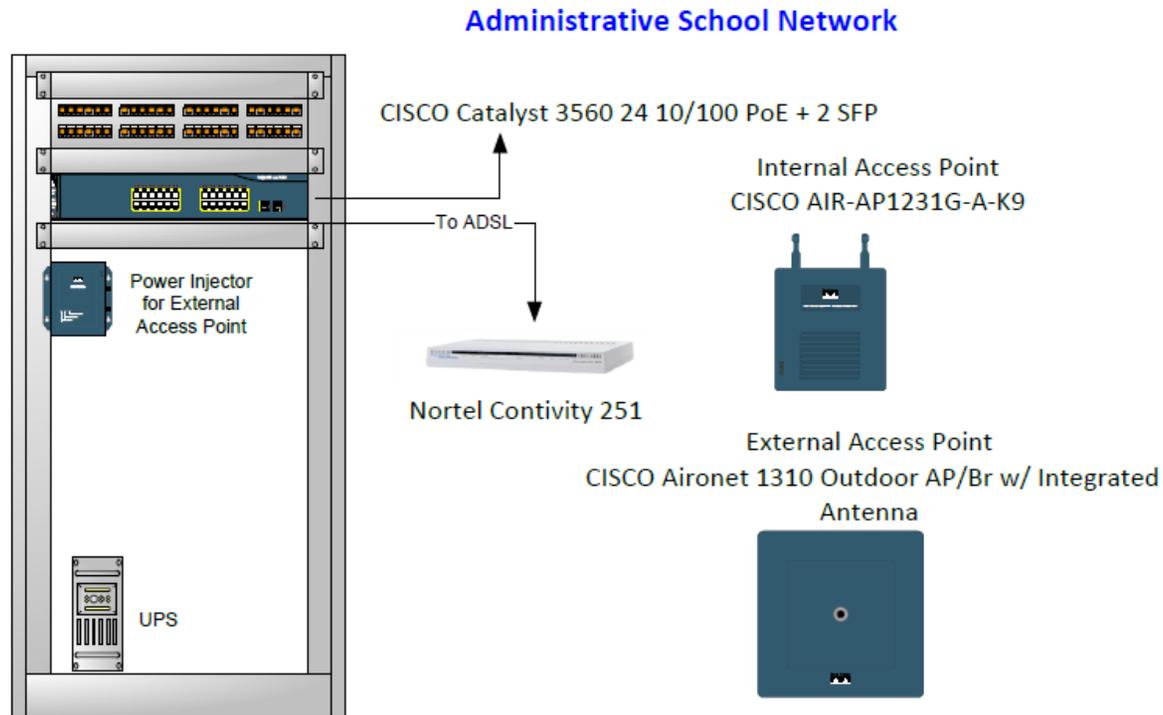


**Primary Telecommunication School Cabinet
3Mbps Option**

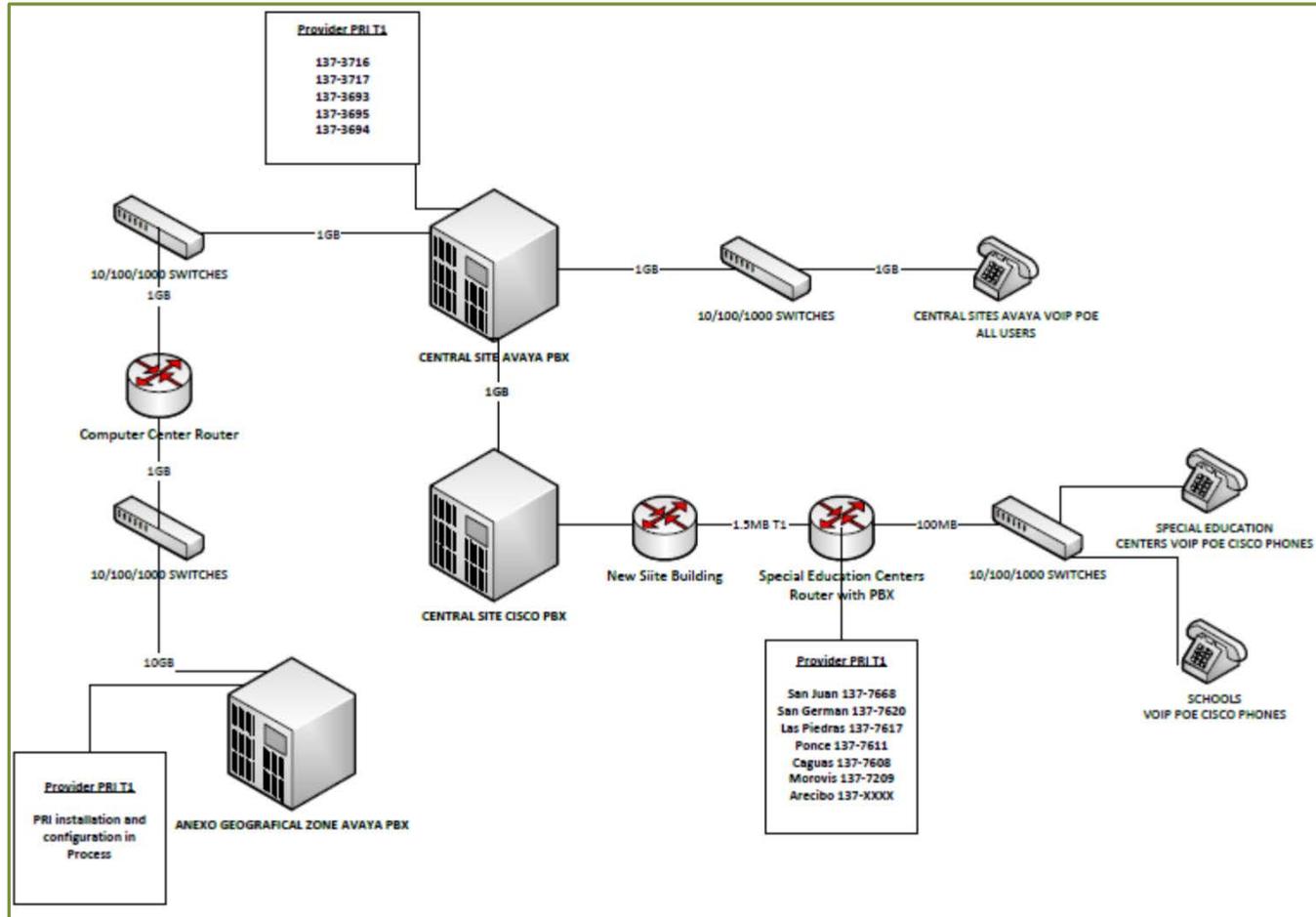


5.3 School Administrative Network

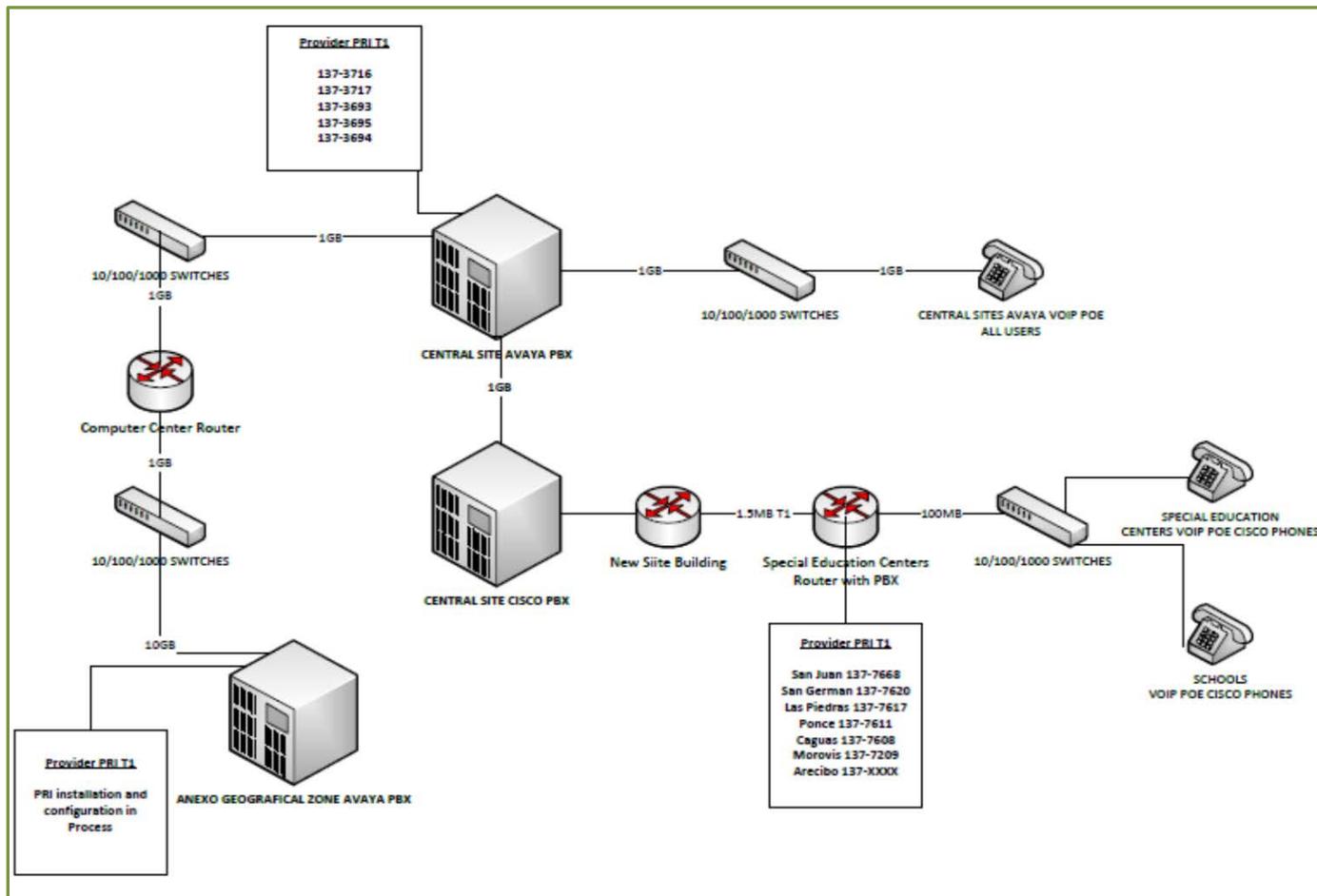
The majority of school local area networks (LANs) are currently segmented into two networks, one for administrative areas (e.g., main office), and the other for instructional areas (e.g., classrooms, labs, libraries). Applications supported include Internet browser, time clocks, student information, miscellaneous local school programs, and Department-wide applications (e.g., content filtering). The school networks have various makes and manufacturers of LAN equipment consisting of switches, wireless access points, routers [and hubs]. The demarcation between the data network and LAN equipment is in the Main Distribution Frame (MDF) room. From the MDF room, the network is connected to various concentrator boxes (C-Boxes) or Intermediate Distribution Frames (IDF). From these C-boxes, the workstations are connected via category 5 or 6 cabling. The classroom, IDF, and main office concentrators may consist of hub(s) and/or switch(s). A sample diagram of a school administrative network is set forth below.



