

25-01 RFP

REQUEST FOR QUALIFICATIONS AND REQUEST FOR PROPOSALS

Upgrading and replacing the video surveillance system, with integration of the existing access control and alarm systems

Issued

January 14, 2025

CONFIDENTIALITY

All information issued and shared by and between the Office of Courts Administration (hereinafter, the "OCA") and the interested entities within the context of the RFQ and RFP processes described in this document shall be considered "confidential information" and must be treated as such. Any interested entity who has access to the confidential information can only share it with its personnel, its partners or associates for the RFQ and the RFP processes, or third parties that have a role in the interested entity's response to the RFQ and, if applicable, to the RFP on a need-to-know basis. Neither the confidential information nor the contents of this RFQ/RFP document can be used as part of an advertising campaign or a promotional tool. Likewise, the OCA will not share the content of the interested entities' responses to the RFQ and the RFP with third parties.

The OCA guarantees that it will maintain the content of all submitted responses in the strictest confidentiality. Any response received by the OCA regarding the RFQ and the RFP will become its property upon submission.

All interested entities must take the necessary precautionary measures to safeguard the confidentiality of any part of their response that may constitute a business secret or be protected by legislation.

If an interested entity does not agree with these conditions, said entity must refrain from submitting responses to the RFQ and the RFP.

CONTENTS

1. II	NTRODUCTION	5
1.1	LEGAL BASIS AND GENERAL BACKGROUND.	5
1.2	GENERAL DESCRIPTION OF SOLICITED GOODS AND SERVICES.	
	OCUMENT CONTENT.	
2.1	DISCLAIMER	
3. II	NFORMATION ABOUT THE RFQ AND THE RFP	7
3.1	INVITATION FOR RESPONSES	7
3.2	Purpose.	7
3.3	SCOPE.	7
3.4	CONTACT INFORMATION.	7
3.5	ITINERARY AND KEY DATES.	8
3.6	QUESTIONS AND AMENDMENTS TO THE RFQ/RFP DOCUMENT.	8
3.7	LETTER OF INTENT.	9
3.8	REGISTRY OF SUPPLIERS OF THE OCA.	10
4. G	GENERAL TERMS, CONDITIONS AND REQUIREMENTS	11
4.1	CHALLENGES TO THE CONTENTS OF THE RFQ/RFP DOCUMENT	
4.2	RESERVATION OF RIGHTS	
4.3	FORMAT OF RESPONSES TO THE RFQ AND THE RFP.	
4.4	FORM OF SUBMISSION OF RESPONSES TO THE RFQ AND RFP.	
4.5	RESPONSES TO THE RFQ.	
4.6	RESPONSES TO THE RFPProposal Content Acceptance (RFP)	
4.7		
4.8 4.9	LEGAL STANDARDS (RFP). BID BOND (RFP).	
4.9		
4.11	` '	
4.12 4.13		
4.13		
4.14		
4.13	` '	
4.17		
4.17	· · ·	
4.19		
4.20	· · ·	
4.21		
	MINIMUM TECHNICAL REQUIREMENTS (MTR).	
	· · · · · · · · · · · · · · · · · · ·	
5.1	GENERAL PROVISIONS REGARDING PROPOSAL AND MTRS	
5.2	MINIMUM TECHNICAL REQUIREMENTS.	
5.3	TECHNICAL DESCRIPTION OF THE OCA'S ELECTRONIC ACCESS CONTROL AND ALARM SYSTEMS.	
6. T	TRAINING, MAINTENANCE, SUPPORT AND WARRANTY	33
6.1	TRAINING AND DOCUMENTATION	33
6.2	MAINTENANCE	33
6.3	SERVICE LEVEL AGREEMENT (SLA).	34
6.4	REMOTE SUPPORT.	34

6.5	SYSTEM AUDITS AND PERFORMANCE REVIEWS.	
6.6	SECURITY PATCHING AND CYBERSECURITY.	34
6.7	WARRANTY AND EXTENDED SUPPORT	34
LIST (OF ATTACHMENTS	36
Атт	FACHMENT 1 - STATEMENT OF OFFEROR'S QUALIFICATIONS	37
ATT	TACHMENT 2 - AUTHORIZATION FOR VERIFICATION OF REFERENCES	39
Атт	TACHMENT 3 - EXPERIENCE FORM	40
ATT	FACHMENT 4 - ETHICS AND CONFLICT OF INTEREST STATEMENT	41
Атт	FACHMENT 5 - UNILATERAL CONFIDENTIALITY AGREEMENT	45
Атт	TACHMENT 6 - PRICE PROPOSAL FORMS	49
Tab	BLE 1. COST BREAKDOWN FOR VIDEO SURVEILLANCE SYSTEM SOLUTION (PER LOCATION)	49
	TACHMENT 7 - NON-COLLUSIVE AFFIDAVIT	
Атт	TACHMENT 8 - SEATS OF THE JUDICIAL BRANCH	61
	TACHMENT 9 - ACT. No. 2 - 2018 AFFIDAVIT	
ATT	FACHMENT 10 - TECHNICAL SOLUTION	65

1. <u>INTRODUCTION</u>.

