

COMMONWEALTH OF PUERTO RICO
DEPARTMENT OF CORRECTIONS AND REHABILITATION



REQUEST FOR PROPOSAL

11-0020

Acquisition Electronic Monitoring & Supervision Active GPS Equipment for
Pretrial Services Office (OSAJ)

Pre-Proposal Meeting

Friday, July 13, 2012 at 10:00 a.m.

Lcdo. Jesús González Cruz
Secretary

OFFENDER ANKLE TRACKER - OSAJ

1.1 OVERVIEW

Domestic violence is one of Puerto Rico's social problems that is increasing. To address this problem, the Government of Puerto Rico has issued several policies to deal, manage, and reduce domestic violence. The priority remains the same: to protect the victim and her family. In order to accomplish that, the government needs to work with the offender. The Pretrial Services Office (OSAJ) works with the offender, and guarantees his right to be free on bail while waiting for a preliminary hearing or trial. OSAJ will also guarantee the safety of the victim by using Electronic Monitoring (EM).

In October 14, 2008 the governor issued an Executive Order (OE-2008-048) to promote the use of EM to supervise offenders in OSAJ. Therefore, OSAJ joins forces with the Woman's Advocate Office to provide security to the victims and at the same time supervise the offender using Electronic Monitoring. Because of this interagency agreement, OSAJ received a special fund to finance the EM from the Office of the Management and Budget (OGP). Both agencies are working together to help the domestic violence victims while ensuring their safety and wellbeing.

1.2 ELECTRONIC MONITORING REQUIRED CAPABILITIES

OSAJ currently manages over 400 cases of domestic violence involving EM. The projected population to be served by the pertinent agency is expected to continue increasing at their current rates. A great increase is also projected for the population qualifying for non-prison punishment. At the present time, EM services at OSAJ are provided by a private company at a daily rate for active radio frequency. The Main Office in San Juan receives updated information regarding the participants from the company's mainframe/home-base which provides nationwide services. Social Workers (or case managers) execute follow-up services at different regions. Violations are reported immediately to the OSAJ as per the agreement and arrangements made by each agency (i.e., through telephone, text message, facsimile, e-mail, etc.).

The OSAJ conducted a pilot project for 30 participants that lasted for six months. Law 281 - 2011 enacted a permanent program. Therefore, it grant's participants the privilege of electronic supervision in the community through the use of an electronic bracelet.

This equipment should be one that contains active "Global Position System (GPS)" technology. It must have the capabilities to show the exact time and place where the participant is in real time, with the updated maps. Furthermore, it can assign areas of exclusion where the participant cannot visit or attend and even offers the victim a device to warn the proximity of her aggressor.

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In addition, this system must have a message service and voice alerts so participants can receive positive messages or be notified of noncompliance ruling and workshops or appointments to receive treatment.

The provider must have also an on-site agent for training, maintenance, and any other needs the agencies may have. The provider is also responsible for maintaining on-site unit's supplies and kits to sustain the agency's active monitoring program without any interruptions. The provider is also responsible for maintaining sufficient quantity of units in reserve to meet the agency's requirements for five (5) operational days.

In an effort to improve the quality, cost and performance of the system; the OSAJ has evaluated the requirements of EM. The following sections detail these requirements, which must be included in the final Proposal.

The average time for a participant to be in The Electronic Supervision Program is in the range from 1 to 5 years. The monthly registration activity of new participants is between 90 to 100 cases. The installation of equipment (100%) will take place at the participant's residence, where perimeter testing is performed. The OSAJ has the personnel to perform such tasks. On certain occasions, this personnel will change the "Transmitters" of the participant at the office. Because, the common causes of incorrect reports are dirty or loose transmitters.

Sub-Contracting is permitted as long as it is only for manufacturing purpose, but not for the services being contracted for. We required the latest technology approved by the FCC but not limited to other Certifications.

Criminal charges will be filed against the participants who intentionally damage or lose the units and they will have to pay the cost of them. In addition, if it is continuous, the participant will be removed from the program. The restitution of money will be directly from the OSAJ to the company.

It is compulsory for the bidders to submit two samples of the active GPS equipment for testing [According to Regulation Núm. 6470 Article 19.11, Subsection (c) of the Department of Corrections and Rehabilitation]. Consequently, field test will take place for 15 days. The bidder will be informed of the opening, how, when and where the presentations, training and tests will take place. Competitive bidders shall visit the Command Center at the Main Office, at the bidder's expense. It is required that the company must have a representative in Puerto Rico.

The bidder must include in his offer three (3) references related to this type of project with the names, addresses and telephone numbers. In addition, he must provide two (2) contact persons from the Main Company.

We will not accept used or refurbished equipment; only new ones will be accepted.

The proposal will comply according with Regulation Núm. 6470, Section 23.12 - Alternate Procedure of Alternate Bid and Section 23.13 - Proposal Evaluation Process of the Department of Corrections and Rehabilitation.

1.3 EM SPECIFIC REQUIREMENTS

The selected solution should meet, directly or indirectly, the requirements set forth herein. If any of these requirements are not applicable to the proponent's system, the proponent shall so state it, and explain how its system provides for these requirements. So as to ensure the successful utilization of EM, the selected solution shall comply with the following specifications:

- All equipment shall be safe, discrete and manageable.
- Compliance with all regulations including, but not limited to, Federal Communications Commission (FCC).
- Must have a Monitoring Control Center in Puerto Rico.
- Strong backup systems for emergencies or unanticipated breakdowns; immediate redundant backup system shall be specified.
- Adequate 24 hour monitoring services with island wide instant communication's capability.
- Real-time tracking technology; consisting have recording events while violating monitoring conditions (for example, trespassing the restricted area) with date and description of event.
- Pro-active intervention mechanisms to prevent violations and/or breach of law.
- Host computer system capable of handling unlimited number of participants.
- Comprehensive training on all aspects and on any location of the island.
- 24 hours customer support via toll free (800) phone number from all locations and for any type of consultation for the Agency and Participants.
- Must have a representative in Puerto Rico.
- The OSAJ must have the capacity to enroll participants, to end tracking monitoring participants and have unlimited access-scheduling hours flexibility.
- The equipment must provide information and alerts directly to the victim.