5.4 PRDE Central Office PBX System



5.5 PRDE Regional and District Office PBX System



6 SCOPE OF SERVICES -- TELECOMMUNICATIONS

6.1 Basic Phone Services and Digital Circuits

The vendor shall provide the following minimum services (counts based on estimates):

NOTE: Eligible phone services and digital circuits are also being requested for PRDE food warehouse facilities (9), printing office (1), audit office (1), archive facility (1), and OMEP (10). Service quantities will be provided to selected vendor(s).

Upgraded services may also be requested for Century 21 Schools. If so, the specific services and quantities for those sites will be provided to selected vendor(s).

CATEGORY	DESCRIPTION	TOTAL
Basic Telephone Service	Basic Main Lines (BML)	6000
	Basic Main Station (BMS)	5000
	IP Trunk Lines	1500
	Plain Old Telephone (POTS)	1600
	Fax Lines	1500
Dedicated Business Line	Social Workers	1500
Long Distance Service	2,000,000 minutes	6000
Toll Free Service	800 Service	
411 Service		
911 or e911 Service		
Alarm Lines	Dedicated to Burglar or Fire Alarms	
Cellular Service	See Description Below	80
Cellular Data Services	See Description Below	80
Digital Transmission Service	DTS	1546
	T-1 PRI	15
	DSL – High Speed (1.5/6.1 MBPS)	Up to 446
Direct Inward Dialing (DID)	Blocks of 45 Numbers	75
Cisco Voice Bundle	School IP Phone Systems	1500
Avaya Voice Bundle	School local trunks or PRI	1500
TTY Service	See Description Below	1500
Remote Access Service	Virtual Private Network (VPN)	
Maintenance Services	All Sites (Avaya PBX, Nortel PBX, Cisco PBX)	

Note: All pricing proposals must identify non-recurring installation charges separately.

6.2 Cellular and Cellular Data Services

The vendor's proposal shall provide, at a minimum, the following services/features:

- Coverage shall be for both local and national access
- Free minute options, including mobile-to-mobile or in-network types of usage
- Text messaging plans including unlimited
- Unlimited data plans
- 3-Way Calling
- Call Waiting
- Caller name and number ID
- 30 second billing increments (per call).
- Voicemail
- Voice Activated Dialing
- International call restriction capability.
- Provide services and devices capable of Global Positioning
- Satellite (GPS) 911 call identification.
- GPS
- Tethering
- WiFi Hotspot for multiple users
- Block premium text messages.
- All devices will become eligible for a discounted upgrade 6 months after activation.
- Insurance program for lost or stolen phone

Note: Cellular service and cellular data services must be priced separately.

6.3 TTY Services and Equipment

The vendor's proposal shall provide, at a minimum, the following services/features:

- To provide equal TTY access to all PRDE regions, districts, schools, administrative offices and related facilities and individuals for all PRDE students, parents and faculty who use TTY devices in order to comply with legal mandates of the Americans with Disabilities Act, Sections 504 and 508 of the Rehabilitation Act, IDEA, and Section 255 of the Telecommunications Act;
- To obtain a TTY solution that seamlessly integrates communications between the public switched telephone network and the PRDE's data network in such a way that requires no additional (preferred) or limited physical equipment or cabling be installed in PRDE facilities;
- To utilize E-Rate funding mechanisms and other government subsidy, funding to provide long-term funding for the design, acquisition, implementation and on-going support for the project

Note: TTY service and applicable equipment must be priced separately

6.3.1 **Network Design, Schematics and Configuration**

Proposer shall provide an architecture overview and detailed summary of network, schematics and configuration, including a drawing of the network.

6.3.2 **Technical Requirements**

Proposer shall provide the following technical requirements:

- a. Supported hardware – standard and minimum hardware requirements.
- b. Optional Equipment.
- c. Standard supported software.
- d. Bandwidth / Impact analysis.
- e. Security overview.
- f. PRDE requirements.
- g. Other.

6.3.3 **Capacity Planning**

Proposer shall describe scalability of proposed TTY service ensuring no impact on any PRDE facilities or services. Proposer also shall describe how PRDE will be able to expand utilization, add additional users, ports or telephone numbers and how PRDE deploys client software to additional users.

6.3.4 **Backup and Data Recovery**

Proposer shall describe the systems' disaster recovery and business continuity capabilities included with the solution.

6.3.5 **Implementation Plan**

Proposer shall include a detailed project/implementation plan clearly highlighting detailed transition/implementation steps with roles, responsibilities, and estimated start/completion dates. This shall include a sample test plan, sample project plan and a sample acceptance sign-off report.

6.3.6 **Training**

Proposer shall develop and outline a training program that provides a basic understanding of system features and capabilities so that authorized users can capably use the Services to make and receive TTY and text telephone calls and advise others, as needed, on the use of the system. "Train the trainer" solutions will not be accepted by PRDE. At least one person from

each PRDE region, district and school shall require training. Proposer's training program shall address the following points:

- a) Any end user requirements needed for training.
- b) Description of training session length, number of students.
- c) Training facility/equipment requirements.
- d) Training validation/sign-off procedures.
- e) Training content including, but not limited to:
 - Overview
 - Logging In
 - Answering a Call
 - Text Conversation Window
 - Conversation Window Options
 - Transferring a Call
 - Making a Call
 - Making Text Conference Calls
 - Viewing Mailbox Messages
 - Phone Directory
 - User Preference Settings

In addition, the proposer shall provide written training documentation (a User Guide) of the proposed solution in their RFP proposal.

6.4 Service Levels

The vendor shall meet the following service levels:

6.4.1 Response Times

Response time for outages shall be no more than—

- 2 hours for major outage affecting the entire geographic area or providers Central Office (CO).
- 4 hours for a major outage affecting all other sites.
- Next business day for outages affecting a portion of lines at a site

6.4.2 Service Plan

The vendor and PRDE shall develop an agreement that outlines the process for escalation and remediation of problem conditions. The plan shall:

- Incident resolution procedures
- Clearly defined escalation procedures
- Remediation strategies to migrate equipment, systems, service or pathway and/or cabling and fiber replacements.

6.4.3 **Reports**

- a. The Department requires the vendor to provide the Department with the ability to receive reports showing SLA credits and statistics.
- b. Database of all Department locations tracking the installation dates of entrance facilities including type, method of delivery, i.e. in conduit or buried cable, and replacement dates.

6.4.4 **Service Credits**

The vendor's proposal should describe credits for outages including length of time or period for which credit will be provided for, and how credits will be applied

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7 SCOPE OF SERVICES -- INTERNET ACCESS

7.1 Scope of Services

The PRDE is interested in obtaining Internet access services from a Tier 1 service provider for the following services:

CATEGORY	LOCATION	QTY	DESCRIPTION
Internet Access/Bandwidth	Data Center	1	30 Mbps to 1 Gb
Internet Access/Bandwidth	Schools	103	10 Mbps
Internet Access/Bandwidth	Schools (High Schools, Middle Schools and Special Ed Centers)	647	3 Mbps
Internet Access/Bandwidth	Century 21 Schools	100	3-10 Mbps
Internet Access/Bandwidth	Schools	733	2 Mbps
Internet Access/Bandwidth	Regional Offices	7	1.5 -10 Mbps
Internet Access/Bandwidth	District Offices	28	1.5 - 3 Mbps
Internet Access/Bandwidth	Printing Office	1	1.5 - 3 Mbps
Internet Access/Bandwidth	Food Warehouse Facilities	7	1.5 - 10 Mbps
Internet Access/Bandwidth	Office for the Improvement of Public Schools of Puerto Rico (OMEPR)	11	1.5 - 3 Mbps
Internet Access/Bandwidth	Auditing Office Building	1	100 Mbps
Firewall Service	Pricing and IP Addresses to be included as part of Internet service proposal		
Load Balancing	Pricing should be listed separated if service if offered as part of proposal		
Content Filtering (<i>Ineligible</i>)	Pricing should be listed separated if service if offered as part of proposal		

Vendors should not include web hosting in their proposals.

7.2 Service Level Agreement

7.2.1 Performance Metrics

- a. Service Availability. Service requirements shall provide no less than 99.99% availability during the production period.
- b. Packet Loss. Packet loss on individual services shall not exceed three quarters of one percent (.75%) during the production period.
- c. Latency. Overall, round-trip delay for packet transmission shall not exceed 45ms.

- d. Packet Jitter. Packet variation shall not exceed 20ms (Milliseconds) during the production period.

7.2.2 Response Times

- a. Major Outage. A major outage is defined as any event where the Internet link is either inoperative or is delivering a severely degraded service. The service provider will respond to a major outage within one (1) hour and begin repair within two (2) hours any major service outage meeting this definition.
- b. Unscheduled Outages. An unscheduled outage is defined as any unplanned interruption of service. The service provider shall notify key Department personnel in the event of an outage along with the estimated time of repair.
- c. Scheduled Outage. A scheduled outage is defined as a service that fails to operate correctly, for which a service provider must provide maintenance. The Department requires outages of services be scheduled with the Data Center at least 24 hours prior to the commencement of the outage.

7.2.3 Reports

At a minimum, the Department expects to be able to access and obtain real-time information pertaining to services or billing amounts, in the following categories:

- d. Network Usage. A network usage report shall be available for each service that graphically displays the actual hourly, daily and monthly bandwidth used in relationship to the capacity. In addition, a real time and monthly report shall indicate those services that have exceeded 70% of the service capacity for seven (7) minutes or more at any time within a production period day.
- e. Service Report. A monthly report that summarizes the number of services that failed during a calendar month is desirable.
- f. Outage and Degradation Credits. A monthly on-line and printed report shall be accessible and provided to the Department over the same number of days covered by the billing and invoice cycle showing all service outages or degradation instances, the times outages or degradation of services began and ended, and the calculation of applicable service outage credits as described below.
- g. Other On-Demand Reports. The service provider shall work with the Department to provide line information feeds into the one or more of the Department's data or management systems, and to provide report generation capabilities sourced from the service provider systems.

7.2.4 Service Credits

- a. The vendor for services shall calculate and provide the Department with a variable outage credit depending on the type and severity of the outage. Outage credits apply to unscheduled outages on a per service basis.
- a. For unscheduled outages, the credit shall be the equivalent of 10% of the monthly service charge of the affected service for each hour of downtime or portion thereof.
- b. Each degradation instance, defined as any and all occurrences within a 10 minute period during production hours will be reported and result in a service credit of 1% of the monthly service charge, applicable to the affected services.