1.1 Legal Basis and General Background.

The OCA issues this RFQ and RFP in accordance with the rights, privileges, and powers granted to the Judicial Branch of Puerto Rico under Article V, Section 7, of the Constitution of the Commonwealth of Puerto Rico, Laws No. 345 and 201 of September 2, 2000, and August 22, 2003, and the rulemaking of the Judicial Branch regarding procurement of property and services, respectively. This RFQ and RFP was published on January 14, 2025, by the OCA on the Judicial Branch's website and the purpose is to identify one or more experienced, responsible and capable companies with a competitively priced technical solution for video surveillance and integration to existing access control systems and alarms (hereinafter, the "Video Surveillance System" or "VSS") that meets or exceeds the requirements, terms and conditions outlined in this document.

The Office of the General Marshal and Emergency Management of the OCA currently manages the Integrated Security System (hereinafter, the "ISS") of the Judicial Branch (hereinafter, the "Judicial Branch" or the "Judiciary"). The ISS serves the Judiciary's thirteen judicial regions, the Supreme Court, the Court of Appeals, and the OCA. It comprises an integrated structure that includes closed-circuit video, access control, emergency alarms, remote monitoring, digital recording, IP audio, intrusion alarms, remote-controlled locks, and perimeter security closed-circuit video. The ISS operates under an exclusive licensing agreement with a company currently contracted to provide backup video surveillance and central monitoring services from their facilities. Such an agreement also includes maintenance services to all ISS components. However, each judicial center and the Supreme Court also have a security monitoring room (SMR) to monitor the system locally. Apart from the OCA and Court of Appeals facilities, the components of the ISS operate with an analog camera system and operate on a VLAN on the Judiciary's computer network.

The ISS has been in service for more than ten years and requires updating to keep pace with technological advances in security systems. Therefore, the Judiciary needs to implement a VSS solution that allows for enhanced security measures through a new, updated, advanced, robust, and resilient ISS that can provide many years of service. For this purpose, the OCA seeks to identify responsible, experienced and capable interested entities for updating and maintaining the system's components. Qualification of the interested entities will be done through the RFQ described in this document. The OCA seeks to obtain technical and economic proposals from qualified interested entities through the RFP process described in this document.

The OCA's objective is for the enhanced ISS to be implemented in the thirteen judicial centers across the island, the Supreme Court building in Puerta de Tierra, the Printing House, Supplies Warehouse, Central Archive and the Office of Notary Inspection. The ISS system for the OCA and the Court of Appeals facilities, located at the World Plaza building in Hato Rey, was recently updated, but the Central Monitoring and Control Room (hereinafter, "CMCR") for all the judicial facilities operates from the OCA. A detailed list of facilities to be impacted is provided in Attachment 8.

1.2 General Description of Solicited Goods and Services.

The Judicial Branch's current VSS is managed and maintained by a private contractor in collaboration with Judiciary's personnel. Details of the current VSS will be discussed with

interested entities already qualified as result of the RFQ process. As stated in Section 1.1, much of the Judiciary's current VSS technology requires upgrading to modern, cutting-edge hardware and software. The upgraded VSS must be integrated, ideally with compatible non-proprietary software, to the existing Access Control System (VISONIC) and Intrusion Alarm System (RISCO). See Article 5.0 for the minimum technical requirements.

The new VSS might comprise the eighteen (18) facilities listed on Attachment 8. Please note that certain areas of the World Plaza Building and the external cameras in several judicial centers are currently not integrated into the VSS. The new VSS must integrate them as well. The new VSS must be scalable to accommodate OCA facilities that may not be initially included in the scope of the contract, as well as any properties or facilities prospectively managed by the OCA. Services will include design, installation, warranty, maintenance, training, and support as outlined in the Scope of Services.

The existing central monitoring and control room (hereinafter, the "CMCR") is operated locally by and at the OCA, whereas an independent contractor provides 24/7 events and system health monitoring and support at their facility. The Judicial Branch seeks proposals to upgrade the current CMCR, located at the World Plaza, to integrate new equipment into the solution, so that it can be managed independently and exclusively by the Judicial Branch's personnel (hereinafter, the "in-house CMCR"). However, the OCA will still need for the foreseeable future an independent contractor (to be selected in this process) to provide live monitoring services at said contractor's facility during holidays, non-working hours and weekends. The independent contractor will thus provide central monitoring, storage, and video management services within their own facility only during those times.

Please note that no subcontracting for CMCR live monitoring services will be allowed by the OCA. As regards conditions related to subcontracting for other services related to the project, please refer to Section 4.5.5. Technical information regarding the CMCR service must conform to the minimum requirements outlined in Article 5.