1.3.1. GPS Active

- The unit must be rugged and not pose a safety hazard to offenders or others.

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- The unit must detect alcohol and controlled substances.
- It must combine a miniaturize mobile and GPS technology in attended device.
- Recover & Transmitter in one single unit that generate immediate notification contending data is real time. The vendor must provide and FCC-certified transmitter.
- Location reports 24 hours a day and seven day a week and with a GPS location points at a minimum of once every 15 seconds, regardless of violation status.
- E-mail, telephone and fax warning.
- Data base system with geography information.
- Easy installation and light weight.
- Automatic monitoring a tracking of offender in real time.
- GPRS/GSM Enable (Multiple Communities protocol.)
- Tamper Resistant/Detention. When in temper status, must require a manual reset.
- Rechargeable Batteries by the offender.
- Must be waterproof and shock resistant.
- Internal Batteries.
- Fiber Optics tampers detection.
- The maps must be digitals and should clearly show the direction routes.
- A secondary motion detection system Allows Offender tracking on demand by Department Personnel.
- Must-Have a sound or voice alerts. That sound and voice alert will indicate that the offender is within the limits that are approaching the limited zone that is within the limited zones, that is leaving the limited zone. Also, alert any attempts of manipulation and when the communication is interrupted.
- Advanced mapping and path surveillance capabilities.
- Limited or restricted zone alerts.
- Extended memory capability (storage of large amounts of data).
- The Active GPS must emit all messages to the central computer.
- The unit must record offender violations and changes in monitoring status. All recorded event must be time and date stamped.
- Home radio frequency device that switch the GPS to RFD when at home and it must have movement detection in case of manipulation.
- Easily install but not easily removable. It must be able to detect any tampering with the bracelet including the removal of the strap, severing the strap or sliding it off.
- Proponents shall provide sufficient straps, so the GPS may be attached to users with new straps. If non-replaceable straps are

proposed, they must be easy cleaned or sanitized. Proponent will provide the maintenance.

1.3.2 Monitoring Specifications

The proponents shall have a central monitoring center that will receive, store and disseminate information generated by the monitoring equipment. This center shall meet the following requirements:

- It will be staffed and operated 24 hours per day, seven days a week.
- Operators will be Spanish Speaking, and will be trained in the use of the monitoring center and field equipment so that they can answer questions and solve problems accurately and quickly.
- The center should have sufficient telephone lines to allow for the agency's staff calls and receiver/dialer access without delay or busy signals. There should also be a redundant or backup system. Proponent will describe such redundant or backup system.
- All access to the center, as well as the stored records, shall be restricted to the center's personnel.
- Center personnel shall verify each curfew violation with a call to the user's home, and will prepare a report detailing the incident.
- The center's operation should provide, as an option, the ability to record telephone conversations between the monitoring center, the users and the agency's staff. These recordings shall be made available to the agency upon request.
- Authorize personnel must have a Security Code to access information and re-program schedules for Participants. This Code must be access through non-verbal communication such as telephone tone dial in, secure web access, or any form of authorize written notification.
- The center shall notify agency personnel immediately any violations committed by users. Notification may be executed by telephone, fax or pager, and e-mail as determined by the Agency.
- The computer system installed at the monitoring center shall store all leaves, enters, tampers, and be capable of producing detailed reports (daily summary reports), which may be distributed to the agency's representatives. These reports should be flexible in format so the tailoring to the agency's needs is permitted at no cost to the Agency.
- The computer system shall make regular callbacks for location verification to each receiver/dialer to ensure system integrity. This should be done on a periodic basis. Proponent shall describe procedures to be followed.
- The computer system proposed shall have the ability to interface with the Agency's computer system.
- Proponents shall describe the computer system (hardware and software) they intend to use.

- The computer system shall have the necessary redundant or back up systems to allow it to recover from a computer failure immediately without any loss of data.
- The operator shall provide the agency with data in electronic format as the agency may require. The computer system should have the capability of sending the agency this data automatically in electronic form. All problems with the electronic transmission of the monitoring center's data shall be corrected by operator at no cost to the agency.
- The computer system shall also maintain an exact inventory of monitoring equipment, its status, location, and any other relevant information.
- The computer system shall also be able to produce cumulative reports on a user's compliance with the monitoring process, including the identification of the offender, entry and exit dates from the monitoring process, type and number of violations and duration of curfew violations by category.
- The computer system shall provide for periodic backup of all data to a secondary medium, with a preference to continuous back up system. Data should be backed up at least once every twelve hours. The backup medium should not be reused or overwritten unless and until a successful and complete update of the data has been made to a historical or archive file.
- All electric reports shall also be available in paper or hardcopy, and will include user's report identifying each user by geographical area, EM unit number, user number, date of entry into the system, and expected exit date. There shall also be an inventory report indicating the location of each piece of equipment, identified by serial number and model, and specifying the region it is assigned to and whether it is in use or not. Finally, the system shall provide a violation list, as described elsewhere in this request.

