



Sistema Universitario Ana G. Méndez

**REQUEST FOR PROPOSAL
DATA CENTER BOM MATERIAL –
UNE**

**PREPARAD BY: CARLOS J. SÁNCHEZ
AVP EXECUTIVE & OPERATION SUAGM
AUGUST 15, 2018**

CONTROL #: 2018-01-UE INFORMATICA-0001

CHAPTER 1 ADMINISTRATIVE PROCEDURES AND PROCUREMENT PROCESS

1.1 Purpose of Request for Proposal

The purpose of this Request for Proposal (RFP) is seek bids that meet the needs of Acquisition of Technological Equipment for UNE, SUAGM.

1.2 Objective of the RFP

SUAGM Purchasing Office is issuing this RFP to provide detailed information necessary for the preparation of competitive proposals by qualified vendors to supply Equipment for Data Center, UNE.

1.3 RFP Coordinator

The RFP Coordinator, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the successful vendor.

Mrs. Norma Doñé Vázquez,
Purchasing Director
Tel:787-751-0178 ext. 7430
nodone@suagm.edu

For technical questions contacts:

Universidad del Este	Rigoberto Terrero	ue_rterrero@suagm.edu
Universidad del Este	William Vázquez	wivazquez@suagm.edu
OCIT	Raymond A. Arce	raarce@suagm.edu

1.4 Restriction on Communication

From the date of issuance of this RFP until announcement of the successful vendor, vendors may contact only the RFP Coordinator. The RFP Coordinator will respond only to questions regarding the procurement process. Questions concerning the interpretation of this RFP must be submitted in writing to the RFP Coordinator in accordance with this RFP. If a vendor or someone acting on the vendor's behalf attempt to discuss this RFP orally or in writing, with any employee of SUAGM, other than the RFP Coordinator designated above, or any employee or elected official of the SUAGM, the vendor may be disqualified.

1.5 Procurement Timetable

The following dates set forth below are for informational planning purposes only. SUAGM reserves the right to change the dates.

<i>Event</i>	<i>Date</i>
RFP Issued	August 15, 2018
Meeting in UNE Facility <i>(Please contact UNE technician)</i>	August 17, 2018 (From 1:30 – 4:00pm)
Q&A by email	August 21, 2018
Submission of Proposals	August 29, 2018 (Until 4:00pm)
Opening of Proposals	August 30, 2018
Issue Notice of Award	August 31, 2018
Project Works:	
Delivery and start wiring work	September 14, 2018
Furniture Delivery	October 12, 2018
Completion of work in coordination with the contractor	November 9, 2018

1.6 Amendment to the Request for Proposal

SUAGM reserves the right to amend the RFP at any time. In the event, it becomes necessary to amend, add to, or delete any part of the RFP, an amendment will be provided to all vendors who received the original RFP. A vendor's response must include acknowledgment of all addendums.

1.7 Submission of Proposals

Proposals must be received by the RFP Coordinator no later than **August 29, 2018 until 4:00pm.** Any proposal received after this deadline will be rejected and returned to the vendor. Vendors mailing proposals must allow ample mail delivery time to ensure timely receipt of their proposals. It is the vendor's responsibility to ensure that the proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the proposal by SUAGM. Electronic mail and faxed proposals **will not be accepted.**

1.8 Rejection of Proposals

1.8.1 At any time prior to the execution of the written contract, SUAGM reserves the right to reject any or all proposals, in whole or in part, to advertise for new proposals, to abandon the need for such products or services, and to cancel this RFP if it is in the best interest of SUAGM.

1.8.2 A proposal shall be rejected outright and not evaluated if a vendor fails to deliver its proposal by 4:00 pm on the due date or fails to include the required transmittal letter, proposal certification, and certification of independence and no conflict of interest.

1.9 Costs of Preparing the Proposal

The costs of preparing the proposal are the sole responsibility of the vendor. SUAGM is not responsible for any costs incurred by vendor which are related to the preparation or delivery of the proposal or any other activities carried out by the vendor related to this RFP.

1.10 Waiver of Deficiencies and Nonmaterial Variations

SUAGM reserves the right to waive or permit cure of nonmaterial variances in a proposal if such waiver is in their best interest. Nonmaterial variances include minor informalities that do not affect responsiveness, variances that are merely a matter of form or format, variances that do not change the relative standing of other vendors, variances that do not prejudice other vendors, variances that do not change the meaning or scope of the RFP, or variances that do not reflect a material change in the proposal. Failure to provide any mandatory information, or to comply with mandatory requirements of the RFP, shall not be considered a nonmaterial variation that SUAGM can waive or permit cure. In the event SUAGM waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the vendor from full compliance with RFP specifications or other contract requirements if the vendor is awarded the contract. The determination of whether a particular matter constitutes a material or nonmaterial variation from the RFP is within the sole discretion of SUAGM.