Qualified interested entities may submit proposals for part, or all the Scope of Services outlined in this RFP. While offering CMCR-related services is not mandatory, the OCA strongly encourages qualified entities to include them. If a qualified entity submits a proposal excluding CMCR-related services, said entity must ensure their solution is technically capable of effectively communicating data and video footage between the assigned facility(ies) and the CMCR. If multiple contractors are performing work, each at different locations or facilities, close coordination among them will be essential throughout the project duration, until the integrated VSS is validated and accepted by the OCA.

2. <u>Document Content.</u>

The OCA has organized this document to ensure that interested entities can gain an adequate understanding of the qualifications required, overall design and requirements associated with the solution components, the expected service levels agreements (SLA's), and the deliverables to be contracted. This RFQ/RFP document is aligned with current law and the rulemaking of the Judicial Branch regarding procurement of properties and services.

2.1 Disclaimer.

All information in this RFP, including its attachments and future addenda, reflect data and records available in the OCA at the time of issuance hereof. The OCA does not guarantee the accuracy of the information provided herein, and will not be responsible for errors or

omissions, including those that may be identified later. All the information in this document is provided for the sole purpose of furnishing a frame of reference to the interested entities and should not be construed as a guarantee of accuracy.

3. Information about the RFQ and the RFP.

3.1 Invitation for responses.

The OCA hereby encourages entities interested in participating in the RFQ and the RFP processes to submit response(s) according to the rules, requirements, and dates established herein.

3.2 Purpose.

The purpose of the RFQ and the RFP processes described herein is to provide potential proposers with enough information to allow them to prepare and submit responses for the OCA's consideration. For a response to be acceptable, it must adhere to the rules, requirements, and dates established herein.

The Procurement Division, on behalf of the OCA, will be reviewing responses to the RFQ and the Evaluation Committee appointed by the Administrative Director will be reviewing responses to the RFP from previously qualified entities.

3.3 Scope.

This document establishes the requirements for all responses to be submitted and includes:

- instructions regarding the responses to be submitted and the documents and information to be included;
- mandatory requirements that the response must address to be eligible for consideration;
- other requirements that must be met by the interested entities in the delivery of the solution and services; and
- conditions established by the OCA related to the contract award.

3.4 Contact Information.

This document is published by the OCA's Procurement Division, on behalf of the Judicial Branch. The Procurement Division is the sole point of contact for all matters related to this process.

Interested entities may submit written questions to request clarification of any requirement included in this RFQ/RFP process. All questions must be addressed to Ms. Eileen Jiménez, Head of the Procurement Division, at eileen.jimenez@poderjudicial.pr along with a copy to sara.ortiz2@poderjudicial.pr.

The physical address and phone numbers of the Procurement Division are the following:

Office of Courts Administration Procurement Division World Plaza Building 268 Muñoz Rivera Ave. 14th Floor Hato Rey, Puerto Rico

(787) 641-6600 ext. 5481 / 5485

3.5 Itinerary and Key Dates.

The following is the proposed itinerary for the RFQ and RFP processes:

Description	Dates
Date of release of RFQ/RFP documents	Tuesday, January 14, 2025
Deadline to challenge the RFQ/RFP document	Friday, January 17, 2025
Deadline to submit Letter of Intent	Friday, January 24, 2025
Deadline to submit application to the Registry of Suppliers along with the required documents	Friday, January 31, 2025
Deadline for interested entities to submit questions regarding the RFQ process	Monday, January 27, 2025
Deadline for OCA to provide answers to questions regarding RFQ	Friday, January 31, 2025
Deadline to submit response to RFQ	Wednesday, February 5, 2025
Deadline for OCA to notify results of the RFQ process	Friday, February 14, 2025
Pre-submission meeting*	Thursday, February 20, 2025
Walkthroughs of facilities**	Will be announced at pre- submission meeting
Deadline for qualified interested entities to submit questions regarding the RFP process	Friday, April 4, 2025
Deadline for OCA to provide answers to questions	Wednesday, April 9, 2025
Date of submission of proposals	Monday, April 14, 2025

^{*} Only representatives of qualified entities will be allowed to attend the pre-submission meeting. Attendance at the meeting will be compulsory and required for further participation in the RFP.

Unless specified otherwise in this document, the cut-off time for each stated deadline is 5:00 PM Atlantic Standard Time (AST) (UTC-04) (Puerto Rico time-zone).

An entity can withdraw a response to the RFQ or the RFP on or before the corresponding date and time established above.

3.6 Questions and amendments to the RFQ/RFP document.

^{**} The pre-submission meeting will be followed up with sites walkthroughs. Only representatives of qualified entities will be allowed to partake in the walkthroughs and receive further technical information regarding the current VSS and other security measures. Participation in the walkthroughs is compulsory.