1.3.3 Service, Maintenance, Miscellaneous Services and Quality Control

- Proponent shall provide trained, Spanish speaking technicians for on-site repairs and troubleshooting. All service and maintenance that cannot be resolved by phone shall be dealt with by an on-site representative no later than 12 hours after the service call for non-critical items, and 4 hours for any critical items. Critical items or incidents are those that jeopardize the system's integrity or threaten to halt the system's operation for a period in excess of two hours.
- All service and maintenance to be provided to the equipment will be borne by the proponent.
- The proponent shall implement a quality control program to provide assurances of full compliance with the agency's needs and requirements for the Electronic Monitoring service. This shall include productivity reports that show response time, efficiency and other benchmarks relevant to assessing the effectiveness of the service.
- Proponent shall be available to provide expert testimony in any court of law, upon the Agency's request. This testimony may delve on issues such as

functioning, capabilities and reliability of the electronic monitoring system, as well as all reports prepared by such system.

This section describes the systems requirements for the overall proposed solution. These requirements address operational system and architecture concerns that consist of the following specifications.

1.3.4 Language Requirements

The proposed EM service must be in Spanish, including but not limited to, Spanish language implementation of the following:

- Reports (canned and custom)
- User screens
- User menus
- Dialog boxes
- On-line help and documentation
- User documentation
- Standard Operating Procedures (SOPs) where applicable

It is desirable, but not required, that components of the proposed solution be available in Spanish. These components could include, but not limited to:

- Network operating system
- Network management tools
- Participant/Server software
- PC and server operating systems
- Network hardware status readouts
- Documentation related to above

1.3.5 System Capabilities

- It must log all events recorded by the receiver/dialer and store them for operator review.
- It must generate alerts when, the unit reports an unscheduled activity, the units is faulty or is tampered with, and when it fails to report as required by the host computer.
- It must track all activities/events and only alert conditions are brought to the operator's attention.
- It shall perform daily system backups without any disruptions.
- It shall include a full security feature to prevent interference from unauthorized individuals.

1.3.6 Screen and Print-Out-Reports

Reports that can be generated by the system must include the following:

- Event related reports comprised of Daily Summary, All Messages, Last N Messages, and Reprint Alerts.

- Caseload list reports of participants for each officer and in the following forms by Alternate ID, by EM End Date, by Name, by Telephone Number, and by Unit Number.
- Subject Status Reports of participant's activities a specified time-frame, and their current at home and missed call-back status to include: Day Summary, Missed Callback, and Roll Call.
- Subject listings for agencies, branch, and officers in the following forms; by Alternate ID, by EM and Date, by Name, by Telephone Number, and by Unit Number.
- Subject Information Reports for a particular agency's entities and/or office's caseload; which must include - Drive by transmitter Code List, Subject Detail Listing, Subject Field Listing, and Subject Schedule Listing.
- Inventory Reports as follows- Inventory List by Unit Number, Inventory List by Unit Type, and Inventory summary by Unit Type.
- Officer Listings and Officers On-Call Reports to provide agency with personnel rosters and staffing.

OPEN SYSTEM APPROACH

1.3.7 Hardware Software Independence

To ensure long-term supportability and competitive options for future expansion, it is important that the overall proposed solution minimize product/Proponent specific dependencies as much as possible. With the exception of highly specialized equipment (such as bar-code readers, portable units, etc.) and Microsoft Windows as a user interface, the associated hardware and software should not be exclusively reliant upon any proprietary architecture. We believe that application of common and commercially available hardware/software should be adequate in meeting these requirements.

1.3.8 Use of Industry Standard Database Formats

The EM service common industry standard formats. Systems that use proprietary, obscure or uncommon data formats are not eligible for consideration. This requirement is to ensure long-term supportability of the system and simplification of the implementation of future integration with other agency systems. Additionally, it will ease the task of data management and facilitate data conversion if necessary. Applied database are SQL 2000, Oracle 10 or dbi.

1.3.9 Use of Modern Development Tools and Methodologies

It is of real concern to OSAJ that the proposed EM service be highly reliable and based upon proven technologies. In addition, the ability of the EM Proponent to maintain and improve their system is very important. With these in mind, it is desirable that the EM Proponent utilizes modern, industry standard development tools and methodologies for the development and maintenance of their product. This could include compatibility and/or application of any of the following:

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- Case tools
- RAD system
- Windows Server Family
- Fully relational database technology
- Object oriented languages
- Commercially available systems as “front-ends” such Visual Basic, NET, etc.
Access, PHP-1 Linux Based application are not permitted

1.3.10 Scalable Architecture

The proposed EM service will need to meet current needs and also allow for growth and expansion for the future. Therefore, it is important that the EM service be scalable to allow for various implementation options-from stand-alone operations to wide area Participant/Server. It is also important that upgrade and conversion paths between the different scales be clearly defined.

1.3.11 Verification of Overall Proposed Architecture

In an effort to assure that the overall proposed solutions can be fully implemented, the Proponent is requested to supply adequate evidence to verify that the proposed architecture and its component are compatible and will work as expected. Descriptions of very similar, past implementations or a demonstration of the EM service in an adequately similar tested will be sufficient.

1.3.12 Special Networking Considerations

Any network and participant/user infrastructure that is installed shall consider that the EM implementation may connect with other agency-wide information processing's (e.g. statistics, finance, and population management). Proponents should pay attention to the flexibility and expandability of any proposed system architecture. As a minimum, the following considerations should be incorporated:

- Proposed architecture should be appropriate to meet current EM requirements with moderate near-term growth.
- Network hardware should be able to handle multiple protocols such as IPX and TC/P.
- Network hardware should be SNMP compatible
- Network should be segmented to optimize traffic throughout.