7.3 Additional Requirements

- a. The network configuration has to be able to support all the PRDE sites on one network domain.
- b. Vendor's proposal must include firewall services, which must be included in the overall services pricing. In order to be considered, the vendor's price for the firewall services may not be listed separately from the overall Internet Access services.
- c. The vendor must have access to a Network Access Point, with access continuity across all major Internet backbones and provide 99% network uptime.
- d. The Internet Access services may not have latency less than 45ms.
- e. The vendor must provide an anti-virus solution to minimize network data/system risks.
- f. On-premise equipment will be provided and maintained by the service provider.
- g. Ownership of the equipment may not be transferred to the Department, and the contract for the services may not contain an option for the Department to purchase the equipment.
- h. The vendor must also provide a CIPA-compliant content filtering solution that meets the following specifications:
 - Allows for centralized updates of the database of sites classified as objectionable
 - Can be implemented at the central HUB location
 - PRDE must be able to modify, add and delete database addresses
 - Vendor must include in proposal description of the solution's objectionable site tracking and reporting capabilities and features
 - SLA
 - Firewall report requirements:

- a. Detailed reports on incidents, changes, events, asset inventory and account detail on a monthly basis, otherwise as needed by the Department.
- b. Performance and availability of the Firewall/VPN devices to include uptime, VPN use statistics, CPU utilization, interface load, number of connections, number of sessions, number of translations to be provided in real time and in monthly summary reports.
- c. Change Request Report.
- d. SLA Violation Reports.

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8 SCOPE OF SERVICES - BASIC MAINTENANCE OF INTERNAL CONNECTIONS

8.1 Overview of Basic Maintenance

The PRDE is requesting basic maintenance of internal connections services, with priority being given to break-fix services for E-Rate eligible equipment. Vendors should also propose ongoing preventative services for equipment, but must do so in a separate pricing proposal clearly marked "Preventative Maintenance Price Proposal." All proposals must be based on specified hourly rates and an estimate of annual hours expected for a school system the size of the PRDE. For purposes of this RFP, all basic maintenance services must comply with the following E-Rate requirements:

- a) Basic maintenance services are "necessary" if, but for the maintenance at issue, the connection would not function and serve its intended purpose with the degree of reliability ordinarily provided in the marketplace to entities receiving such services without E-Rate discounts.
- b) Basic maintenance is eligible for discount only if it is a component of a maintenance agreement or contract for eligible services or products, and these maintenance services are cost effective. The following products and services are ineligible: on-site technical support (i.e., contractor duty station at the applicant site, when off-site technical support can provide basic maintenance on an as-needed basis), 24-hour network monitoring, network management, help desks (that provide a comprehensive level of support beyond basic maintenance of only eligible components), and technical support contracts that are more than basic maintenance. Basic maintenance costs must be separated out in the cost proposal response. Proposer must have a separate cost proposal for basic maintenance services.
- c) Basic maintenance shall be billed and paid only for actual hours worked, and cannot be based on annual subscription or insurance (e.g., Smartnet") that is payable upfront regardless of whether services are not used.

Vendors are requested to propose both preventative and break-fix maintenance for listed equipment. Preventative and break-fix maintenance include the following:

"Preventative Basic Maintenance" refers to software downloads, bug fixes, configuration changes and access to the manufacturers' technical assistance center as part of our preventative maintenance services.

"Break-Fix Basic Maintenance" refers to replacement and repair of failed equipment and parts.

8.2 Maintenance Regions

In order to improve service delivery and response time, the Department is considering dividing the Territory into four (4) maintenance regions, each of which will be comprised of approximately 375 schools. The schools in each maintenance region will be clustered together geographically, as much as possible, for convenience. Each vendor proposing basic maintenance services must submit a pricing proposal for only one (1) maintenance region, to allow the Department to compare pricing. To the

extent a vendor is interested in providing services to more than one (1) maintenance region, the vendor must indicate the number of regions the vendor proposes to support, and indicate any pricing discount to be provided to the Department for all maintenance services, in the even the vendor is awarded more than one (1) maintenance region.

Each maintenance region may be awarded to a different company, all maintenance regions may be awarded to the same vendor, or a combination thereof.

8.3 Scope of Services

8.3.1 Network Electronics – *Preventative and Break-Fix*

The following chart shows the approximate number of the primary switches installed on the network and at the school sites to be maintained:

MANUFACTURER	MAKE	QTY	FUNCTION
Fortigate	1000AFA2	1	Routing Switch
Fortigate	3600A	3	Internet Session Load Balancing
Nortel Alteon	2424	2	Load Balancing Traffic through Firewalls
Nortel BayStack	5510-24T	3	Routing Switch
Nortel Contivity	1700	1	Receive School Network Traffic
Nortel BayStack	425 24T	3082	Main School Switch (2 per school)
FortinAnalyzer	2000	1	Take the Internet and Network Traffic Logs
Cisco Catalyst	3560 PoE24	1540	User and VoIP Switch

The service provider shall perform the following preventative basic maintenance services:

- Test and support of all LAN Layer 2 and 3 switches
- Test and install updates and bug fixes as required
- Respond to warnings and critical events
- Investigate network threats/intrusions and take actions to mitigate risks
- Take corrective actions to ensure continued service functionality
- Perform basic technical support and configuration changes
- Install new firmware releases provided by the manufacturer and apply updates to equipment as necessary.

8.3.2 Network and Email Servers– *Preventative and Break-Fix*

The Department is requesting preventative and break-fix basic maintenance services for its DNS (Domain Name services) and DHCP (Dynamic Host Configuration Protocol), email, and web hosting servers located in the Data Center.

Basic maintenance proposals should also include the cost to make required configuration changes to add the schools and districts onto the PRDE domain.

The servers to be maintained are listed on the chart on the immediately succeeding page.

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	Server Name	Miscellaneous	Server Model/Type	Memory	Total Size Local Disk	RAID Level(s)	O/S Version	NIC Port & Speed
1	DE-AEA-DC	AEA DC	IBM Blade Server HS21	2GB	80GB	1	Windows 2008 Server	2 x GbE
2	DE-AEA-DC01	DC, DHCP & DNS	IBM Blade Server HS21	4GB	136GB	1	Windows 2008 Server	2 x GbE
3	DE-DC-001	DC & DNS	IBM X360	4gb	40gb	1	Windows 2003 ENT	1 x GbE
4	DE-DC-002	Domain Controller		2GB	50GB		Windows 2008 R2 Enterprise 64bit	1 x GbE
5	DE-DC-004	Domain Controller		2GB	50GB		Windows 2008 R2 Enterprise 64bit	1 x GbE
6	DE-DC-123	DC	IBM Blade Server HS20	4GB	40GB	1	Windows 2003 ENT	2 x GbE
7	DE-DC-GLOBAL	Domain Controller & DNS		2GB	40GB		Windows 2008 R2 Enterprise 64bit	1 x GbE
8	DE-EXCH-001	Exchange 2010 CAS-HUB		8GB	50GB		Windows 2008 R2 Enterprise 64bit	1 x GbE
9	DE-EXCHCAS-002	Exchange 2010 CAS-HUB		8GB	40GB		Windows 2008 R2 Enterprise 64bit	1 x GbE
10	DE-EXCHCAS-003	Exchange 2010 CAS-HUB		8GB	50GB		Windows 2008 R2 Enterprise 64bit	1 x GbE
11	DE-EXCHMB-001	Exchange 2010 Mailbox		20GB	1.19 TB		Windows 2008 R2 Enterprise 64bit	1 x GbE
12	DE-EXCHMB-002	Exchange 2010 Mailbox		30GB	1.04 TB		Windows 2008 R2 Enterprise 64bit	1 x GbE
13	DE-FRONTEND-001	Exchange Frontend	IBM X360	4gb	40gb	1	Windows 2003 ENT	3 x GbE
14	DE-MSG-003-A	Exchange	IBM Blade Server HS20	4GB	40gb	1	Windows 2003 Server	2 x GbE
15	DE-MSG-003-A	HELP Server	IBM Blade Server HS20	4GB	40gb	1	Windows 2003 Server	2 x GbE
16	DE-MSG-003-B	Exchange	IBM Blade Server HS20	4GB	40gb	1	Windows 2003 Server	2 x GbE
17	DE-FW-001	Firewall	IBM X360	4gb	40gb	1	Windows 2003 ENT	3 x GbE
18	DE-ISA-001	ISA SERVER	IBM Blade Server HS20	4GB	30gb	1	Windows 2003 Server	2 x GbE
19	DE-ISA-001B	ISA	IBM X360	4gb	40gb	1	Windows 2003 ENT	3 x GbE
20	DE-ISA-005B	ISA SERVER	IBM Blade Server HS20	4GB	80gb	1	Windows 2003 Server	2 x GbE
21	DE-ISA-MA-002	ISA SERVER	IBM Blade Server HS20	4GB	30gb	1	Windows 2008 Server	2 x GbE
22	DE-BETMG3-001	PRI Backend		16GB	50GB		Windows 2008 R2 Enterprise 64bit	2 x GbE
23	DE-BETMG3-002	PRI Backend		16GB	50GB		Windows 2008 R2 Enterprise 64bit	2 x GbE
24	DE-TSM-001	TSM SERVER	IBM Blade Server HS21	6GB	136gb	1	Windows 2008 Server	2 x GbE
25	DE-TSM-001-A	TSM SERVER	IBM X360	4gb	20GB	1	Windows 2003 ENT	3 x GbE
26	DE-DIRECTOR-002	vCenter	IBM Blade Server HS21	6gb	136gb	1	Windows 2008 Server	2 x GbE
27	DE-FWEBSER-089	Webserver	IBM Blade Server HS20	4GB	40gb	1	Windows 2003 Server	2 x GbE
28	DE-IDC-WEB	IDC WebServer		1GB	40gb		Windows 2003 Enterprise	1 x GbE
29	DE-WEB-001	Educacion Especial		4GB	104GB		Windows 2008 R2 Enterprise 64bit	1 x GbE
30	DE-WEB-EE-001	Web Server		8GB	128GB		Windows 2008 R2 Enterprise 64bit	1 x GbE
31	DE-WEBSER-001	Web Server		8GB	108GB		Windows 2008 R2 Enterprise 64bit	1 x GbE

The service provider shall perform the following basic maintenance services:

- Replace failed or failing parts such as hard drives and power supplies
- Monitor disk consumption and take corrective actions to avoid downtime and to ensure service functionality
- Regularly scheduled testing and installation of updates and fixes, including virus/spyware/malware protection
- Keep current on new firmware releases, and test and install critical updates as required and made available by the manufacturer, including maintaining and upgrading DNS and DHCP software
- Perform basic technical support and configuration changes, including configuration changes to add schools and districts to the PRDE domain.