- .1 **Questions.** Interested entities must submit questions in writing regarding the RFQ and, if qualified, to the RFP as stated in Section 3.4 and by the date and time set forth in Section 3.5.
- .2 **Responses and addenda.** The OCA will issue responses to questions in writing throughout the RFQ and RFP processes, provided questions are submitted on or before the deadlines set forth in Section 3.5. Addenda to this document will also be issued by the OCA if (i) the answer to a question from an interested entity requires an amendment hereto, or (ii) the OCA, on its own initiative, determines an amendment hereto is needed. The OCA will publish or release answers and addenda pursuant to the following.
 - a. <u>Before the end date of the RFQ</u>: The OCA will post the relevant addenda and responses on the Judicial Branch's website at https://poderjudicial.pr/subastas/rfps/ and will also send them by e-mail to the representative of each interested entity (see Section 3.7).
 - b. After the end date of the RFQ and throughout the RFP: The OCA will send addenda and responses to questions from qualified entities by e-mail (see Section 3.7). Additionally, the OCA will post addenda and responses not containing confidential information on its website. Regarding addenda and responses containing confidential information, the OCA will only post a notice of issuance of document and a representative of the qualified entity may stop by the Procurement Division to obtain a hardcopy of the document.

All addenda and responses will be binding on all interested entities from the date of issuance or as otherwise stated in the notice or in the related document. Representatives from the interested entities should regularly check into the OCA official website and, if qualified, also the e-mail inbox, for updates on the RFQ and RFP processes, respectively. This RFQ/RFP document and its addenda will be incorporated by reference into the contract(s).

.3 **Deadline for amendments.** Any amendment to this RFQ/RFP document and responses to questions will be notified up to two (2) working days before the deadline established for response submission when the amendment pertains to requirements modification or additional information that must be included in the response, or one (1) working day before the deadline established for response submission when the amendment does not impact response presentation.

3.7 Letter of Intent.

All entities interested in submitting responses to the RFQ must notify the OCA in writing by submitting a letter of intent before the deadline specified in Section 3.5. The Procurement Division must receive the letter of intent signed in original and in blue ink by the date and time provided in Section 3.5, at the address provided in Section 3.4. Please make sure the letter of intent clearly refers to the request for proposals number 25-01 RFP. Once submitted, any change to the letter of intent by the interested entity must be immediately notified to the Procurement Division as set forth above.

The letter of intent must include the information requested below. The telephone number, email address and signature must be of the executive or official authorized to enter contractual obligations with the OCA on behalf of the interested entity.

C	lompany l	Name:	

Entity Website's URL: _				
Address:				
City/State/Zip:				
Telephone:	Fax Number:		E-Mail:	
Print Name:		Title:		
Signature:		Date:		

Notwithstanding the above, the interested entity may e-mail the letter of intent in advance. The scanned letter must be signed by hand in blue ink. The Procurement Division must receive the e-mail message with the scanned copy of the letter of intent no later than the date and time established in Section 3.5, and from the e-mail address specified in the letter of intent. The e-mail message with the document must be sent to the e-mail addresses specified in Section 3.4. If an interested entity ultimately submits a response to the RFQ, said entity must include with the response the original of the scanned letter of intent which was first sent by e-mail.

3.8 Registry of Suppliers of the OCA.

All entities interested in submitting a response to the RFQ must have applied to the Registry of Suppliers of the Judicial Branch by the date provided in Section 3.5. The application for admission to the Registry can be found at https://poderjudicial.pr/documentos/formularios/OAT-1810-Solicitud-Ingreso-Registro-Suplidores.pdf. The completed application form and required documents must be submitted to the Procurement Division, with all interested entities contacting the division per Section 3.4 for compliance instructions. The OCA may reject responses to the RFQ from non-compliant Offerors.

Article XI(D) of the *Reglamento de Subastas Formales de la Rama Judicial* requires any party interested in participating in procurement processes of the OCA to fill out and submit to the Procurement Division the application form necessary to be part of the Registry of Suppliers (the "Registry"). Submission of the application form shall be accompanied by the documents and other information outlined in Article X of the *Reglamento de Compras de Bienes y Servicios Personales de la Rama Judicial*. Some of the documents required are listed below.

- .1 Certification issued by the Puerto Rico Department of State crediting the interested entity's authorization to do business in the Commonwealth of Puerto Rico (Certificate of Incorporation).
- .2 Certification issued by the Puerto Rico Department of State stating that the interested entity is in Good Standing and has complied with sending its annual reports required by the General Corporations Act of the Commonwealth of Puerto Rico.
- .3 Certification issued by the Puerto Rico Department of Labor and Human Resources to the effect that there is no outstanding debt for the following programs: (i) Unemployment and Temporary Incapacity (SINOT) Insurance, and (ii) Driver's Insurance (Seguro Choferil).
- .4 Certification issued by the Administration for Child Support (ASUME) that certifies that, as an employer, the interested entity is complying with salary-retention orders as to employees with child support obligations.
- .5 Negative Certification of Debt and Policy Certification issued by the State Fund Insurance Corporation.
- .6 Certification issued by the Municipal Revenue Collection Center (CRIM), indicating that the interested entity has rendered tax returns for movable property in the last five (5) years.