1.3.13 Training Requirements

Proficient beginner and on-going training of personnel is essential to ensure that the system is used to its fullest capacity. The Proponent should have the capability to provide comprehensive training and training materials. Some EM providers consider that “training” is inherent as part of the installation and customization of the system. While this training is effective, it is far from comprehensive. Other providers report that they are able to provide training at the participant's request, but have no formalized training mechanism or

materials. This approach is inefficient and ultimately, inadequate. The following characteristics are considered to be strategic advantages in a Proponent's ability to provide excellent training:

- Proponent has an organizational department dedicated to participant training
- Proponent has developed a formalized training curriculum, schedule, an/or catalogue
- A variety of training materials are available (workbook, video, computer based training, etc)
- Training courses are available which are focused for different participant needs (management vs. executive)

It is also very important that Proponents be able to provide training in Spanish. While use of translators will not be grounds for exclusion, Proponents with in-house Spanish training capabilities will be preferred.

Proponent shall propose a detailed initial and ongoing training program with number of personnel to be allocated.

Support Requirements

1.3.14 Implementation Support

Another important factor in evaluating proposed solutions will be the Proponents ability to provide services in support of the implementation and usage of the EM service. The Proponent should describe all tools and methodologies available that would be provide significant benefit to the overall success of the project. For example: implementation assistance teams, data entry forms for inventory and asset audits, or pre-existing equipment databases.

The following table outlines the minimum support services that OSAJ deems necessary for this project. It is intended-as a guideline and Proponents should feel free to add or modify this list based upon experience in implementing EM. In the event that significant changes are proposed, it is requested that the Proponent provide justification.

DESCRIPTION
PHASE 1 – At Agencies
Implementation Planning-assistance and guidance in best practice for preparation for implementation.
Hardware Installation and Configuration to include workstations, file servers, printers, hubs, cables, etc.
EM Software Installation
EM Software Configuration Assistance

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Continuing EM Technical Phone Support
PHASE II -- At Regions
Hardware Installation and Configuration to include workstations, file servers, printers, hubs, cables.
EM Software Installation
EM Software Configuration Assistance
Continuing EM Technical Phone and on-site support (free of charge)

1.3.15 Warranties

All computer hardware and communications equipment must be warranted for not less than three (3) years. In the event, that the manufacturer does not provide this length of coverage. Proponents should include extended warranties as part of their cost proposal. The Proponent must be capable of providing immediate on-site service as required at no additional charge. Proposals must be detail local support capabilities and detail guaranteed response times.

1.3.16 EM Documentation

The implemented turnkey Computerized Maintenance Management System must include comprehensive documentation to support the successful operation and utilization of the system. All documentation must be provided in both English and Spanish. The documentation must include at a minimum:

- EM user documentation and on-line support
- EM user tutorials
- EM administration support documentation
- Hardware user documentation
- Hardware administration documentation

1.4 GENERAL PROPOSAL REQUIREMENTS

1.4.1 Alternate EM Proposals

Proponents are encouraged to submit alternate proposals that they feel will better serve the needs of the Government. Such Alternates must provide compelling reasons for the Government to deviate from any of the monitoring and/or system’s requirements.

1.4.2 Due Date

All proposals are due by Friday, August 17, 2012 at 10:00 a.m. Proposals will not be accepted after this time for any reason. Proposals received after this deadline will be disqualified.

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1.4.3 Submission Requirements

One (1) original and three (3) copies of both (Technical and Price) Proposals should be titled Home Detention Monitoring Services Equipment, Implementation, and Operation. The original and copies, written in either English or Spanish, should be submitted to:

Department of Correction and Rehabilitation
Bid Board Office
Calle Calaf #34, Ave. César González
Urb. Industrial Tres Monjitas
Hato Rey, Puerto Rico 00436

1.4.4 Issue Office

This Request for Proposal is issued by OSAJ. The issuing office will be OSAJ Bid Board, and will be the sole point of contact during the bid process. Any technical questions or request for information prior to and after the Pre-Bid Conference should be addressed to the submission address in Section 2.

1.4.5 Notice to Proponents

It is requested that all RFP recipients provide written confirmation of their intentions, whether or not they are submitting a formal proposal for evaluation. Send confirmation via facsimile to (787) 765-9772. Attention: Bid Board Director.

The Government reserves the right to accept or reject any or all proposals submitted and to award the contract under the conditions considered most favorable to the Government. OSAJ also retains the right to withdraw, cancel, and/or postpone this RFP at any time for its own convenience without liability prior to the execution of the contract.

1.4.6 Time Table of Events

Friday, July 13, 2012	Mandatory Pre-Bid Conference at 10:00a.m. in the Bid Board Offices.
Wednesday August 8, 2012 at 4:00 p.m.	Dead line for questions
Monday, August 13, 2012 at 4:00 p.m.	Dead line for the Bid Board to send answers
Friday, August 17, 2012 at 10:00 a.m.	Dead line to place proposals in possession of OSAJ at 10:00 a.m.in the Bid Board Offices

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1.5 SPECIFIC PROPOSAL REQUIREMENTS

1.5.1 Proposal Format

Proposals shall be submitted on 8 ½ x 11” paper, three-ring or spiral bound, and must conform to the requirements specified herein. Proposals shall be comprised of the two following documents:

- EM Technical Proposal- Part I
- EM Cost Proposal- Part II
- EM Alternate Technical Proposal- Part I
- EM Alternate Cost Proposal- Part II

1.5.2 Cover Letter

Submit a cover letter on the Proponent’s letterhead signed by the highest ranking officer in the organization, certifying the accuracy of all information in the proposal which shall remain valid for a period of not less than one hundred eighty (180) calendar days from the Proposal Submission date.