1.11 Opening of Proposals

The proposals will be opened at **August 30th, 2018** at the Executive and Operation Department. The proposals will remain confidential until all the proposals submitted in response to this RFP and a notice of award is announced in accordance with SUAGM Policies and Procedures.

1.12 Public Records and Requests for Confidentiality

1.12.1 All information submitted by a vendor may be treated as a public record by SUAGM unless the vendor properly requests that the information be treated as confidential information at the time its proposal is submitted.

1.12.2 Any request for confidential treatment of information must be included in the transmittal letter with the vendor's proposal. In any such request, the vendor must enumerate the specific grounds that support treatment of the materials as confidential and must also explain why disclosure of the information is not in the best interest of the public. The request for confidential treatment must also include the name, address, and telephone number of the person authorized by the vendor to respond to any inquiries by SUAGM concerning the confidential status of the materials.

1.12.3 Any documents submitted which contain confidential information must be marked on the outside as containing confidential information, and each page upon which confidential information appears must be marked as containing confidential information. The confidential information must be clearly identifiable to the reader where it appears. All copies of the proposal submitted, as well as the original proposal, must be marked in this manner. Identification of the entire proposal as confidential shall be deemed as non-responsive and disqualify the vendor.

1.12.4 In addition to marking the material as confidential material where it appears, the vendor must submit one copy of the relevant pages of the proposal from which the confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the documents as possible. These pages must be submitted with the transmittal letter and will be made available for public inspection.

1.12.5 The information marked confidential shall be treated as confidential information to the extent such information is determined to be confidential under or other provisions of law by a court of competent jurisdiction.

1.12.6 In the event, SUAGM receives a request for information marked confidential, written notice shall be given to the vendor.

1.12.7 A vendor's failure to request confidential treatment of material pursuant to this section and the relevant laws will be deemed by SUAGM as a waiver of any right to confidentiality that a vendor may have had.

1.13 Copyrights

By submitting a proposal, the vendor agrees that SUAGM may copy the proposal for purposes of facilitating the evaluation of the proposal or to respond to requests for public records. By submitting a proposal, the vendor consents to such copying and warrants and represents that such copying will not violate the rights of any third party. SUAGM will have the right to use ideas or adaptations of ideas that are presented in the proposals.

1.14 Proposals Property of SUAGM

All proposals become the property of SUAGM and shall not be returned to the vendor unless all proposals are rejected and no award is made.

1.15 Restrictions on Gifts and Activities

SUAGM Policies and Procedures prohibit officials and employees of SUAGM from receiving gifts from certain donors. Vendors are responsible for determining the applicability of this rule to their activities and for complying with it.

1.16 Construction of RFP with Laws and Rules

This RFP is to be construed in light of pertinent legal requirements. Changes in applicable laws and rules may affect the award process or the resulting contract. Vendors are responsible for ascertaining pertinent legal requirements and restrictions.

1.17 Release of Claims

By submitting a proposal, each vendor agrees that it will not bring any claim or have any cause of action against SUAGM based on any misunderstanding concerning the information provided in this RFP or

concerning SUAGM failure, negligent or otherwise, to provide the vendor with pertinent information intended by this RFP.

1.18 Content of RFP

1.18.1 This RFP is designed to provide vendors with information necessary for the preparation of competitive proposals. Each vendor is responsible for determining all factors necessary for the submission of a comprehensive and compliant proposal.

1.18.2 Proposals should be based solely on the material contained in the RFP. Vendors are to disregard any draft materials they may have received, newspaper articles they may have read, and any other previous oral or written representations.

1.19 Sources of Information Use by SUAGM

1.19.1 SUAGM reserves the right to contact vendors after the submission of proposals for the purpose of clarifying a proposal and to ensure mutual understanding. A vendor will not be permitted to modify or amend its proposal if contacted by SUAGM for this reason. All contact with vendor for clarification purposes shall be in writing. All responses shall be in writing. SUAGM will be bound only by written responses.

1.19.2 SUAGM assumes no responsibility for representations made by its employees prior to the execution of a legal contract, unless such representations are specifically incorporated into this RFP as written addendum to the RFP. Oral discussions pertaining to modifications or clarifications of the RFP shall not be considered part of the RFP unless confirmed in writing.

1.19.3 SUAGM reserves the right to obtain, from any and all sources, information concerning a vendor or a vendor's product, services, personnel, or subcontractors. SUAGM also reserves the right to obtain and consider information from other sources such as the vendor's performance of other contracts. SUAGM may use any of this information to evaluate a vendor's proposal.