- .7 Certification issued by the Municipal Revenue Collection Center (CRIM) showing that no taxes are owed on all concepts.
- .8 Certification of Income Tax Filing, Model SC 6088 of the Puerto Rico Department of Treasury, indicating that the interested entity filed tax returns for the last five (5) years, or, if applicable, Model SC 2888 (*Manual Correction to Certification of Income Tax Filing*). If the interested entity did not file taxes for any of the last five (5) years, it will submit model SC 2781 along with the other certifications.
- .9 Certificate of the Registry of Merchants issued by the Treasury Department.
- .10 Negative Certification of Debt, Model SC 6096 of the Puerto Rico Department of Treasury, indicating that the interested entity has no outstanding debt.
- .11 If the interested entity has any debt outstanding with one of these agencies, and it has entered a payment plan, the interested entity will submit evidence of the plan's existence and that it is complying with the corresponding payment plan(s).
- .12 Affidavit Required by Act No. 2-2018 (Anticorruption Code). Each person interested in submitting a response to the RFQ must submit with the Procurement Division the affidavit required by Act No. 2-2018, as detailed in Attachment 9.

4. <u>General Terms, Conditions and Requirements.</u>

Responses to the RFQ and the RFP must comply with the requirements established in the respective sections of this Article 4, including the format and content requirements.

4.1 Challenges to the Contents of the RFQ/RFP Document.

Any party or organization that disagrees with the RFQ and RFP process outlined in this document may challenge it within three (3) business days of the date of publication of this RFQ/RFP document on the OCA's website. Failure to do so will be interpreted as acceptance of the terms and conditions governing both processes outlined herein.

The right to challenge the RFQ/RFP document referred to above must be submitted in writing to the Head of the Procurement Division. The communication must detail the specific objections and the basis for such objections. The Head of the Procurement Division will refer the communication for consideration by the Evaluation Committee once it is appointed.

Within five (5) business days after the challenge has been filed, the Evaluation Committee will make one of the following decisions:

- .1 reject the challenge and order that the processes continue;
- .2 amend the RFQ/RFP document and reissue it; or
- .3 cancel the procurement process altogether.

If the challenger is not satisfied with the Evaluation Committee's decision, it will have a term of five (5) business days to submit a request for reconsideration to the OCA's Administrative Director.

4.2 Reservation of Rights.

This section outlines a <u>non-exhaustive</u> list of rights, faculties and privileges of the OCA throughout the RFQ and RFP processes. This list does not mean, neither shall it be construed or interpreted to mean, that the OCA intends to limit or waive any other rights, faculties and privileges implicitly or explicitly granted thereto by this document and any other applicable

law or regulation.

- .1 **Cancellation.** The OCA reserves the right to cancel this RFQ/RFP process at any time and stage, without incurring any penalties or further obligations, provided said cancellation takes place before the contract(s) is (are) executed.
- .2 **Determine Time and Location.** The OCA reserves the right to specify the dates, times, and locations for the installation of equipment and provision of the services procured hereby.
- .3 **Responses Retention.** After the responses' submission deadlines, the OCA will retain all submitted documents and proposals. Offerors may withdraw their responses at any time before the established deadline.
- .4 **Negotiation.** The OCA reserves the right to negotiate fees, prices, costs, timelines, and other terms and conditions proposed by offerors, while following the order of negotiation established by the Evaluation Committee.
- .5 **Responses Rejection**. The OCA reserves the right to reject responses to the RFQ or the RFP if the response does not meet the RFQ or RFP requirements, respectively. This includes, but is not limited to, incomplete responses. Additionally, the OCA reserves the right to waive, at its discretion and for just cause, any requirement in the submitted proposals, and accept or reject any portion of a proposal in the best interest of the Judicial Branch.
- No Obligation to Compensate. The OCA will not be obligated to compensate any interested entity, including in the event of cancellation of the process or rejection of a proposal, for costs or expenses incurred in responding to the RFQ or the RFP, or negotiating the RFP or for any other activity related to the processes contemplated herein.
- .7 **Fraudulent Acts and Legal Proceedings**. Providing false or fraudulent information, including documentation, in a response to the RFQ or the RFP, will result in rejection of the response and removal from further consideration. Such cases will be referred to OCA's Office of Legal Affairs and relevant government agencies for potential administrative, civil, or criminal actions.
- .8 **Negotiation of Project Changes**. The OCA reserves the right to negotiate with Offerors reasonable changes to the Scope of Services, if those changes conform to the objectives of the RFP and benefit the Judicial Branch.
- .9 **Requests for Additional Information**. During the proposal evaluation and negotiation phases, the OCA and the Evaluation and Negotiation Committee(s) reserve the right to request additional information or clarifications from Offerors to validate compliance with RFP requirements. The Evaluation and Negotiation Committees may also request presentations from Offerors or hold individual meetings with one, several or all Offerors during these phases.
- .10 **Indemnification to the OCA.** The Offeror shall indemnify the OCA, its employees and representatives or agents, for all claims, damages, expenses, and attorney's fees incurred because of any negligence, culpable act, or omission by the Offeror, its directors, employees, agents and contractors according to the terms and conditions of the contract resulting from this RFP.
- .11 **Correction of clerical or mathematical errors in responses.** If a minor and obvious mistake in a response is suspected to have been caused by clerical or mathematical error, the specific portion of the response may be corrected by the Procurement Division or the Evaluation Committee.