1.5.3 Executive Summary

Submit an executive summary detailing the organization’s proposal EM solution, equipment’s, implementation, and operation methodology. Detail the primary features and strengths of the EM and establish how the Government would benefit from the capabilities of the solution. The executive summary should not exceed five (5) pages.

1.5.4 EM Description

The Proponent should provide technical and operational descriptions of the proposed solution, equipment’s, implementation, operation, and maintenance. All requirements defined herein should be referenced and associated capabilities detailed. Specific capabilities deemed by the Proponent to be applicable to the Government should be discussed and expected results defined. Examples of screens and reports should be referenced and provided where applicable.

1.5.5 Implementation Approach

In this section, the Proponent should provide comprehensive details as to how the proposed solution would be implemented. This should include an implementation schedule with detail of staff allocations for each task, a detailed systems and comprehensive training program and curriculum, maintenance, and descriptions of all support services to be provided.

1.5.6 Proponent References

The user should provide information pertaining to experience with similar correctional systems and references with current user organizations, minimum of three references.

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1.5.7 Audited Financial Statements

The Proponent must include the audited financial statements for the preceding 2 years.

1.5.8 Governmental Requirements on "Good Standing"

As part of the Documents required with the submission of the proposal we require the "Certificación de Elegibilidad del Registro Único de Licitadores de la Administración de Servicios Generales (ASG)".

1.5.9 Bid Bond

If you bring the Bid Bond in certificate check shall be payable to the Secretary of the treasury in the amount of 5% of the Bid Offer. If you bring a Bid Bond document, the document include the number of the RFP, the name of the project, stamp of the bidder and sing and shall be in the name of *OSAJ*.

1.5.10 Performance Bond

- A. This guarantee will be the endorsement to the terms of the contract that arises from this Invitation to Bid.
- B. This guarantee will be lent only by the successful bidder and will be for an equivalent sum of 75% of the total of the offering. (For three (3) year contract)
- C. The award of this bid and resulting contact will be conditioned upon the deposit or loan of the final bail (Performance Bond) on a term of ten (10) days from the receiving date of the Award Notice receipt.

1.5.11 Evaluation Criteria

In order to be accepted all proposals will contain all required information and statements in the form requested in this Alternate Bid. Proponent will address every question and request for information of this Alternate Bid.

While cost will be an important factor in the award of a contact, the successful Proponent will be the one that demonstrates the best cost/benefit value to OSAJ. The following elements will be considered when evaluating proposals:

- A. In order to be eligible for an award of the contract, and notwithstanding its relative qualification for purposes of the evaluation criteria and in other respects, the Proponent must demonstrate to the satisfaction of OSAJ, that it has the integrity, skills, and experience to faithfully perform the contact, and the necessary personnel, facilities, and financial resources to do the work in accordance with the signed contract, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- B. Factor that OSAJ will consider are:

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1. Proponent's ability to provide the necessary training, support, operation, and maintenance.
2. Spanish language support capabilities.

C. OSAJ reserves the right to:

1. Reject any and all proposal submitted and to request additional information from any and all Proponents. Proponents whose proposals are not accepted will be notified in writing;
2. Accepted any proposal submitted without negotiations;
3. Require revisions to, correction of, or other changes to any proposal submitted as a condition to its being given any further consideration.

D. For those Proponents whose acceptable proposals fall within the competitive range, OSAJ reserves the right to notify those Proponents who will be short-listed. Selected Proponents will be requested to attend a technical interview, and will be requested to provide 15 days in side demonstration of their services and equipment at no cost to OSAJ.

E. Evaluation Rates :	100%
Technology-	35%
Monitoring Center-	30%
Reference-	5%
Price-	15%
Financial Stability-	15%

1.15.12 Proposal Evaluation Process

1. The bidders will only be able to amend their proposals, or ask for clarification or interpretation of the request for proposal, according to the following:
 - a. Before the deadline for the proposal, the bidders will be able to ask OSAJ, in writing, for clarification or interpretation of any aspect, or exception of any requisite of the request for proposal. OSAJ will not answer to verbal requests, except those that are made in a proposal conference. The verbal responses that are given in the proposal conferences will not be considered official. OSAJ shall prepare a summary of each conference, which will contain the responses of OSAJ, if any. Any verbal response in a proposal conference that is not confirmed in the summary of such conference, or in any subsequent "addendum" to the proposal conference, shall not be considered as part of such request for proposal. Any response to a written request, OSAJ shall provide them in the form of an "addendum" to the proposal application and will be sent to all bidders. Only written responses provided, as "addendum" will be official; any other type of communication with any official, employee or agent of OSAJ will not

- be considered as part of the request for proposal.
- b. OSAJ will only accept a modification to an already received proposal if the modification is received before the proposal deadline. All modifications must be done in writing and must be executed and submitted in the same form and manner as the original Proposal.
2. The proposals are to be delivered to the OSAJ on or before the proposal deadline in accordance with the instructions on the request for proposal. Upon receipt of the proposals, OSAJ will comply with the following procedure:
- a. After the proposal deadline, the Board will enter each proposal in the Board minutes and will open all of them.
 - b. The proposals will not be read publicly. Only the identity of the bidders will be announced when the proposals are opened. All proposals, evaluations, discussions, and negotiations shall be kept confidentially throughout the entire evaluation and negotiation period and up through the signing of the contract. Only the members of the Board and of the Evaluation Committee, and any other person designated by the Executive Director, shall have access to the proposals and the results of the evaluations during this period.
 - c. Information as to proprietary rights and any other information identified as confidential by any of the bidders, or that in any way should be protected from its publication in accordance with the law, will not be made public by OSAJ at any time.
 - d. The proposals will be evaluated according to the evaluation criteria. The Board, with the assistance of the Evaluation Committee, will select a proposal or several proposals, which is or are determined to be the one, or the ones, that best serve(s) the interests of OSAJ. In the case where only one proposal is received or selected, the Board, with the assistance of the Evaluation Committee, will follow the process described in this section. In all the other cases, the Board and the Evaluation Committee will evaluate the proposals based on the evaluation criteria in order to determine which proposals are within the competitive limits. After such determination, at the discretion of the Executive Director, the Board or the Evaluation Committee, they may proceed to complete their evaluations and make their recommendations based on the proposals as they were submitted, as set forth in this article, or rather the Board, or the Evaluation Committee shall carry out discussions and negotiations with the bidders whose proposals fell within the competitive limits, as set forth in item "3", which follows, before completing their evaluations.