8.3.3 Server Back-up Systems and Cartridge Units – *Preventative and Break-Fix*

The selected vendor(s) shall also provide basic maintenance for the following back-up systems and tape library units:

Software Name and Version	QTY
Tivoli Storage Manager 5.5	1

Cartridge units	QTY
IBM LTO3 with label	1

Library using TSM Software	
Model	Type
TS3200	3573-L4U
TS3310	3576-L5B
Expansion	3576-E9U
Expansion	3576-E9U
TS3310	3576-L5B
Expansion	3576-E9U

8.3.4 Routers – *Preventative and Break-Fix Only*

The Department is requesting preventative and break-fix basic maintenance services for the following routers:

MANUFACTURER	MAKE
Nortel Contivity Router (VPN/Firewall Router)	251
Nortel Passport Series 1000 Routers	4740
Nortel/Avaya Routers	2330
Thompson Speedtouch (router for 3mbps)	
Zhone (router for wireless for 3 mbps)	

The service provider shall perform the following preventative basic maintenance services:

- Test and support routers
- Test and install of updates and bug fixes as required
- Respond to warnings and critical events, and regular reviews of such events
- Research network threats/intrusions, and required actions to mitigate risk
- Corrective actions to avoid downtime and to ensure service functionality
- Perform basic technical support and configuration changes, including configuration changes to add schools and districts to the PRDE domain.

8.3.5 Cabling – Break-Fix Only

There are more than 30,000 Cat5 and Cat6 cabling drops in the Department’s schools. Vendors providing maintenance support for cabling are required to comply the Department’s standards for Communications Wire, Cable, Devices and Equipment (Division 17, Section 1722), which are posted at <http://dde.pr/erate>.

SERVICE	QUANTITY
Maintenance – Cable and VoIP Drops Data Center	Up to 100
Maintenance – Cable and VoIP Drops (Territory-wide)	Up to 5 Drops per site for 1546 sites
Maintenance - Data Drops and patch panels, jacks, surface boxes, molding, and terminations.	5 Drops for 1546 sites
Outside cabling supporting external Access Points	Maintenance to be provided to each site once a year

The maintenance service provider shall be responsible for performing the following break-fix maintenance services:

- Repair broken/ damaged wall boxes
- Replace defective or non-working data drops
- Respond to trouble calls and reported inactive drops throughout the campus
- Toning and relabeling as necessary
- Corrective actions to restore service functionality

8.3.6 Wireless Access Points and Controllers – Preventative and Break-Fix On

Wireless is also available in most schools. The wireless equipment consists of various manufacturers, but primarily of Cisco Aeronet access points. Some small buildings and temporary structures may have wireless bridges installed to connect to the main building that are considered part of the LAN break/fix support scope. All replacement wireless access points installed shall meet all of the Department’s standards for Data Communications, Wireless Access Points (Division 17, Section 17333), which are posted at <http://dde.pr/erate>.

The following access points are to be supported under the basic maintenance contract.

ITEM	MANUF	QTY
AP - Inside	Cisco or Equivalent	1500
AP – Outside	Cisco or Equivalent	1500

8.3.7 UPS Power Protection and Battery Backup – *Preventative and Break-Fix*

Most of the schools have a UPS unit to provide backup power to eligible components. The following chart shows the types and quantities of the installed systems:

LOCATION	MANUF	MODEL	CAPACITY	QTY
Data Center	Libert	AP355	50 KVA	1
Data Center	Libert 610	U39SA154AAAA651	150KVA	1
Schools	Various (Dell, HP, Nortel, etc.)	Various	Various	1500

The service provider shall perform the following ongoing preventative basic maintenance services:

- Scheduled testing of UPS and battery backup functionality
- Respond to adverse events/warnings generated by the UPS systems
- Corrective actions to avoid downtime and to ensure service functionality

8.3.8 Telephony – *Break-Fix Only*

The Department is requesting break-fix maintenance for the VoIP phone systems in the Central Offices and at the schools. Below is the equipment to be supported pursuant to this RFP.

MANUFACTURER AND MODEL
Nortel Phone Systems
Avaya or equivalent VoIP phone system (excluding handset replacement)

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8.3.9 Microsoft Email and Operating Software

The Department is also requesting support for email servers, client access licenses, operating software and related products.

DESCRIPTION	PART	QUANTITY
Microsoft® Enterprise Client Access License Device CAL with Services	76A-00025	121,948
Microsoft® Enterprise Client Access License Device CAL with Services	76A-00025	8,279
Microsoft® Exchange Server Enterprise Edition	395-02412	7
Microsoft® Forefront Protection for Exchange External Connector	5KD-00016	1
Microsoft® Forefront Identity Manager Client Access License Device CAL	7WC-00111	8,279
Microsoft® Forefront Identity Manager	7VC-00117	2
Microsoft® Forefront Thread Management Gateway Enterprise	4VD-00261	5
Microsoft® Lync Server Enterprise Edition	6PH-00298	3
Microsoft® Windows MultiPoint Server Premium	EFF-00169	9,555
Microsoft® Windows MultiPoint Server Client Access License Device CAL	EJF-00358	54,025
Microsoft® Windows® Server External Connector	R39-00374	2
Microsoft® Windows® Server Datacenter 1 Processor License	P71-01031	20
Microsoft® Windows® Server Enterprise	P72-00165	50
Microsoft® Windows® Server Standard	P73-00203	1,372
Microsoft® SQL Server Enterprise Edition 1 Processor License	810-03312	138

8.3.10 Firewall – *Preventative and Break-Fix*

See Server Maintenance requests in Section 8.3.2.

8.4 Required Reports

8.4.1 Vendor shall provide weekly detailed uptime/downtime reporting for all devices and remote and core sites. This shall include a summary of outages and resolutions and shall document the Department’s network availability. Following is a suggested guideline:

- Summary of the week's outages (automated)
- Time(s)
- Date(s)
- Location(s)
- Length
- Type (T-1, Opteman, Gigaman, OC-12, etc)
- Identification (scheduled, non-scheduled)

8.4.2 Vendor shall provide a monthly core equipment availability report showing the overall percentage availability of the core systems as well as breakdowns showing percentage availability for groups of equipment based on any of the following:

- Device models
- Device functions (routers, switches, firewalls etc.)
- Facility

The percentages shall show the percentage of time the systems are up, down, unavailable and down for scheduled maintenance. Unavailable systems are not reachable from the monitoring system due to an upstream outage that is closer to the monitoring system. Down time is the amount of time the system is not available, excluding times it is unavailable or down for maintenance.

8.4.3 Vendor shall provide a monthly school equipment availability report showing the overall percentage availability of the school systems as well as breakdowns showing percentage availability for groups of equipment based on any of the following:

- Device models
- Device functions (routers, switches, access points, WAN circuits etc.)
- Facility
- Facility circuit type (Fiber vs. Copper)

The percentages shall show the percentage of time the systems are up, down, unavailable and down for scheduled maintenance. Unavailable systems are not reachable from the monitoring system due to an upstream outage that is closer to that system. Down time is the amount of time the system is not available, excluding times it is unavailable or down for maintenance.

8.4.4 Vendor shall provide the following LAN Break/Fix Reports

- Monthly Ticket Summary.
- Replaced Equipment Reports.
- Change Request Report.
- SLA Violation Reports.
- Chronic Issues Report.
- LAN Analysis Report.
- A Diagram in Visio format as requested

8.5 Maintenance Service Requirements

The vendor shall provide onsite basic maintenance services in conjunction with the E-Rate Program to the Department. The vendor shall provide management services to monitor and maintain the data network and local area networks, and network security infrastructure including routers, switches, access points and wireless controllers, firewall/VPN appliances, intrusion prevention systems, firewall/VPN management stations, web content filtering system, load balancers, servers, UPS units and other ancillary equipment. The solution will provide proactive remote monitoring services for the Department's equipment. This service includes monitoring and management of Department owned or leased equipment, pro-active and maintenance administration of systems, fault/error detection, reporting, analysis, and correction of issues.

a. The vendor is required to provide vendor maintenance contracts at appropriate levels on the Department's behalf for the duration of the contract. The Department must be able to view any and all related tickets and be able to open up trouble tickets as required. Any necessary overnight return merchandise authorization (RMA) processes and shipping must be included with the vendor's proposal.

- b. The Department requires the vendor to share access to these managed devices, including “enable” and/or “root” level passwords to allow the vendor and the Department to jointly accomplish operational configuration and changes associated with maintenance events.
- c. The Department also requires access to all simple network management protocol (SNMP) community strings and to have the ability to receive traps and logs generated by all equipment.
- d. The Department requires all personnel working on the Department’s network to be highly qualified to ensure agreed upon service levels are met. In addition, all support personnel are to be trained for the Department’s network equipment (sometimes referred to as environment) prior to supporting it and the Department shall have a consistent team that is extremely familiar with the current issues, projects, and other engineering tasks that are underway. The Department will be given the option to interview any proposed personnel prior to becoming engaged on the contract. The Department shall approve assigned personnel, including technical and management personnel.
- e. Proper personnel shall be available onsite for all scheduled maintenance times during or after business hours. Low risk network changes can be done remotely with prior consent from the Department. Major scheduled maintenance performed on the Department’s network shall require a detailed statement-of-work that clearly defines roles, risks, tasks, testing parameters, modifications, back-out plan and associated.
- f. All Incidents shall be tracked by the vendor’s incident tracking system with open, close, update, and status change notifications. These notifications must be sent out via e-mail or SMS (Short Message Service) based on the Department’s preferences, alerting critical IT resources to any failures or degradations that might impact services or end user functionality.
- g. Vendor shall provide incident diagnosis and remediation/problem management to resolve problems as they occur.
- h. The vendor shall provide the Department with updated diagrams/drawings as the vendor makes changes to the LAN (e.g. equipment replacement). The diagrams must be available in Microsoft Visio format and submitted to the Department in electronic format. Each device in the diagram will include, but is not limited to, the following data:
 - Make and Model
 - Hostname
 - IP information
 - IP Subnets/VLANs
 - Ports connected to IP phones
 - Uplink ports
 - Serial number
 - Location

- Asset tag number
- i. The vendor shall also maintain sufficient break/fix components that will be used for common failure items. Prior to the commencement of the contract, the vendor shall obtain the Department's approval of the processes associated with repairing and replacement of equipment.
 - j. The Department has an asset inventory/management system initiative currently underway that may supersede the need for vendor to provide their own inventory management system. If so, the vendor shall interface with the Department's asset system. As part of the services, vendor shall maintain a complete inventory, as directed by the Department, of the devices at each school and provide Inventory Management to track all devices covered under the contract and update all equipment changes. As equipment is replaced, the vendor shall track serial numbers and provide a report of all replaced serial numbers traced back to the original equipment. The inventory system shall also have data fields for installed dates and indicate whether or not the equipment was purchased with E-Rate funds. The vendor shall return to the Department all replaced devices that cannot be replaced under a hardware maintenance contract (e.g. Smartnet) and inventory information to the Department.
 - i. Asset management of the environment is to include:
 - (a) Logical inventory (e.g. Firewall/OS versions, patch levels, configuration settings;
 - (b) Physical inventory (e.g. Location (Address, floor, room, rack etc.), device make/model, RAM, CPUs); and
 - (c) Asset inventory (e.g. contract maintenance agreements and warranty, expirations, support codes/numbers).
 - k. All installed equipment must include the standardized operating system revision for that device and proper configuration. Vendor shall work with the Department in order to establish the proper testing procedures for any equipment replacement and provide the proper configuration backups on all covered equipment. Backups must be readily available for emergency restoration and other needs as required by the Department. The backups must also be available to the Department's personnel as requested.
 - i. The Department requires the vendor to provide on-going software configuration management for all covered devices including, but not limited to, configuration changes, operating system, or firmware upgrade for problem resolution or service enhancements. The Department reserves the right to request configuration changes for initiatives as needed.