4.3 Format of responses to the RFQ and the RFP.

Responses must follow the following format:

- .1 Must be bound with a clamp. Pages shall be on 8.5" x 11" paper and one-sided. Font type shall be Times New Roman, size 12, with single spacing and one-inch margins on all sides. Responses must be simple and concise. Documents and information presented in the responses must be relevant. Entities must refrain from including redundant or repetitive information.
- .2 Must include a table of contents identifying each main part or section. Each part of the response to the RFQ and the RFP must appear in the table of contents and must be organized according to the sequence outlined in Section 4.5 and 4.6, respectively.
- .3 Each response must indicate the section number and page number of this document to which the response refers.
- .4 Responses to the RFP containing technical drawings, diagrams or design plans must include them as appendices. These documents may be included in their original size or at a reduced scale. They are not bound by the page size standard established in paragraph 4.3.1 above. As regards electronic submissions (see Section 4.4), respondents may opt to include hyperlinks to high-resolution, full-size PDFs of technical drawings, diagrams or design plans stored in cloud storage or a secure server.

4.4 Form of submission of responses to the RFQ and RFP.

Responses must be submitted to the Procurement Division of the OCA in hardcopy alongside one electronic copy (in a USB) in a *readable and searchable* PDF format. The response must include all documents, materials and information required in this document. Any omission of information by the respondent is at the respondent's risk, as the OCA's Procurement Division and the Evaluation Committee will only consider information submitted with the response on or before the submission deadline, except as otherwise noted in this RFP.

Respondents assume all responsibility for delivering the complete response package to the specified location on or before the deadline for submission. The OCA is not responsible for any loss or delay regarding the submission of responses. Responses received by the Procurement Division after the submission deadline will not be accepted. The official time will be that of the Procurement Division's clock in the Atlantic Standard Time (AST) (UTC-04) (Puerto Rico timezone).

Respondents may not withdraw a response after the date and time of submission.

- .1 **RFQ.** Responses to the RFQ in hard copy must be submitted in a main sealed envelope with two additional sealed envelopes inside. One sealed envelope, properly labeled on the outside, will contain <u>audited financial statements for the tax year 2023</u>. The other envelope, also properly labeled on the outside, will contain the other documents required for the RFQ response.
- .2 **RFP.** Responses to the RFP in hard copy must be submitted in a main envelope with two additional sealed envelopes inside. One sealed envelope, properly labeled on the outside, will contain the price proposal (see Attachment 6). The second sealed envelope, also properly labeled on the outside, will contain the proposal with the relevant attachments. The proposal and the economic offer must be hand-signed by the Offeror's representative. The initials of the representative must also appear on the left side of the proposal pages. Any

corrections or edits made by hand on the proposal package prior to the submission must be initialed by the representative.

The main envelope to be used to submit responses to the RFQ and RFP must contain the following information on it:

PROJECT: Video Surveillance System and Integration to Existing Access Control

System and Alarms, Request for Proposals 25-01 RFP

DEADLINE FOR

SUBMISSION: Monday, April 14, 2025, at 5:00 PM

LOCATION: Office of Courts Administration

Procurement Division World Plaza Building

268 Ave. Muñoz Rivera, 14th Floor

Hato Rey, Puerto Rico

4.5 Responses to the RFQ.

- .1 **Standard of qualification:** The OCA will award contracts only to qualified, responsible companies with the experience and capacity to perform successfully under the RFP. In evaluating proposals, the OCA will assess the Offeror's responsibility by reviewing evidence of the following:
 - compliance with public policy, laws, regulations, and codes;
 - a proven track record, years of experience, and ability to meet contract commitments;
 - adequate financial, human, organizational, and technical resources; and
 - eligibility for government contracts (e.g., no debarment).
- .2 **RFQ response:** To ensure qualified main contractors, the OCA will conduct an RFQ process, led by the Procurement Division, based on this section's requirements and documents submitted to the Registry of Suppliers.

The qualified entities must have certified staff regularly engaged in the sale, installation, maintenance, and support of offered components, ensuring system integrity, compatibility, and integration with CMCR, access control, alarms, and other systems. Experience in installing, integrating, managing, and maintaining these systems, along with financial and operational resources, is required to meet the RFP's terms and legal requirements.