e. The bidders whose proposals did not fall within the competitive limits, according to the decision of the Board, will receive a written notice.

3. If the Executive Director has decided to hold discussions and negotiations, the same will be done according to the dispositions of this Item "3".

a. No statement made, or action taken by the Board, the Evaluation Committee or employee or officer of OSAJ, during such discussions or negotiations, will be considered as binding OSAJ on anything.

b. Each bidder within the competitive limits will be invited to attend one or several private meetings with the Board or the Evaluation Committee, in order to discuss any aspect of his proposal and answer any specific questions provided in such invitation. The content and the extent of the discussions between the Board, and the Evaluation Committee will be based on particular facts and circumstances of each proposal. The purpose of each meeting will be to clarify and ensure the understanding of the contract requisites; to improve the technical aspects of the proposal in an attempt to comply with the specifications and performance requirements or reduce the price; discuss the facts that support the price and the pertinent details of each proposal which may improve it.

c. Those bidders, which are within the competitive limits, will be granted a fair and equal treatment in relation to any opportunity to discuss and review the proposals. However, since the revisions or discussions are based on facts and circumstances particular to each proposal, as specified in Item "3", Box "b" previously, the information brought to such meetings could vary in relation to each proponent.

d. The Board, with the help of the Evaluation Committee, could:

- (1) Establish the methods and itineraries to carry out the discussions and control the same;
- (2) Advise the bidder about deficiencies in his proposal so that he can have the opportunity to better satisfy the needs of OSAJ;
- (3) Attempt to resolve any doubt related with the proposal, and otherwise clarify the terms and conditions of the same;
- (4) Resolve any error understood that may exist, bringing them to the attention of the bidder as specifically as possible, without publishing information related with other proposals, or with the evaluation process;
- (5) Provide the bidder a reasonable opportunity to submit any modification about price or cost, technical or of any other sort to his proposal which may come forth from the discussions, and;
- (6) Keep a log of the date, time, place, and purpose of the discussions and of the persons that attend the same.

e. After each interview or meeting with any bidder, the Evaluation Committee will write a memorandum, which will include all the important elements of the interview or meeting. The report will form part of the process file.

f. The written or verbal discussions do not have to be carried out in those cases where it can be clearly shown the existence of an open and complete competition, or of past experiences with prices of the product or service that demonstrates that the most favorable acceptance of the initial proposal, without discussion, would result in the lowest total price for OSAJ at a fair and reasonable price; setting forth that the request for proposal will notify all bidders about the possibility that it can be granted without holding any discussion and that the adjudication is in fact done without any written or verbal discussion with any bidder.

4. After such discussions and negotiations, OSAJ could request from the bidders that are within the competitive limits, to submit amendments to the proposals, which respond to the discussions and negotiations that have taken place. If the initial proposals did not include the price proposals, OSAJ may request that price proposals be submitted at any time, be it with the amended proposals of the bidders or in a separate delivery. Subject to OSAJ's right to refuse any proposal, the one that is determined to be the most advantageous to OSAJ will be selected, considering the price and other evaluation criteria, additional discussions or negotiations after OSAJ has received the amended proposals and determines that such additional discussions or negotiations are in the best interest of OSAJ, and in such case, it can request that the proposals are submitted again.

5. OSAJ shall keep all discussions and negotiations confidential. None of the information related to the proposals or its evaluations will be discussed with anyone that is not the bidder that submitted them before the granting of the contract.

6. In the case that only one proposal is received and the Board finds the same acceptable, the Board or the Evaluation Committee will carry out an analysis of the price offered, or the cost, or both. It will be considered that every bidder or proponent gives his consent upon submitting his proposal so that OSAJ carries out the aforementioned analysis. The analysis of the cost offered will be based on a price comparison established in similar acquisitions. The comparison should be done with a project of similar nature, that involves similar specifications and in a similar period of time. If a similar price comparison cannot be obtained, the Board or the Evaluation Committee shall carry out an analysis of the

cost proposal. These analyses and their results will not bind OSAJ to accept such proposal; and it can refuse the same at its own discretion. In the case where such price or cost analysis is carried out, the President will have the right to extend the deadline for the proposals by an additional period of up to ninety (90) days.

7. When dealing with projects where there is federal participation, the corresponding federal agency must concur.

1.6 TERMS AND CONDITIONS OF THE CONTRACT REQUIREMENTS

1.6.1 Taxes and licenses

The Proponent shall pay all applicable taxes, patents and licenses necessary for the initial purchase of EM equipment.

1.6.2 Negligence and Non-Performance

The negligent discharge or abandonment of the duties assigned to the successful Proponent or the breach of the confidentiality clause included herein shall constitute a breach of the Contract by the Proponent/Contractor, which shall in turn entitle OSAJ to Terminate the Contract immediately. Such termination may be effected without notice and without limitations of any other rights and remedies available by law, and shall release and discharge the OSAJ from any other obligations, duties and liabilities.

