



# Poder Judicial de Puerto Rico

Oficina de Administración de los Tribunales  
División de Compras

## AVISO DE ENMIENDA II REQUERIMIENTO DE PROPUESTA 25-01RFP PARA LA ACTUALIZACIÓN Y REEMPLAZO DEL SISTEMA DE VIDEOVIGILANCIA CON INTEGRACIÓN DE LOS SISTEMAS DE ACCESO Y ALARMA

### AVISO DE ENMIENDA II

24 de febrero de 2025

Estimados(as) señores(as).

La Oficina de Administración de los Tribunales (la "OAT") emite este segundo aviso de enmienda del 25-01RFP para los propósitos siguientes:

1. Enmendar la Sección 3.5 del documento del 25-01RFP con el fin de establecer la nueva fecha y hora de la reunión previa a la fecha de entrega de propuestas (*pre-submission meeting*) (la "Reunión"). La Reunión será celebrada el 5 de marzo de 2025 a las 2:00pm en el Salón B de la Academia Judicial, Piso 16 del Edificio World Plaza.
2. Aclarar aspectos procesales relacionados a la Reunión y a las visitas prospectivas a las instalaciones de la Rama Judicial (las "Visitas").
  - a. Se permitirá la presencia en la Reunión y en las Visitas de empleados y oficiales de Arimar, Inc. ("Arimar") sujeto a las condiciones siguientes:
    - i. esta autorización no constituye, ni debe ser interpretada como, la autorización o calificación de subcontratistas requerida por el párrafo 4.5.5 del 25-01RFP;
    - ii. la autorización de la OAT para que Arimar participe en la Reunión y las Visitas no establece relación alguna con la OAT y no obliga de forma alguna a esta última;
    - iii. Ranger American of Puerto Rico ("Ranger") sigue obligada a incluir en la propuesta información adecuada sobre el rol en el proyecto del subcontratista propuesto, y a incluir información sobre las calificaciones, capacidades, recursos, experiencias y referencias relevantes de proyectos pasados de Arimar, según las limitaciones y estándares establecidos en el 25-01RFP;
    - iv. la Junta de Directores de Arimar designará un representante autorizado que deberá ser un oficial de la corporación y que será identificado, junto a la posición que ocupa, en la resolución corporativa pertinente y esta persona deberá firmar la plantilla de acuerdo de confidencialidad que se incluye con esta comunicación;

- v. el acuerdo de confidencialidad y copia de la resolución corporativa deberán ser entregados en persona a la Jefa de la División de Compras de la OAT en o antes de la fecha de la Reunión; y
  - vi. el representante de Arimar deberá ser acompañado en la Reunión y las visitas por representantes de Ranger que deberán ser empleados u oficiales de esta.
- b. El día de la Reunión los representantes de Arimar, GM Sectec Corp. ("GM") y Ranger deberán proporcionar su nombre y la posición que ocupa en la empresa en calidad de oficial o empleado.
  - c. La Reunión tiene el propósito de aclarar preguntas generales sobre el proceso y sobre el ámbito del proyecto, discutir la logística de las visitas a las regiones judiciales y entregar documentos necesarios en preparación de las visitas. Las personas presentes deben inhibirse de divulgar secretos de negocio u otra información que pueda estar protegida por las leyes aplicables. La divulgación de este tipo de información, lo cual no será solicitado o requerido por la OAT, constituirá una renuncia voluntaria al derecho de confidencialidad y la OAT no será responsable por las consecuencias de tal acción.
  - d. Se recomienda que las preguntas que se presenten el día de la Reunión se circunscriban a los temas de la agenda. Toda pregunta cuya respuesta requiera corroboración por parte del equipo interno de la OAT no será contestada y se le pedirá a la persona que somete la pregunta que lo haga por escrito. Con excepción de preguntas con respuesta simple, que no requieran mayor evaluación, análisis o corroboración interna, toda pregunta y respuesta deberá ser escrita para ser considerada oficial. Esta regla también aplicará a las visitas en las regiones. **Por favor referirse a la Sección 3.5 para conocer la fecha límite para someter preguntas escritas.**
3. Se incluye con esta comunicación el acuerdo de confidencialidad que debe ser firmado por el representante autorizado de Arimar (según 2(a)(iv)) y entregado en o antes de la Reunión por un representante de Arimar.