- ii. Support services shall include:
- (a) Emergency Repairs. The vendor shall provide break/fix services for the equipment during the term of the contract as requested by the Department. Break/fix visits shall be during regular business and school hours, Monday through Friday, excluding Department holidays.
 - Reboots.
 - Hard Drive replacements.
 - Remote tunneling.
 - OS updates.
 - Active directory integration.
 - Multicasting support.
 - (b) Vendor shall react to network events and provide corrective action to restore services. In addition to resolving software and hardware issues, this includes opening, escalating, and resolving circuit issues with the Department's network transport carrier.
 - (c) A small inventory of cables shall be available for use under this contract. T-1 extension testing and simple repair shall be included as part of fault isolation and resolution. Simple repair includes re-punching or re-termination of existing cables.
 - (d) Vendor shall accept new sites or moves as directed by the Department, including proper port provisioning, IP address assignments, DHCP scope creation, DNS zone configuration, additional site reporting and monitoring, documentation and coordination with other vendors as directed. This shall also include remote site equipment installation and configuration.
 - (e) Vendor shall assist the Department in maintaining its primary Data Center. The foregoing includes installing and removing unshielded twisted pair (UTP) and fiber optic cabling. Vendor shall maintain existing cabling infrastructure to ensure it is routed in any available cable management systems and cables are properly labeled. Vendor shall ensure all covered systems are properly tagged with an asset sticker and labeled. Vendor shall also ensure that all waste is properly disposed of and sites are kept clear of debris.
- l. Vendor shall provide a network device maintenance program that shall provide incident management and maintenance services that include, but are not limited to, the assessment, repair or replacement of malfunctioning or defective hubs, switches, wireless devices, servers, and UPS devices at Department sites.
- m. Network devices shall be repaired or replaced. The vendor shall provide this equipment as a part of the maintenance cost of this program. The vendor shall provide maintenance services that include, but are not limited to, assessment, repair, replacement, configuration, documentation, and testing of LAN devices.

- n. Vendor shall also be responsible for the management and support of the school wireless network equipment and this management shall include:
- Maintaining an up-to-date inventory of all access points including configuration (e.g. Security encryption and channel ID);
 - Monitoring and break fix of all wireless infrastructure;
 - Ensuring Department standards are applied to all wireless devices;
 - Wireless security configuration at each school;
 - Maintenance of any other enhanced wireless security functionality required by the Department;
 - Identification and removal of rogue access points;
 - Replacing malfunctioning non-Cisco devices with Cisco access points;
- o. Vendor shall provide and maintain a standardized OS version and boilerplate configuration of devices located at the schools. Configurations shall be collected and backed up by the vendor as equipment is replaced and remotely on a weekly basis. At the Department's discretion or based on common issues, vendor shall upgrade IOS/firmware on all equipment at the schools in order to provide a consistent and stable switch configuration across all schools.
- p. Vendor shall dispatch network engineers to a specified site within four (4) hours of incident notification and provide coordination with an appropriate school technical contact, building engineer or other designated school personnel for access to the device and the location. Once onsite, vendor's representative shall repair or replace the malfunctioning network device in the school MDF, IDF or classroom concentrator enclosures in a timely fashion. The vendor shall also perform basic troubleshooting of the device, including basic testing of cabling at the school and shall escalate all wiring and cabling issues to the appropriate vendor to coordinate resolution. All associated cables and patch cords shall be covered and properly spared.
- q. The replacement of repaired devices shall include at a minimum:
- Documentation of new inventory information for new equipment for the Department Inventory and Asset Tracking;
 - Application of an asset tag;
 - Documentation of decommissioned devices for the Department;
 - Warehousing of old devices for return to the Department;
 - Installation, labeling and cabling of all repaired or replaced Cisco Hardware into designated racks at the School;
 - Application of current boilerplate configuration, while replicating port settings from the replaced equipment's backup configuration;
 - Setup of the device and testing device connectivity;
 - An updated device configuration to match the Department standard configuration. Testing via telnet, SSH, SNMP, or other means necessary;
 - The validation of SNMP and Syslog settings on the device;

- The customization to the device configuration based on the old device it replaces; and
- An update of school LAN diagram.

9 SUBMITTAL REQUIREMENTS

9.1 Procurement Guidelines, Conditions and Procedures

This section provides vendors with relevant information on the conditions and procedures under which proposals for the required procurement items are to be developed, submitted and managed by the PRDE. All vendors interested in submitting a proposal must meet the following preliminary criteria:

- a. The vendor must have prior experience performing the proposed services at a multi-school environment, within a US Department of Education jurisdiction.
- b. The vendor must also be listed in the Single Registry of Bidders to be eligible to do business with the Department.

9.2 Proposal Delivery

Proposals must be delivered to the PRDE by the deadline identified on the cover page of this proposal and in Table 1, to the following:

Jorge Toro Mc Cown
 E-Rate Director
 Commonwealth of Puerto Rico Department of Education
 Legal Division
 150 Federico Costas, 1st Floor
 San Juan, P.R. 00919
 Email: toromj@de.gobierno.pr

9.3 Format of Response.

- A. One (1) original signature set of proposal shall be submitted with pages numbered in a plastic three-ring binder with section dividers for each item to be included in the proposal. Please do not send the original proposal set in spiral or velo binders. The original set of proposals shall be submitted on standard 8 1/2" x 11" bond paper bound on one side. .
- B. Seven (7) exact copies of the original set of proposals shall be submitted either on standard 8 1/2" X 11" bond paper bound on one side, or on CD or disk.
- C. All vendor proposal signatures must be in ink. Signatures printed mechanically or with pencil or rubberstamps shall not be accepted by the PRDE.

9.4 Contents of Response.

Vendor responses shall include each of the items listed on Exhibit D attached hereto and made a part of this RFP.

9.4.1 Company Questionnaire and Background Information.

Vendor shall include a completed Vendor Questionnaire Form, which form is attached hereto as Exhibit E. The vendor should also provide the following information regarding the vendor presenting the proposal:

- Company background information, including topics such as overall direction, history highlights, size and market presence, industries and lines of business, customers served, resources and technology; and
- Number of personnel available to support the PRDE's services

9.4.2 Qualifications of the Company.

Describe experience in providing the services requested in the RFP. Describe previous experience working in partnership with businesses, academic and governmental agencies for the past three (3) years.

9.4.3 Qualifications of Key Personnel.

To provide assurance of capability, submit the names, qualifications, education and experience of personnel expected to be assigned to support the project.

9.4.4 Subcontractors.

Identify all subcontractors the vendor intends to use, describe their experience and skills, and the percentage of work the vendor expects each subcontractor to perform for each service.

9.4.5 References.

A minimum of three (3) references from programs of similar scope and magnitude for which the vendor is currently providing services similar to the services required herein. The telephone number of the contact person shall be provided. The vendor must also indicate whether the vendor is performing the services as a prime or as a subcontractor, the percentage of the work being performed by the vendor.

9.4.6 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 vendor(s).

9.4.7 Evidence of Bonding Capacity.

Evidence of bonding capacity must be provided by a surety company on company letterhead that includes the name of the bonding company. Vendor shall be required to provide the Department with a performance bond prior to the start of services, in proportion to the program size.

9.4.8 Insurance requirements.

Evidence of current insurance coverage shall be submitted. If vendor's current coverage does not meet the requirements stated in this RFP, the vendor shall include a statement of a commitment to acquire the required insurance coverage, should it be awarded a contract for these services.

9.4.9 Joint ventures.

A copy of the executed joint venture agreement, if applicable, shall be submitted.

9.4.10 Licensing and Designations.

Submit copies of licenses and all other licenses required to provide services to the Department.

9.4.11 Recent Legal Actions.

List, and briefly describe, any and all legal actions in the past three (3) years in which the vendor 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. Vendors must also identify any lawsuits or other legal proceedings 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. Vendors must attach a copy of, and specify the current status of, any such proceedings (Governmental Ethics Code of the Commonwealth of Puerto Rico).

9.4.12 Service Level Agreement.

The vendor shall present a Service Level Agreement (SLA) for review and acceptance by the Department. The SLA shall warrant that Services shall be provided as requested. Vendors are encouraged to provide recommendations for addressing performance failures when service levels are not met including financial incentives and disincentives. The vendor shall agree to respond and resolve all requests within a reasonable time given the priority of the request. Requests in which the response time falls outside the basic coverage will carry-over to the next Department business day. The Department shall work with the vendor to determine how priority levels will be assigned to service requests. The Department also reserves the right to adjust priorities and response and resolution times, as needed. The Department reserves the right to implement financial

disincentives for failure to meet SLA performance measures, as well as financial incentives for exceeding SLA measures.

9.4.13 Certificate of Eligibility.

Vendors shall include evidence of their inclusion in the Bidder's Registry.

9.4.14 Compliance with E-Rate Program Requirements.

- Current and valid Service Provider Identification Number ("SPIN")
- Valid Federal Communications Commission Registration Number
- Service Provider Annual Certification verification (2010/2011 and/or 2011/2012) - SPIN contact page from USAC website will suffice
- Proof that supplier is not on the FCC Red-Light Status (requires FCC Registration Number and documentation from FCC). See <http://www.fcc.gov/redlight/>.
- Proof that supplier has submitted an updated Form 498, Service Provider Identification Number and Contact Information Form, with the required financial institution information sufficient to enable payments through electronic funds transfer.
- Evidence that vendor is listed in the Single Registry of Bidders ("Certificate of Eligibility")

9.4.15 Unemployment Insurance and Social Security.

Vendor 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.