All interested entities must include the following documents in their response to the RFQ, which be compliant with other relevant sections of this Article 4.

Tab 1. Cover letter: Cover letter using the form provided in Attachment 1. The completed form must be notarized and included in the response along with any additional document requested herein. The document must be signed by the person authorized by the entity or respondent to act on the entity's behalf in this process. The person's information must be in accordance with the information provided in the Letter of Intent (Section 3.7).

- **Tab 2. Authorization:** Corporate resolution or equivalent document, designating the person signing the cover letter of the RFQ response as a representative of the entity for the purpose of the process and conferring the authority to make representations to the OCA on behalf of the entity.
- **Tab 3.** Required documents: Provide the following completed/signed documents.
 - Statement of the entity's qualifications (Attachment 1).
 - Authorization for verification of references (Attachment 2).
 - Experience form (Attachment 3).
 - Conflict of interest statement (Part III of Attachment 4).
 - Signed unilateral confidentiality agreement (Attachment 5).
 - Original Letter of Intent if it was first submitted electronically to the Procurement Division (See Section 3.7).
- **Tab 4. Narrative Submission (max four pages):** Provide a summary of the entity's proven capability to perform the required technical work, specifically in upgrading and integrating extensive video surveillance systems connected to a central control room and other high-security systems (access control, alarms) across multi-level facilities in multiple locations island-wide. The narrative should detail the entity's technical background, expertise, and experience, along with the respondent's capacity to coordinate and manage tasks outlined in Articles 5 and 6.

References: Ensure that references (Attachment 3) reflect relevant projects where the respondent served as the main contractor. The OCA will verify qualifications with these references.

Team Profiles: Include profiles showing the professional and technical qualifications of key personnel and assets available for the project. At minimum, attach an organization chart, resumes, and any relevant certifications for key personnel. Each resume should include:

- name, title (indicate contractor or employee), and role;
- relevant education and experience;
- specialized skills, training, credentials, or achievements related to the project;
- comparable projects on which the person has served in positions of similar responsibility within the last five years. Include the name, e-mail address, address and phone number of the contact person for each.
- **Tab 5.** Narrative Submission (max four pages): Describe the respondent's experience and institutional capacity for managing cost control, work quality, and adherence to schedules, budgets, and legal requirements (e.g., environmental, data, and employee privacy concerns). Include a summary of the respondent's experience with protocols for handling risks related to asbestos, lead, and other hazardous materials when installing equipment in older buildings.

Ensure that this discussion specifically relates to referenced projects in Attachment 3, where the respondent acted as the main contractor. The OCA will verify qualifications through the provided references.

- .3 **Notice of qualification:** Upon evaluation of each RFQ response, the OCA will issue a notice of qualification to all participants. The OCA's qualification decisions will be final and unappealable upon notification.
- .4 **Same Entity:** The entity submitting an RFP response must be the same entity that was initially reviewed and qualified by the OCA during the RFQ process, and all documents provided in response to the RFQ and RFP must specifically relate to this entity. If the interested entity is a subsidiary or affiliate of other companies, it must submit its own relevant documents alone (e.g., financial statements, qualifications). Any deviations may result in disqualification of the entity or proposal.
- .5 **Subcontracting:** Entities responding to the RFQ must understand that the OCA prohibits subcontracting CMCR live monitoring services. If subcontracting is intended, it must be clearly disclosed in the response, with detailed information on the subcontractor's intended scope, capabilities, and experience. Authorization from the OCA is required for any subcontractor, and the OCA reserves the right to (i) demand further information and documents to qualify the subcontractor, and (ii) deny approval.

4.6 Responses to the RFP.

- .1 **Proposal Eligibility:** Only qualified entities may submit a proposal package in response to the RFP. Proposals must follow the instructions and terms outlined, demonstrate that the technical solution meets RFP standards, and include a reasonable cost estimate.
- .2 **Offeror Agreement:** By submitting a response, the Offeror agrees to the RFP's terms and conditions and must review all elements of the RFP. Failure to do so is at the Offeror's risk.
- .3 **Required Proposal Documents:** Qualified entities must include the following documents, ensuring compliance with Article 4 requirements.
 - **Tab 1.** Cover Letter Briefly describe the technical solution and summarize the proposed project price. The cover letter must include:
 - a. Confirmation of the entity's understanding and acceptance of the RFP terms and commitment to compliance.
 - b. A declaration that, since the RFQ submission:
 - No contracts for similar services have been terminated early or non-renewed due to poor performance.
 - No adverse notifications from government entities affect the Offeror's ability to provide the RFP services.
 - The Offeror and assigned employees are licensed and in compliance with relevant laws.
 - No pending litigation, grievances, or actions (e.g., misdemeanors or government-related issues) impact the scope of this RFP. If there are any, the Offeror must provide details in the cover letter.
 - c. The letter must be signed by the Offeror's authorized representative (name, title, phone, and email), matching the information in the Letter of Intent (Section 3.7) and the corporate resolution (or like document) submitted with the RFQ response (Paragraph 4.5.2, Tab 2).