Upon assessment of the impact of the discharge of abandonment of the duties assigned in the Contract, the OSAJ may seek corrective action and/or compensation, monetary, equitable or otherwise, for any and all losses.

OSAJ liability under this Contract is limited to the amounts specified as the total Contract cost. Neither OSAJ nor the Contractor will be held responsible for non-performance delays caused by acts of God, natural disasters, war or other conditions beyond their control.

1.6.3 Completion Dates

Specific Dates are dates set forth in the Alternate Bid Documents, in addition to the notice to proceed and Contract Time, by which Contractor agrees to complete parts, portions, systems, components of the Work or the Work itself.

1.6.4 Liquidated Damages

In case of failure on the part of the Contractor to complete the Work within the time fixed in the Contract, including any extension thereof, the Contractor shall pay to the affected agency an amount of five hundred (\$500) dollars per day as liquidated damages.

1.6.5 Lack of Agency

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The Proponent and OSAJ agree and acknowledge that neither is performing as employee, agent or representative of other.

1.6.6 Governance

The Contract shall be administered under the laws of the Commonwealth of Puerto Rico and all applicable local and regulation, as well as comply with all applicable federal laws and regulations.

1.6.7 Rights in Ownership

OSAJ shall have complete and unrestricted ownership rights and copyrights over all products developed as part of this Alternate Bid and ensuing Contract, and all products shall become the property of OSAJ without restrictions or limitations upon their use. No royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, is reserved by the Proponents.

All rights, titles, and interests on any ideas or innovations conceived or developed by the Proponents as result of this Alternate Bid or ensuing Contract shall be the exclusive property of OSAJ. Likewise, all work-product, work papers, report, analysis, and all other documents relating to the work being contracted there under shall be the exclusive property of OSAJ.

By their submissions, the Proponents acknowledge the proprietary and confidential nature of all internal, non-public, financial, business and systems information relating to OSAJ.

1.6.8 Harmless Agreement

The Proponent, for itself, its agents, employees, successors and assigns, agrees to protect, indemnify and save OSAJ, its officers, agents, employees, successors and assigns, harmless from every kind and character of damages, losses, expenses, demands, claims, actions or causes of action together with any and all losses, costs or expenses in connection therewith or related thereto, asserted by any person or persons arising from, or in any manner growing out of or in connection with, the work performed or to be performed by the Proponent, its officers, agents and employees, as well as its subcontractors, and their officers, agents and employees, on account of any personal injuries, including death, and damages to property of every kind and character arising from any cause whatsoever, whether such injuries, death or damages to property result from or are claimed to have resulted from, the acts or omissions of the Proponent, its officers, agents, employees or assigns, or of the subcontractors, their officers, employees or assigns, or whether resulting from, or alleged to have resulted from, concurrent acts or omissions from OSAJ, its officers, agents or employees, and/or the Proponent, its officers, agents or employees, and/or any subcontractors, their

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officers, agents or employees. The Proponent, at its own expense shall defend any suit or action brought against OSAJ based on any such alleged injury, death or damage, and shall pay all damage, costs and expenses, including attorney's fee. In connection therewith, or in any manner resulting there from. OSAJ shall have the right (but no obligation) to defend the same at the Proponent's expense with representation chosen exclusively by OSAJ.

1.6.9 Equal Opportunity Provision

During performance of the work of the Contract, the Contract will be required to follow an equal employment opportunity program complying with provisions Executive Order No. 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor. To be acceptable, the proposed equal employment opportunity program must contain the following stipulations, except as otherwise approved in advance.

1. There shall be no discrimination against any employees or applicant for employment because of race, creed, color, sex, age, religion, handicap, or national origin. Affirmative action will be taken to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, age, religion, handicap, or national origin. Such action shall include, but not limited to, the following:
 - a. Employment, upgrading, demotion, or transfer.
 - b. Recruitment or recruitment advertising.
 - c. Layoffs or terminations.
 - d. Rates of pay or other forms of compensation.
 - e. Selection for training, including apprenticeship. Notices shall be posted in conspicuous places, available to employees and applicant for employment, setting forth the provisions of this non-discriminations clause.
2. All solicitations or advertisement for employees shall state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, religion, handicap, or national origin.
3. Contractors shall send to each labor union or representative or workers with which they have a collective bargaining agreement or other contract of understanding, a notice to be provided advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and they shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Contractors shall comply with all provisions of Executive Order No. 11246 of September 24, 1965 and the rules, regulations, and relevant orders of Secretary of Labor.

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5. Contractor shall furnish all information and reports requires by Executive Order No. 11246 of September 24, 1965, and by the rules regulations and orders of the Secretary of Labor, or pursuant thereto as required by the Owner, for purposes of investigation to ascertain compliance with such rules, regulations, and orders. The contactors shall furnish, as requested, copies of their certified payrolls indicating ethnic group of each employee.

6. In the event of contractor's noncompliance with the non-discrimination clauses of their contracts, or with any of such rules, regulations, or orders, their contracts may be canceled, terminated, or suspended in whole or in part, and they may be declared ineligible for further contracts on governmentally assisted construction work. Other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractors shall include the provisions of paragraphs 1 through 7 in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

Other programs in satisfactory use may be substituted in lieu of the basic program delineated above, subject to the approval of OSAJ and all pertinent agencies having jurisdiction.

1.6.10 Confidentiality Agreement

By its submission, the Proponent agrees to keep confidential all the information in connection with the services being rendered hereunder, provided such information is not previously know to the Proponent, is not within the public domain, or is not furnished by a third party who is under no obligation to keep the information confidential.