9.4.16 Law for Investment in the Puerto Rican Industry.

Vendor shall submit information establishing vendor's eligibility for one percent (1%) under Act No. 14, with its proposal.

9.4.17 E-Rate Resource/Consultant.

Describe the qualifications of vendor's E-Rate resource/consultant who is familiar with the E-Rate invoice process and submission process to the SLD. A resume shall be submitted as part of this submittal.

9.4.18 Cost Proposal.

The selected vendor shall be required to perform all services as outlined in Section IV, Scope of Services. The vendor shall provide a Cost Proposal in which the vendor shall perform the services requested in this RFP solicitation. The vendor shall submit the following:

- A detailed list of assumptions on which the proposed Cost Proposal is based.
- Details of projected reimbursable expenses.
- Vendor shall submit completed Price Proposals for each service vendor includes in its proposals. Sample cost templates are attached hereto as follows:
 - ✓ Telecommunications Services – Exhibit F
 - ✓ Internet Access – Exhibit G
 - ✓ Basic Maintenance of Internal Connections – Exhibit H
- Vendor shall identify all eligible and ineligible costs as delineated under E-Rate regulations. Vendors should consult the SLD Website for eligibility lists pertinent to the relevant eligibility conditions.

9.4.19 Legal Terms and Conditions.

If awarded the contract, vendor acknowledges that the terms and conditions shall be based on this RFP and not based on terms and conditions from any prior written contracts, if any, that the vendor may have had with the Department. In the event vendor and the Department fail to reach agreement as to the terms and conditions of the Contract, vendor's approval for award of the Contract shall be revoked by the Department.

9.4.20 Certification of No Conflict of Interest.

Vendors must explicitly certify that there is no conflict of interest in the sale and provisioning of the proposed procurement items to the PRDE. Commonwealth of Puerto Rico law prohibits direct or indirect conflict of interest with respect to a company and/or its employees when providing products or services to any governmental agency (Commonwealth of Puerto Rico Commerce Code of 1932).

9.5 Conformity with RFP Instructions

Proposals are to be prepared in conformance with all the instructions, guidelines, conditions and requirements stated in this RFP. Vendors 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 vendor'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 procurement 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.

9.6 Primary Vendor

Due to the nature of the RFP, the PRDE recognizes that not all interested vendors are prepared to independently provide all of the required procurement items. Hence, one vendor may opt to subcontract the services of other vendors in order to present a proposal. In such a case, however, the PRDE will only accept a proposal from a single vendor (the "primary vendor") for all required procurement items. This primary vendor is expected to assume all responsibility over the procurement, evaluation and selection process.

9.7 Proposal Preparation Cost

The entire cost of preparation of proposals will be independently borne by vendors. Under no circumstances may vendors collect proposal preparation charges from the Department, (even in the case of a cancellation of this RFP).

9.8 Type of Contract

It is anticipated that a fixed cost contract will be awarded as a result of this procurement process (based on a firm fixed cost for the required procurement items). In addition to the provisions of this RFP, any additional clauses or provisions required by Federal or Commonwealth of Puerto Rico laws or regulations in effect at the time of execution of the contract will be included within the scope of the fixed cost contract.

9.9 Restrictions on Communications with the PRDE

From the date of release of this RFP until such time as vendor selection is made and announced, and, for the selected vendor, until a contract is signed, all contact with Department staff and contractors involved in this procurement is prohibited, except as follows:

- The designated E-Rate Director may be contacted orally, and/or in writing
- Staff may be addressed in their official capacity at the Pre-Proposal Conference
- Staff present or directly involved in any formal presentation may be addressed directly at those times
- Firms or individuals may continue to conduct other on-going business relationships with the Department or its contractors, so long as they are independent of this procurement and unaffected by it

Violation of this condition shall be considered sufficient cause for immediate rejection of a vendor's proposal.

9.10 RFP Questions

The PRDE will distribute answers to all questions pertaining to this RFP and received by the deadline, at the Pre-Proposal Conference. Responses to all vendor questions, regardless of which vendor submitted the questions, will be posted at

<http://dde.pr/erate>. In the interest of promptness, questions should be sent via email. The deadline for submittal of such questions is referenced in Table 1.

Only those explanations, clarifications or instructions formally provided by the E-Rate Director will be binding upon the Department.

9.11 RFP Amendments

At any point in time before the date when proposals are due, the Department may exercise its option to amend this RFP. In such an event, a formal RFP Amendment document will be posted at <http://dde.pr/erate>. Vendors are strongly encouraged to check the designated website on a regular basis throughout the solicitation period for important notices, responses to questions and RFP amendment, if any. In their proposals, vendors must state acknowledgement of receipt of each Amendment.

The Department reserves the right to revise the RFP Documents prior to the proposal submittal due date. Such revisions, if any, will be made by addenda to this RFP. Notice of the online availability of such addenda will be furnished, without additional charge, to all those who have downloaded this RFP. If an addendum includes significant changes, the proposal submittal due date may be postponed by the number of days that the Department considers appropriate for vendors to revise their proposals. The announcement of a new due date, if any, will be included in the addendum.

Vendors shall acknowledge receipt of all addenda to the RFP documents in the proposer's Cover Letter. Failure to acknowledge receipt of all addenda may render the proposal non-responsive.

After submission of proposals, no detailed information about the status of the evaluation process will be furnished until after awards are made.

9.12 Late Proposals

Any proposals received at an address other than the one indicated above, or at a time after the time established in Table 1, will not be considered by the PRDE. The time of receipt at the Department is the time-date stamp of the Department on the proposal wrapper or other documentary evidence of receipt maintained by the PRDE.

9.13 Withdrawal of Proposals

Vendors may not withdraw proposals after the deadline established for delivery of proposals.

9.14 Proposal Clarifications

Throughout the proposal evaluation process, the E-Rate Director may contact the vendor with questions specific to the submitted proposal, mainly for clarification purposes. Vendors are expected to provide documented replies to said questions and clarifications, and are advised that such replies shall become binding to their offer.

9.15 Finalist Selection

At the Department's option, and based on the submitted proposal, one or more vendors may be selected as a "Finalist" of the procurement process. The date by which the Department expects to have identified Finalist proposals is stated in Table 1.

Mainly, Finalist status implies that the PRDE will require the specific vendor to prepare and deliver formal presentations regarding the proposal and the corresponding procurement items. Upon notification of Finalist status, vendors will receive specific instructions regarding the presentations. However, vendors are advised to prepare to cover all of the areas and items offered in their proposal.

Should a vendor be identified as a Finalist, the corresponding formal presentations will be held in San Juan, Puerto Rico at mutually agreeable dates and times, within ten days of the Department's requested presentation dates. Presentations shall address the procurement items offered in vendor proposals, and may not be used to change or alter them at all. Failure of a vendor to commit to a satisfactory date for the formal presentation may result in disqualification of the vendor as a Finalist. The PRDE's decision in this matter shall be final. All costs related to the presentations will be exclusively borne by the vendor.

Finalist vendors may be involved in additional evaluation activities, such as detailed product demonstrations or evaluations, site visits, and/or detailed discussion meetings. In the case of detailed product demonstrations, vendors will be expected to demonstrate the proposed product's compliance with the stated functional requirements, to the PRDE's satisfaction.

The PRDE reserves the right to establish which additional Finalist activities may be required, when they will be required, and with which Finalist vendors.

9.16 Vendor Selection

Based on its internal evaluation and the results of the formal presentation process, the PRDE expects to have a preferred vendor by the date established in Table 1. The selected vendor is expected to be ready to immediately enter into a contracting process, which is expected to culminate by the date established in Table 1.

9.17 Vendor Protests.

All Department procurements shall be conducted in a manner which assures that all prospective vendors are afforded fair and equal consideration in the selection of the successful contractor and the award of Department contracts in order to preserve and maintain the integrity of the procurement process. To that end, any vendor adversely affected by an award under this RFP may submit an application for Review with the Administrative Review Board within then (10) calendar days following the issuance of the notice of award by the Department. Protests pertaining to the content of this RFP must be filed within ten (10) calendar days after the date of the issuance/release of this RFP.

9.18 Unified Government Vendor Register.

Prior to contract execution, the selected vendor must present evidence of its registration in the Unified Government Vendor Register, administered by the Commonwealth of Puerto Rico General Services Administration. Additional information can be found at www.asgpr.com.

9.19 Vendor Certifications.

Upon proposal submittal, vendors must certify that none of the employees of the Department or any of its dependencies have a pecuniary interest in their offer. Additionally, vendors must certify that proposals have been prepared and developed without collusion with any of the Department's officials or other eligible vendors, and without effort to preclude the Department from obtaining the best competitive proposal. Each vendor is required to submit the No Collusion Affidavit attached as Exhibit I with their proposal(s).

9.20 Use of Proposal Ideas.

The Department has the right to use any or all ideas and concepts presented in any proposal received in response to this RFP unless a vendor presents a specific statement of objection in the proposal. In no event will the Department be precluded from the use of ideas, which are not the proprietary information of the vendor and so designated in the proposal, or which:

- Were known to the Department before submission of such proposal; or,
- Properly become known to the Department thereafter, through other sources or through acceptance of the vendor's proposal.

9.21 Disclosure of Information.

The proposal submitted in response to this RFP may contain copyright and/or patent-related information which the vendor may not want used or disclosed for any purpose other than evaluation of the proposal. Subject to provisions of Commonwealth of Puerto Rico Law, the use and disclosure of any such information may be so restricted, provided the information is clearly marked as "Trade Secret". If a contract is awarded to the vendor, the Department shall have the right to use or disclose the information to the extent otherwise provided in the contract or by law. The Department does not assume liability for the use of such information, whether marked or not.

9.22 Proposal Validity.

Proposals must be valid for one hundred and eighty (180) days following the closing date of this RFP. This period may be extended by written mutual agreement between the vendor and the Department.

10 EVALUATION CRITERIA AND VENDOR SELECTION

10.1 Proposal Evaluation Process.

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

10.2 Evaluation Committee.

The PRDE intends to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. In making this determination, an internal Evaluation Committee will be appointed. The Evaluation Committee will review the proposals in accordance with the evaluation criteria and make a final recommendation to the Secretary as to the vendors meeting the Department's criteria to be awarded the contract.

10.3 Competency of Vendor:

No award will be made to any person, firm or corporation that is in arrears or is in default with the Department upon any debt or contract, or that is a defaulter upon any obligation to the Department, or has failed to perform faithfully on any previous contract with the Department.