1.20 Proposals Valid for 60 Days

All proposals shall be firm for a period of Sixty (60) days following the date on which proposals are due.

1.21 Proposal Evaluation and Award.

Proposals that are timely submitted and comply with the mandatory requirements of the RFP will be evaluated in accordance with the terms of the RFP. Any contract resulting from this RFP will not necessarily be awarded to the vendor with the lowest price. Instead, the contract shall be awarded to the complaint vendor whose proposal received is recommended by SUAGM Bid committee in accordance with evaluation criteria set forth in the RFP.

1.22 Award Notice

Notice of award of the contract to the successful vendor will be sent by mail or electronic mail, to all vendors submitting proposals. Negotiation and execution of contract with the successful vendor shall be completed no later than five working days after awarded. If the apparent successful vendor fails to negotiate and deliver an executed contract by that date, SUAGM may, in its sole discretion, cancel the award and award the contract to the next highest ranked vendor.

CHAPTER 2 GENERAL TERMS AND CONDITIONS OF THE CONTRACT

The contract that will be awarded as a result of this RFP will be based upon the proposal submitted by the successful Vendor and this solicitation. SUAGM reserves the right to either award a contract without further negotiation with the successful vendor or to negotiate contract terms with the selected vendor if the best interests of SUAGM would be served. The contract terms contained in this Chapter are not intended to be a complete listing of all contract terms but are provided only to enable the vendor to better evaluate the vendor's costs associated with the RFP and resulting contract. Vendors should plan on the following terms being included in any contract awarded as a result of this RFP. All costs associated with complying with these requirements should be included in the prices quoted by the vendor.

CHAPTER 3 SERVICE REQUIREMENTS

3.1 Objectives

The Purchasing and Contract Office is issuing this RFP to provide detailed information necessary for the preparation of competitive proposals by qualified vendors to supply Equipment for Database Monitoring SUAGM.

3.2 Description of Computer Equipment for SUAGM.

CHAPTER 4 CONTENT OF PROPOSAL

These instructions prescribe the format and content of the proposal and are designed to facilitate the submission of a proposal that is easy to understand and evaluate. Failure to adhere the proposal format shall result in the disqualification of the proposal.

4.1 Instructions

4.1.1 All proposals should be prepared simply and economically providing a direct, concise delineation of the vendor's proposal and qualifications. Proposals must meet the criteria set forth in this Chapter.

4.1.2 Proposals shall be typewritten.

4.1.3 Proposals should be printed or typed on 8.5" x 11" paper (one side only).

4.1.4 All pages of proposals must have consecutive page numbers.

4.1.5 An original and three (3) copies of a proposal must accompany the submission.

4.1.6 The vendor must also submit one copy of the proposal from which confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the proposals possible.

4.1.7 Proposals must respond to RFP requirements by restating the number and text of the requirement in sequence and writing the response immediately after the restated requirement.

4.2 Transmittal Letter

4.2.1 The transmittal letter shall be signed by an individual authorized to legally bind the vendor. The letter shall include the vendor's mailing address, telephone number, and fax number.

4.2.2 A request for confidential treatment of information shall be included in the transmittal. Any request for confidential treatment must comply with all requirements for such requests as required by Chapter 1 of the RFP.

4.3 Proposal Certification

Each vendor shall submit with the proposal certification, stating that the contents of the proposal are true and accurate. The substance and form of the proposal certification is included as Addendum Number 1. The proposal certification must be on vendor's letterhead and signed by an individual with authority to bind the vendor. Failure to provide the certification required by this section shall result in the rejection of the proposal as noncompliant.

4.4 Acceptance of Terms and Conditions

Each vendor shall specifically stipulate that the proposal is predicated upon the acceptance of all terms and conditions stated in the RFP. If the vendor objects to any term or condition, it shall make specific reference to the RFP page, section, and line number(s) at issue. Objections or responses that materially alter the RFP shall be deemed non-responsive and disqualify the vendor.

- The supplier will deliver the invoice for what has already been delivered and accepted by the project.
- The invoice will be submitted and the payment must be waited 60 days after the delivery of the invoice.

4.5 Certification of Independence and No Conflict of Interest

Vendor shall sign and submit with the proposal a certification stating that the proposal was developed independently and that no relationship exists or will exist in the contract period between vendor and the SUAGM that interferes with fair competition or is a conflict of interest. The substance and form of the certification of independence and no conflict of interest is included as Addendum Number 2.

This certification must be on vendor's letterhead and signed by an individual with authority to bind the vendor in contract. Failure to provide the certification required by this section shall result in the rejection of the proposal as noncompliant.