The Proponent shall keep in strict confidentiality all documents, materials, data and information that OSAJ furnishes to the Proponent, and shall not divulge, make public, or disclose and such materials without the previous written consent of OSAJ.

The Proponent shall, however, divulge such materials and information to those officers and employees of the Proponent who need to know such information to fulfill the purposes of this engagement, provided that such persons shall have been advised of the confidential nature of such information, and directed by the Proponent to maintain the strictest level of confidentiality possible.

1.6.11 Conflict of Interest

The contractor warrants that no part the total Contract amount shall be paid directly or indirectly to any officer or employee of the Commonwealth as wages. Compensation or gifts in exchange for acting as officer, agent, employee,

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subcontractor or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract or this Alternate Bid

1.6.12 Contract

The entire final contract and any amendments thereto between *OSAJ* and the selected Proponent, supersedes any other verbal or written agreements. The order of precedence for contractual requirements is:

- the formal contract,
- the Request for proposal, and
- the selected Proponent's proposal.

1.6.13 Proponent Provider or Contractor

Refer to the selected entity, whose name and principal address appear on the proposal and cover letter. It is understood that *OSAJ* will have an absolute right of first refusal to the use of subcontractor, or subcontractor changes, during the contract period.

1.6.14 Assignment

The contractor shall not subcontract the services requested hereby, nor can contract, without the previous authorization of *OSAJ*. The professional fees earned by these persons will be deducted from the total amount that Contractor can receive under this Contract. The Confidentiality covenants included herein shall extend to the assignees.

1.6.15 Contract Period

This contract shall become effective immediately upon execution and will terminate exactly three (3) year after the date of execution.

1.6.16 Termination

This contract will be terminated at any time by mutual written consent of both parties. *OSAJ* may terminate this contract upon written notice to the Contractor in the form of a statement of the reasons for termination. At *OSAJ* discretion, the contractor will be allowed no more than thirty (30) days from the date of the mailing to remedy the conditions outlined in the notice to the satisfaction of *OSAJ* representative.

In the event of termination, *OSAJ* liability for payments to the Provider will be limited to services/materials paid for under this contract will become the property of *OSAJ*.

1.6.17 Amendments

The contract may be amended at any time by mutual written consent of both parties. Any amendment or change must be signed by representative of both *OSAJ* entities and the Provider. The Contractor will specify in writing the names of

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the person(s) authorized to sign contract amendments and change orders. However, amendments or change orders will not be granted if they are due to the negligent oversight or error in estimating costs.

1.6.18 Amount and Manner of Payment

This contract will be for the Maximum Per Diem amount(s) included herein and will cover all services described in the Alternate Bid and further agreements thereto. Progress payments will be made upon substantiation of completed implementations during the course of the effort. All invoices must be approved by the Contract Manager EM prior to submittal.

1.6.19 Supervision of Contract

OSAJ will designate an individual to serve as Contract Manager EM Supervisor.

1.6.20 Insurance

The successful Proponent will maintain at least US \$1,000,000 (one million dollars) business liability and professional malpractice, and personal property insurance; at least US \$1,000,000 (one million dollars) personnel injury insurance, and adequate motor vehicle, and other insurance during the course of this contract. The Contractor will maintain the required local State Insurance Fund coverage for all employees working on this project.

1.6.21 Independence

The Government and the Proponent acknowledge that none is acting as an employee or agent of the other.

1.6.22 Negligence and Penalties for Non-Performance

The negligent discharge or abandonment of the duties assigned to the Contractor or the breach of this Agreement by the Contractor that shall entitle the Government to terminate this Contract forthwith without having to comply with the requirements of notice set forth above, and without limitations of any other rights and remedies under law and shall release and discharge the Government from any other obligations and liabilities.

Upon assessment of the impact of the breach of confidentiality, or the discharge or the abandonment of the duties assigned to the Contractor, the Government may enforce corrective action in order to be compensated for the economic, moral or image losses incurred.

It is further understood and agreed that money damages may not be a sufficient remedy for any such breach of this Contract by the Contractor, and that Government may be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach of the Contract, but shall be in addition to a other remedies which may be available at law or equity.

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OSAJ liability under this contract will be limited to the amounts specified in the price sections of the RFP and the accepted proposal. Neither OSAJ nor the Contractor will be held responsible for non-performance or delays caused by the acts of God, natural disasters, vandalism, war, or other conditions beyond their control.

1.6.23 Payroll and Tax Responsibilities

The Contractor is responsible for retention, proper filing, and payment of all social security, income tax, worker's compensation, unemployment insurance, disability insurance and all other labor and tax legal requirements in its role as Contractor to the Government and employer of this staff. OSAJ will notify the Income Tax Bureau of the Puerto Rico Treasury Department of all payments forwarded in compliance with this Agreement does not make the Contractor an employee/officer of the Government of Puerto Rico.

The Government will withhold, if applicable, seven percent (7%, 29% for non-residents) or any other amount specified in Puerto Rico's Internal Revenue Code of 1994 from its payments to the Contractor. Such withholding must be made in all cases, unless the Secretary of the treasury issues: pursuant to the regulations in effect, waivers, provided any necessary payments to the Treasury of Puerto Rico by amounts paid or reimbursed to the Contractor.

1.6.24 Equipment and Performance Warranties

The proponent shall include descriptions of all warranties, including, but not limited to, the following:

- A. Maintenance
- B. Supplies-Batteries, Straps, etc.
- C. Cost

1.6.25 Salvation Clause

Any provision of this Contract prohibited by law or otherwise held invalid or unenforceable by a Court of competent jurisdiction shall be ineffective only to the extent necessary to avoid such invalidity and still conform to the party's intent hereunder, shall not be invalidated or otherwise render ineffective any other provision of this Contract.

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