10.4 Consideration of Responses:

The Chief Information Officer shall represent the Department in all matters pertaining to this RFP. The Chief Information Officer reserves the right to reject any response and to disregard any informality in the responses when, in her opinion, the best interest of the Department will be served by such action. **Vendors unable or unwilling to participate in the federal E-Rate Program will automatically be eliminated from this RFP process.**

10.5 Evaluation Criteria and Vendor Selection

Vendor shall also be evaluated on the following criteria (which are not necessarily listed in order or priority):

- a. Responses by vendors shall be evaluated in accordance with E-Rate rules which require that price to be the primary factor.
- b. Professional qualifications and experience of the vendor necessary for providing the services as outlined herein.
- c. Longevity of business organization.
- d. Experience with other contracts in a similar role.
- e. Quality of the Proposal.
- f. Financial stability of the vendor.

- g. Professional qualifications and experience of assigned personnel including the assigned personnel's ability to perform the services as reflected by technical training and education, general experience and specific experience in providing the required services.
- h. Available staffing of adequate personnel to provide required services.
- i. Past performance of the vendor on other contracts with the Department and any other entity in terms of quality of work and compliance with performance schedules. The Evaluation Committee may solicit from previous clients, including the Department, other government agencies, or any other available sources, relevant information concerning the vendor's record of past performance.
- j. Quality of the responses received from the three (3) references.
- k. Capacity of the vendor to handle the assigned projects.
- l. Submission of all submittal requirements.
- m. Legal actions which may affect performance of the services required under this RFP.
- n. Responsiveness to the RFP's terms and conditions.
- o. Compliance with the Insurance Requirements cited herein.
- p. Evidence of Bonding Capacity.
- q. Compliance with E-Rate Program Requirements.

The Department reserves the right to award the contract in whole or in part in the best interest of the Department.

10.6 PRDE Discretion

In submitting a proposal, each vendor recognizes, acknowledges and accepts that the evaluation of proposals requires the exercise of discretion on the PRDE's part, and that the Department shall exercise its discretion as it deems in the best interest of furthering the public policy of the Commonwealth of Puerto Rico.

EXHIBIT A: SAMPLE LETTER OF INTENT TO PROPOSE

The Letter of Intent to Propose must be delivered to the address below by February 23, 2012.

TO BE SUBMITTED ON VENDOR LETTERHEAD

[Date]

Jorge Toro Mc Cown
E-Rate Director
Commonwealth of Puerto Rico Department of Education
Legal Division
150 Federico Costas, 1st Floor
San Juan, P.R. 00919

Dear Mr. Toro Mc Cown:

_____ (the "Vendor") has received a copy of **RFP No. SF (OC) 2011-008** entitled "**Request for Proposals for E-Rate FY2012 Telecommunications, Internet Access and Basic Maintenance** (the "RFP")," issued by the Puerto Rico Department of Education on February 1, 2012. This to notify you that the Vendor intends to submit one or more proposals for the services described in the RFP. All questions and requests concerning the RFP or our proposal(s) or qualifications should be directed to the following designated contact person:

Name: _____
Title: _____
Address: _____
Office Phone: _____
Cell Phone: _____
Email: _____

The undersigned is the _____ of the Vendor, and as such, is authorized to submit this Letter of Intent and designate the named contact person to act on behalf of the Vendor.

Sincerely,

Name:
Title:

EXHIBIT B: KEY E-RATE DEFINITIONS AND COMPLIANCE REQUIREMENTS

1. Key E-Rate Program Definitions:

- A. **“E-Rate program”** shall mean the program currently administered by SLD/USAC or any of its successors under which eligible schools, libraries and consortia may receive discounts for eligible telecommunications services, Internet access and internal connections through the Universal Service Fund.
- B. **“E-Rate discount”** means the discount that eligible schools and libraries may receive for the acquisition of eligible telecommunications services, Internet access and internal connections.
- C. **“USAC”** means the Universal Service Administrative Company, a private not-for-profit company that provides access to affordable telecommunications services in the United States and its territories through its administration of the Universal Service Fund. USAC administers the Universal Service Fund (“USF”) under regulations promulgated by the FCC.
- D. **“SLD/USAC”** means the School and Libraries Division, that branch of USAC, which administers the E-Rate program that provides affordable access to telecommunications services for all eligible schools, libraries and consortia in the United States and its territories.
- E. **“Discounted Portion of E-Rate Eligible services”** shall mean that portion of the charge for E- Rate eligible services, for which the vendor is able to seek reimbursement from USAC, as determined by the SLD/USAC in any Funding Commitment Decision Letter (“FCDL”).
- F. **“Non-Discounted Portion of E-Rate Eligible services”** shall mean that portion of the charge for E-Rate Eligible services for which the PRDE is responsible for payment as determined by the SLD/USAC in any FCDL. The Non-Discounted Portion shall not exceed the sum authorized by the PRDE.
- G. **“E-Rate Eligible services”** shall mean services defined by the SLD/USAC as eligible for the E- Rate discount as determined by FCC notices, rules, regulations and guidelines.
- H. **“Ineligible E-Rate services”** shall mean services determined by the SLD/USAC to be ineligible for the E-Rate discount as determined by FCC notices, rules, regulations and guidelines, or otherwise.
- I. **“Invoice Receipt Deadline”** shall mean the deadline established by the SLD/USAC for the filing of Form 472 or Form 474 invoices for the Discounted Portion of E-Rate Eligible services. The Invoice Receipt Deadline is normally one-hundred twenty (120) days after the Service Delivery Deadline.
- J. **“Service Delivery Deadline”** shall mean the deadline established by the SLD/USAC by which time services must be delivered and installed based on FCC notices, rules, regulations and guidelines.

- K. **“Recurring Services”** shall mean services generally offered on an ongoing basis and paid for in regular monthly, quarterly, or annual payments.
 - L. **“Non-Recurring Services”** shall mean those services generally offered on a one-time basis.
 - M. **“Form 474”** shall mean the service provider invoice (“SPI Form”) that is submitted by the service provider to the USAC to request reimbursement for discounts already provided on customer invoices.
 - N. **“SPIN”** shall mean a service provider identification number. It is the unique number assigned to each service provider participating in the USF.
 - O. **“Border Gateway Protocol (“BGP”)** shall mean the core routing protocol of the Internet. It works by maintaining a table of IP (Internet Protocol) networks or prefixes that designate network paths among autonomous systems.
 - P. **“Eligible Services List (“ESL”)** shall mean the list of services approved by the FCC for funding under the Schools and Libraries Program. The ESL is funding year specific.
 - Q. **“Beneficiary Audits”** shall mean the audits performed by national accounting firms to determine if the beneficiaries (the recipients of discounted services) comply with FCC rules and reasonable business practices. The USAC hires the accounting firms to perform the audits in order to prevent waste, fraud, and abuse of the E-Rate program.
 - R. **“Customer Bills”** shall mean the invoices submitted to the PRDE. This is used to differentiate between PRDE invoices and invoices submitted to the SLD/USAC.
 - S. **“Form 498”** (“Service Provider Information Form” or “SPIF”) shall mean the form that service providers complete in order to participate in USF programs. This form provides contact information at the company/corporate level as well as contact information for each USF program.
2. As part of the vendor’s participation in the E-Rate program, the vendor must comply with the requirements below: All SLD/USAC forms needed by the vendor can be found at: <http://www.universalservice.org/sl/tools/required-forms.aspx>.
- A. Vendor must retain the services of an E-Rate consultant or have a designated employee familiar with E-Rate program rules, forms and processes, who will conduct periodic audits of the vendor’s processes and forms and assist the Department with ensuring the vendor is compliance with SLD/USAC and FCC requirements.
 - B. Vendor must submit invoices and supporting documents approved by the Department as provided in Section III, 2.5, of this RFP.
 - C. File with the SLD/USAC a Service Provider Annual Certification form (SPAC – FCC Form 473).

- D. Assist the Department with preparing all administrative paperwork required by SLD/USAC at the direction of the Information Technology Department E-Rate Director.
- E. Demonstrate knowledge and expertise of Federal Communications Commission (“FCC”) rules, regulations, and guidelines related to the E-Rate Program.
- F. Advise the Department of FCC regulation changes and their impact on E-Rate Eligible services provided by the vendor.
- G. Review the Eligible services List and recommend eligible solutions to the Department.
- H. Prepare correspondence to the SLD/USAC and/or FCC on behalf of the Department (e.g. service substitution request and other related matters) directly related to the E-Rate eligible services.
- I. Assist the Department in appealing any adverse ruling of the SLD/USAC and/or FCC that are directly associated with E-Rate Eligible services.
- J. Provide the Department with written opinions relating to eligibility and compliance with E-Rate rules, regulations and guidelines as deemed appropriate by the Department in support of the eligible service.
- K. Assist in the preparation and provide staff as requested by the Department for beneficiary audits conducted by the FCC and/or their agents throughout the year.
- L. Make staff available for any audits that are conducted by the Department’s third-party auditors.
- M. Vendor shall also obtain and provide to the Department a FCC Registration Number and the vendor’s Taxpayer Identification Number on or before the time of execution of the contract.
- N. Invoice Procedures: For E-Rate-related purposes, it is incumbent upon the vendor to include the following details for E-Rate-related services on its invoices as follows:
- Date of Invoice.
 - Dates of Service.
 - Funding Request Number (“FRN”).
 - Vendor signature on invoice attesting to accuracy and completeness of billings.
 - Detailed description of services performed that matches contract specifications, Form 470, and Form 471.
 - Breakdown of amount to be billed to SLD/USAC (eligible charges) and amount to be billed to the Department (ineligible and other charges), indicating the full pre-discount cost with the discount.
 - Invoice on Vendor letterhead or on a vendor-generated form.

- The Department's Billed Entity Number (BEN) number – #135749 and E-Rate Funding Year.
 - Proper discount percentages are charged based on FCDL.
- O. Submit invoices to SLD/USAC only after services have been performed and signed off by the Department representative(s). The Department will utilize a progress payment schedule for all project-based services.
- P. Submit Service Provider Invoice Form (Form 474) to SLD only after issuing customer bills.
- Q. Include on customer bills sufficient detail to identify the specific services provided, when the services were provided, and the cost of the services. A customer bill that indicates an amount with a description such as "eligible E-Rate services" is not sufficient. The Department will provide the vendor the requirements for billing
- R. Indicate on the customer bill and or supporting documentation the make, model, and the serial number for any equipment provided.
- S. The submitter of an invoice (the vendor) should produce and maintain an analysis relating the SLD/USAC invoice (using the Invoice Number on Form 474 or the Reimbursement Form Number on Form 472) to the invoice numbers of the customer bill.
- T. Maintain copies of customer bills and invoices submitted to SLD/USAC to facilitate any requested reconciliation.
- U. Include only services provided within the funding year on invoices submitted to SLD/USAC.
- V. Refund the SLD/USAC the appropriate portion of disbursements made by SLD/USAC for equipment that is returned.