Este documento se hace formar parte del 25-01RFP y se conocerá como Aviso de Enmienda II. Los términos, condiciones y especificaciones del 25-01RFP se leerán de forma consistente con el contenido de esta comunicación. En el caso de existir alguna discrepancia entre el 25-01RFP y el contenido de este documento, el 25-01RFP se considerará alterado en el grado estrictamente necesario para viabilizar los propósitos de esta comunicación.

Cordialmente,



Eileen Jiménez Vázquez  
Jefa de Compras

# 25-01RFP - REQUEST FOR QUALIFICATIONS AND REQUEST FOR PROPOSALS UPGRADING AND REPLACING THE VIDEOSURVEILLANCE SYSTEM, WITH INTEGRATION OF THE EXISTING ACCESS CONTROL AND ALARM SYSTEM

## Attachment 5 - Unilateral Confidentiality Agreement

This unilateral confidentiality agreement is entered into as of \_\_\_\_\_ ("Effective Date") by \_\_\_\_\_, represented by Arimar, Inc. (hereinafter called "Arimar").

WHEREAS, Ranger American of Puerto Rico ("Ranger") is interested in submitting proposal in the context of 25-01RFP of the Office of Courts Administration of Puerto Rico (the "OCA").

WHEREAS, Ranger and Arimar wish to have discussions on and explore possibilities for a contractual relationship to do the work and provide the services being procured by the OCA, which would entail providing, in whole or in part, the integrated video surveillance project described in 25-01RFP.

WHEREAS, pursuant to the potential contractual relationship, Ranger will be the OCA's principal contractor and Arimar will be a subcontractor to Ranger, with a limited scope services.

WHEREAS, Arimar understands its role as subcontractor is conditioned on the terms of paragraph 4.5.5 of the 25-01RFP, which sets out the OCA's discretion to authorize or reject subcontractors.

WHEREAS, during the due diligence phase of the project, preceding the submission of proposals, the OCA will likely disclose proprietary and/or confidential information with the qualified entities and with Arimar, as potential subcontractor of Ranger, relating to their respective the OCA's operations, systems, protocols, processes, and products for the purpose of helping the qualified entities draft and submit informed proposals.

NOW, THEREFORE, in consideration of the promises recited herein, Arimar agrees to receive and maintain confidential information disclosed by the OCA according to the following provisions:

### 1. Definition of Confidential Information

"Confidential Information" shall mean all confidential or proprietary information, know-how, and data, technical or non-technical, disclosed or provided by the OCA to Arimar, whether in oral, written, graphic, photographic, electronic, or any other form, and marked or identified as confidential in accordance with paragraph 2 below. Confidential Information does not include information:

- a. that is or becomes generally known or available to the public without breach of this Agreement;
- b. that is known to Arimar at the time of disclosure as evidenced by written records;

- c. that is independently developed by Arimar without reliance on the OCA's Confidential Information and can be demonstrated as such through written records; or
- d. that is disclosed to Arimar in good faith by a third party who has an independent right to such information.

**2. Designation of Confidential Information**

All confidential documents provided will be clearly marked as "Confidential" on each page.

**3. Confidentiality Obligations of Arimar**

Arimar agrees to hold in confidence and withhold from third parties all Confidential Information disclosed by the OCA and to use such Confidential Information only for the purposes set forth herein, unless the OCA agrees in writing to a change of purpose. Notwithstanding the foregoing, Arimar may disclose the applicable portion of Confidential Information that is required to be disclosed pursuant to a valid order of a court or other governmental body, provided that Arimar shall, to the extent lawful, first give notice to the OCA and a reasonable opportunity to object or obtain a protective order.