CHAPTER 5 EVALUATION OF PROPOSALS

5.1 Award Process

Proposals will be reviewed by an evaluation committee appointed by SUAGM.

5.2 Tie Bids

SUAGM shall resolve ties among proposals which are equal in all respects by drawing lots, unless only one of the tied vendors is a SUAGM business. If only one of the vendors is a SUAGM business, the SUAGM business shall be given preference over all tied out of state vendors. If it is necessary to draw lots, the drawing shall be held in the presence of the vendors who submitted the tied proposals, if practical. If the tied vendors are not present, the drawing shall be held in front of at least two persons.

5.3 Verification of Proposal and Contract Negotiation

All applicable contracting requirements imposed by this RFP shall be met by the vendors. The successful vendor must, in a timely manner, enter into the contract with the SUAGM, to implement the programs contemplated by this RFP. It is expected that all such documentation will be executed within Sixty (60) days after the date of notification of the award. Failure of the successful vendor to agree to the terms of the contract within that time period may be grounds for SUAGM to award the contract the next highest ranked compliant vendor.

5.4 Insurance

In all of the following insurance requirements, vendor must show proof of insurance before the commencement of work.

The contractor shall obtain and maintain in force, at its own expense, from the date of Contract until completion and final acceptance of the Work, with "Sistema Universitario Ana G. Méndez" appearing as "Additional Insured" insurance coverage against claims, regardless of when asserted, that may arise

out of, or result from, the Contractor's operations, the operations of the Contractor's, Sub-Contractors and any other entity directly or indirectly engaged by the Contractors connection with the Work. This insurance shall include the following.

- Worker's Compensation and Employer's Liability Insurance – Workmen's Compensation and Employer's Liability Insurance covering the Contractor's employees and the employees of all Sub-Contractors, in accordance with the requirements of applicable state and federal law.
- Public Liability Insurance- Public Liability Insurance safeguarding the Contractor against liability for injuries to persons (including death), and damage to, or destruction of, property, shall be maintained in an amount not less than \$1,000,000 to cover injury or death of any one person, in an amount not less than \$1,000,000 to cover injury or death to two or more persons in any one accident, and in an amount not less than \$1,000,000 to cover property damage.
- Automobile Liability Insurance- Automobile Liability Insurance safeguarding the Contractor against liability for injuries (including death) to persons, and damage to, or destruction of, property, arising out of the ownership, maintenance or use of automobiles shall be maintained in an amount not less than \$500,000 for injuries to one person, in an amount not less than \$500,000 for injuries to two or more persons in any one accident, and in an amount not less than \$500,000 to cover property damage.

ADDENDUM NUMBER 1

August 15, 2018

Mr. Ricardo Rodriguez Domenech.
Executive Vicepresident
Sistema Universitario Ana G. Méndez
PO Box 21345
San Juan, PR 00928-1345

Re: Invitation to Bid: Acquisition of Data Center BOM material - UNE

Dear Mr. Rodriguez:

I certify that I have the authority to bind (Company Name) . Below to the specific terms, conditions and technical specifications required in the Invitation to Bid for acquisition of Computer Equipment for SUAGM and offered in our proposal. I understand that, by submitting this proposal, **Acquisition of Data Center BOM material - UNE** services that meets or exceeds the requirements of the RFP unless noted in the proposal.

I also certify that the contents of the proposal are true and accurate and that (Company Name) has not made any knowingly false statements in the proposal.

Sincerely,

ADDENDUM NUMBER 2

August 15, 2018

Mr. Ricardo Rodriguez Domenech
Executive Vicepresident
Sistema Universitario Ana G. Méndez
PO Box 21345
San Juan, PR 00928-1345

Re: Invitation to Bid: Acquisition of Data Center BOM material - UNE

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

Dear Mr. Rodriguez:

By submitting a proposal in response to the SUAGM (RFP) Acquisition of **Acquisition of Data Center BOM material - UNE** services, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to SUAGM who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication or agreement with any other vendor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other vendor.
4. No attempt has been made or will be made by (Company Name) to induce any other vendor to submit or not to submit a proposal for the purpose restricting competition.
5. No relationship exists or will exist during the contract period between (Company Name) and SUAGM that interferes with fair competition or as a conflict of interest.

Sincerely,

**SISTEMA UNIVERSITARIO ANA G. MENDEZ
PROPOSAL SUBMITTAL FORM**

Important Notes:

1. For details of items see attachment Addendum.zip #3 in email.

2. We will not accept proposals that don't comply with the specific description established in this proposal. This equipment must be delivered and installed: **November 9, 2018. (Approximately)**

3. The RFP must include 11.5% sales tax and 4% on installation and Services.