EXHIBIT C: INSURANCE REQUIREMENTS

Vendor must meet the following minimum insurance requirements:

1. Workers' Compensation and Employers' Liability Insurance.

Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance with limits of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per occurrence for accident and disease. The workers' compensation policy shall contain a waiver of subrogation clause.

2. Commercial General Liability Insurance.

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

3. Automobile Liability Insurance.

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

4. Technology Errors and Omissions.

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

5. Additional Insured.

The vendor shall have its General and Automobile Liability Insurance policies endorsed to provide that Additional Named Insureds as directed by the Department.

6. Insurance Certificate.

The insurance company, or its representative, shall submit an insurance certificate evidencing all coverage as required hereunder in the contract and indicating the Additional Insured status as required therein. The Department will not pay the vendor for any services if satisfactory proof of insurance is not provided prior to the commencement of services. The Certificate must provide sixty (60) days prior written notice of material change, cancellation, or non-renewal be given to the Department.

7. General.

- A. Any failure of the Department to demand or receive proof of insurance coverage shall not constitute a waiver of vendor'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.
- B. The vendor's failure to carry or document required insurance shall constitute a breach of the vendor'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 vendor for any services if satisfactory proof of insurance is not provided before the commencement of services.
- C. Any deductibles or self-insured retentions on referenced insurance coverage must be borne by vendor. Any insurance or self-insurance programs maintained by the Department of Education do not contribute with insurance provided by the vendor under the contract.
- D. All subcontractors are subject to the same insurance requirements of vendor unless otherwise specified in the contract. The vendor shall require any subcontractors under the contract to maintain comparable insurance naming the vendor, the Department inclusive of its members, employees and agents, and any other entity designated by the Department, as Additional Insureds. The vendor will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.
- E. The coverage and limits furnished by vendor in no way limit the vendor'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.
- F. The vendor agrees that insurers waive their rights of subrogation against the Department.
- G. Upon Department request, vendor and/or its subcontractors shall promptly provide a certified copy of any applicable policy of insurance. The Department reserves the right to modify, delete, alter or change insurance requirements at any time.

EXHIBIT D: MINIMUM PROPOSAL SUBMITTAL REQUIREMENTS

Vendor must submit their bids in a binder labeled with the following numerical tabs. Vendors must submit one (1) original, one (7) identical copies on paper or disk. Proposals are not to be sent by email. Each proposal shall contain the following:

1. Cover Letter, Vendor Introduction and Executive Summary
 - A commitment to provide the services described in the proposal and a written commitment to enter into a written contract with the Department for the services;
 - Include a brief narrative description of the company and its service offerings;
 - Identify the contact person for contractual negotiations, administration and for arranging an oral presentation, if required;
 - Identify and acknowledge that all amendments to the RFP were obtained and reviewed by the vendor (if no amendments have been received, a statement to that effect should be included);
 - Acknowledge that the vendor obtained and reviewed of all responses to questions issued by the PRDE (handed out at the Pre-Proposal Conference and posted online); and
 - Confirm that the proposed services and costs will remain valid for one hundred and eighty (180) days following the proposal date.
2. Vendor Questionnaire – Exhibit E
3. Telecommunications Price Proposal (if vendor is proposing) – Exhibit F
4. Internet Price Proposal (if vendor is proposing) – Exhibit G
5. Basic Maintenance Price Proposal (if vendor is proposing) – Exhibit H
6. Non-Collusion Affidavit – Exhibit I – **Must be Signed & Notarized**
7. Proposal Guarantee
8. Evidence of inclusion in Bidder's Register
9. Customer References (minimum of 3) – Exhibit J
10. Designation of Subcontractors – Exhibit K
11. Proof of Insurance
12. Financial Statements

THE VENDOR **LETTER OF INTENT (EXHIBIT A)** MUST BE SUBMITTED TO THE PRDE E-RATE DIRECTOR **NO LATER THAN FEBRUARY 23, 2012** IN ORDER FOR THE VENDOR'S PROPOSAL TO BE CONSIDERED.

EXHIBIT E: VENDOR QUESTIONNAIRE

Please answer all questions that apply, if an item does not apply please mark N/A.

Company Name: _____.
Telephone Number: _____; Fax Number: _____;
E-mail Address: _____ . Web Site Address: _____.
Company Address:

City: _____; State: _____; Zip Code: _____.
E-RATE SPIN: _____ FCC REGISTRATION NO: _____
Primary Contact (Name, Title, Phone and Email):

Business Information

Years in Business: _____.

Check the following as it applies to your Business:

Public Corporation Privately Held Corporation Limited Partnership Sole Proprietorship Limited Liability Company

Manufacturer Distributor Service Contractor

Are you a subsidiary of another Company: Yes No; If Yes, which one?

Please list all companies with whom you have partial or complete ownership:

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

Small Business Concern Minority owned business Woman owned business

Does your firm have EDI capabilities: Yes No

Other Operational Information

Number hourly employees: Direct _____; indirect _____

Number salary employees: Direct _____; indirect _____

What are your normal work days: _____; Normal work hours: _____;

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

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

VENDOR QUESTIONNAIRE (P.2)

Other Information

Are you currently doing business with the Puerto Rico Department of Education Yes No.?

If yes answer the following questions:

List the schools and divisions/departments and programs you are doing business with:

List the \$ amount of the business you have done with the Department in the last three (3) years:

\$ _____.

Do you have current contracts with the Department Yes No.?

If yes list the contract numbers:

EXHIBIT H: BASIC MAINTENANCE PRICE PROPOSAL

1. If a vendor is interested in servicing more than one (1) maintenance, the vendor must indicate in its Pricing Proposal the total number of maintenance regions the vendor proposes to support.

Total Number of Maintenance Regions Vendor Proposes to Support: _____

2. Any vendor proposing to support more than one (1) maintenance region should indicate additional discounts of the single maintenance region pricing, if any, the vendor will give the Department off all maintenance pricing if awarded more than one (1) maintenance region.
3. Prices should include cost of materials and replacement equipment and parts.

PRICE PROPOSAL YEAR ONE OF CONTRACT

NOTE – PREVENTATIVE MAINTENANCE TO BE PERFORMED ONCE A QUARTER PER SITE.

FOR ONE MAINTENANCE REGION

PREVENTATIVE MAINTENANCE EQUIPMENT	HOURLY RATE	HOURS		CHARGES	
		MONTHLY	ANNUAL	MONTHLY	ANNUAL
TOTAL:					

BREAK-FIX SERVICES EQUIPMENT	HOURLY RATE	HOURS		CHARGES	
		MONTHLY	ANNUAL	MONTHLY	ANNUAL
TOTAL:					

NOTE: If a vendor is offering a service discount for Year Two of the Contract, the vendor should include a separate price proposal indicating the Hourly Rate, Hours (Monthly/Annual), and Charges (Monthly/Annual) for Year Two.

TOTAL MAINTENANCE PROPOSAL	YEAR ONE		YEAR TWO	
	HOURS		ANNUAL CHARGES	
BASIC MAINTENANCE	MONTHLY	ANNUAL	MONTHLY	ANNUAL
PREVENTATIVE				
BREAK-FIX				
TOTAL:				

EXHIBIT I: NO COLLUSION AFFIDAVIT

I, _____, being first duly sworn, deposes and says that he/she is _____ of the _____ (the "Vendor") making one or more proposals in response to the **Puerto Rico Department of Education RFP No. SF (OC) 2011-008**; that each proposal 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 Vendor 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 PROPOSING VENDOR: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Affidavit No. _____

Sworn to and subscribed before me on this ____ day of _____, 2012, proved to me on the basis of satisfactory evident to be the person who appeared before me and signed this Affidavit.

_____, Puerto Rico, this ____ day of _____, 2012.

NOTARY PUBLIC

EXHIBIT J: VENDOR REFERENCES

Proposer is to provide below a minimum of three (3) customer references for similar scope and magnitude of work that proposer has performed within the past three years. Please include only those projects which are similar enough to demonstrate proposer's ability to perform the required services.

CLIENT REFERENCE #1

CLIENT NAME AND ADDRESS: _____

CLIENT CONTACT PERSON: _____
Name/Title: _____
Phone: _____ Email: _____

DESCRIPTION OF WORK PERFORMED/BEING PERFORMED

PERIOD OF PERFORMANCE: _____
CONTRACT AMOUNT: \$ _____

VALUE OR PERCENTAGE OF THE WORK PERFORMED DIRECTLY BY THE VENDOR AND NOT ITS SUBCONTRACTORS: _____

CLIENT REFERENCE #2

CLIENT NAME AND ADDRESS: _____

CLIENT CONTACT PERSON: _____
Name/Title: _____
Phone: _____ Email: _____

DESCRIPTION OF WORK PERFORMED/BEING PERFORMED

PERIOD OF PERFORMANCE: _____
CONTRACT AMOUNT: \$ _____

VALUE OR PERCENTAGE OF THE WORK PERFORMED DIRECTLY BY THE VENDOR AND NOT ITS SUBCONTRACTORS: _____

CLIENT REFERENCE #3

CLIENT NAME AND ADDRESS: _____

CLIENT CONTACT PERSON: _____

Name/Title: _____

Phone: _____ Email: _____

DESCRIPTION OF WORK PERFORMED/BEING PERFORMED

PERIOD OF PERFORMANCE: _____

CONTRACT AMOUNT: \$ _____

VALUE OR PERCENTAGE OF THE WORK PERFORMED DIRECTLY BY THE VENDOR AND NOT ITS SUBCONTRACTORS: _____

CLIENT REFERENCE #4

CLIENT NAME AND ADDRESS: _____

CLIENT CONTACT PERSON: _____

Name/Title: _____

Phone: _____ Email: _____

DESCRIPTION OF WORK PERFORMED/BEING PERFORMED

PERIOD OF PERFORMANCE: _____

CONTRACT AMOUNT: \$ _____

VALUE OR PERCENTAGE OF THE WORK PERFORMED DIRECTLY BY THE VENDOR AND NOT ITS SUBCONTRACTORS: _____

EXHIBIT K: DESIGNATION OF SUBCONTRACTOR(S)

NAME OF PROPOSER: _____

SUBCONTRACTOR # 1:

Service Category: _____
% of Services: _____
Company Name: _____
Address: _____
Phone: _____
Contact Person/Title: _____
Phone: _____
Email Address: _____

SUBCONTRACTOR # 2:

Service Category: _____
% of Services: _____
Company Name: _____
Address: _____
Phone: _____
Contact Person/Title: _____
Phone: _____
Email Address: _____

SUBCONTRACTOR # 3

Service Category: _____
% of Services: _____
Company Name: _____
Address: _____
Phone: _____
Contact Person/Title: _____
Phone: _____
Email Address: _____