**4. Safeguarding of Confidential Information**

Arimar agrees to take reasonable and appropriate measures to safeguard any Confidential Information received from the OCA from unauthorized use, publication, or disclosure and to limit access to Confidential Information to those employees within Arimar's organization who reasonably require access for the purposes stated above and are bound by obligations of confidentiality similar to those herein. Arimar shall apply a degree of care to the Confidential Information at least as stringent as the care used to protect its own Confidential Information, but no less than reasonable care.

**5. Return or Destruction of Confidential Information**

Upon the completion, termination, or expiration of this Agreement, Arimar shall cease using any Confidential Information provided by the OCA and promptly return all originals to the OCA and destroy all copies of such materials generated by Arimar. If Ranger is awarded a contract by the OCA and the former subcontracts Arimar, Arimar may retain one copy solely for the purpose of monitoring compliance with this Agreement and fulfilling Arimar contract's obligations with Ranger. The retained copy must be destroyed by the end of the year following the end of the contract, as set out in paragraph 6, and destruction of the documents must comply with the provisions of this paragraph 5.

**(a) Return of Confidential Information/Materials**

Upon conclusion of the RFP process or upon withdrawal from participation, as stated in paragraph 6, Arimar must:

- return all original hardcopy documents to the OCA; and

- provide, alongside the documents, a written certification to confirm the return of all Confidential Information/Documents received from the OCA and include an itemized list of the returned documents. Arimar must indicate in the certification whether they retain copies of confidential documents and provide an itemized list detailing the specific documents and the quantity of each. The original confidential documents and the original certification must be hand delivered to the Head of the Procurement Division of the OCA with a copy thereof to the Head of the Office of the General Marshal and Emergency Management.

(b) Destruction of Copies

If Arimar has created copies of confidential documents for internal use, these must be securely destroyed within the five (5) business days period established in paragraph 6.

- Destruction must comply with recognized secure methods, such as shredding or incineration.
- A "Certificate of Destruction" must be submitted to the OCA, detailing the date, method, and scope of destruction.

(c) Verification of Compliance

The OCA reserves the right to audit Arimar's compliance with this procedure to ensure all confidential information has been properly returned and destroyed.

(d) Non-Compliance

Failure to comply with this procedure may result in disqualification from current and future procurement opportunities and may subject Arimar to legal remedies as outlined in the applicable law.

**6. Term of Agreement**

The term of this Agreement shall be for five (5) business days from the date of conclusion of the RFP (no reconsideration or judicial review pending) or the date of submission of proposal (if Ranger withdraws from participation by not submitting proposal or submits proposal without Arimar as a potential subcontractor) ("Expiration"). Arimar shall hold all Confidential Information as confidential while in its possession. If Ranger is awarded a contract, the term extends for one (1) year from the date of termination or expiration of the related contract.

**7. No Obligation to Enter into Further Agreement**

Nothing in this Agreement shall be construed as an obligation to enter into any further agreement regarding the Confidential Information. No license or rights are granted under any patents, copyrights, trademarks, or other intellectual property.

**8. No Publicity or Use of OCA Name**

Arimar shall not use this Agreement, the OCA's name, or that of any OCA staff for publicity, advertising, or other commercial purposes.

9. **Severability**

Should any provision of this Agreement be considered invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remaining provisions shall continue in full force.

10. **Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Puerto Rico.

11. **Entire Agreement**

This Agreement represents the entire accord by Arimar regarding Confidential Information and supersedes all prior understandings. Any modification requires written approval by authorized representatives of both parties.

12. **Disclaimer of Warranties**

The OCA makes no warranties regarding the accuracy, completeness, or performance of any Confidential Information provided under this Agreement. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS."

13. **Survival**

Paragraphs 1, 3 (regarding court-ordered disclosures), 6 (duration of agreement), 9 and 11 shall survive termination or expiration of this Agreement.

The foregoing has been agreed to and accepted by the authorized representative of Arimar, whose signature appears below.

AGREED:

\_\_\_\_\_  
Signature of Arimar's Representative

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date