If there has been a representative change not previously reported, a corporate resolution or affidavit (if applicable) authorizing the new representative to act on behalf of the entity must be provided. Tab 1 must not exceed four pages, according to the format outlined in Section 4.3.

- **Tab 2.** Other documents: Provide a notarized Non-Collusive Affidavit (Attachment 7).
- **Tab 3. Technical Solution:** Present a detailed technical solution (hardware and software) that meets or exceeds each requirement in the Minimum Technical Requirements section (Article 5), following the order specified therein. Offerors must ensure proposed off-the-shelf equipment, hardware, and software are compatible with and allow full interoperability among new and existing VSS components, regardless of brand or model. Tab 3 should be organized as a table (see format in Attachment 10) describing all components and materials by facility, specifying amounts, discussing whether the proposed component's specifications meet or exceed specifications in Article 5. Please present technical solution of the CMCR as a separate facility from those listed in Attachment 8.
- Tab 4. Workplan and Project Implementation Approach: Outline the approach to implementing the technical solution. Offeror must discuss how it plans to undertake key stages of the project such as (i) planning and design, (ii) infrastructure setup (installing power, cabling, and network equipment, along with securing mounting locations to ensure structural integrity), (iii) device installation (with cameras, sensors, and recorders mounted at specified locations configured for optimal coverage), (iv) network configuration (connection of each facility's cameras to the CMCR with secure data protocols and access controls), (v) systems integration and testing (ensure all devices function correctly within the CMCR software and with existing access control and alarms systems, verifying connectivity, video quality, and monitoring capabilities).

The approach to implementing the technical solution must include workplans, project itinerary, quality control plans, and project management methods to manage time schedules and to perform the work according to budget constraints. Discuss how the Offeror's experience, expertise, and resources (human, financial and material) support successful project execution as proposed, highlighting understanding of legal and environmental requirements. Identify key personnel to be assigned to the project and their relevant licenses, certifications, trainings, and experience. Some of the requested information may already appear in the RFQ response, but here the Offeror must present it to emphasize their ability to perform the work and meet the OCA's project requirements. Tab 4 should not exceed ten pages, per Section 4.3 formatting requirements.

Tab 5. Training, Maintenance, Support, and Warranty: Please provide a proposal detailing how the Offeror will fulfill each service outlined in Sections 6.1 through 6.7. The Proposal must highlight the Offeror's expertise and experience providing long-term value through reliable warranties, proactive maintenance, and responsive client-centric support with defined contact points. This section should not exceed five pages and should adhere to the formatting guidelines specified in Section 4.3.

Tab 6. Pricing Schedule: Complete and include Attachment 6 (Price Proposal) as the basis for the price format. Offerors may adjust the attachment to include necessary price details, while keeping Attachment 6 as the main format.

Offerors should propose the most cost-effective solution that fully meets RFP requirements, with itemized pricing for all products (Article 5) and services (Article 6) in the solution. Price proposals should break down costs per facility clearly and comprehensively. For the installation phase, price proposals must reflect the following:

- transactions will be via direct purchase;
- the OCA's general policy is not to make upfront payments; however, pursuant to the Puerto Rico Treasury Department's Regulation Number 31, *Pago por Anticipado de Bienes o Servicios al Gobierno de Puerto Rico*, the OCA, at its sole discretion, can make exceptions when the upfront payment is partial, and the contractor proves it is strictly necessary and benefits the Judicial Branch;
- the OCA will make payments based on invoices for each completed facility
 and final total acceptance of the project (following configuration of the VSS,
 integration with existing systems, validation tests and evaluations, and
 acceptance testing and final approval), for which Offerors must present a
 payment structure based on said milestones;
- the OCA will retain ten percent (10%) of each payment related to termination of each facility until final total project acceptance; and
- the contract term will be five (5) years (for installation and pos-installation services (training, maintenance, support and warranty)).

Offerors who include the CMCR in its proposed scope of services must plan to commence work with that facility.

The OCA will compare proposed pricing with other proposals and its own budget and may request a Best and Final Offer (BAFO) from one or more Offerors during negotiations. Pricing will be valid for the contract duration.

Proposals deemed "materially unbalanced" — with significantly understated prices for some work and overstated prices for others — will be rejected. This assessment will consider industry standards and RFP responses. Include only essential information in this tab.

4.7 Proposal Content Acceptance (RFP).

Once an Offeror submits a proposal, its contents may become contractually binding with the OCA if the Offeror is selected, subject to the contract negotiation phase by the OCA. Any limitations or inconsistencies in the proposal that are attributable to the Offeror and hinder compliance with the proposed terms and conditions will constitute sufficient grounds for the OCA to terminate negotiations, cancel any signed contract, and seek any available legal remedies.

4.8 Legal Standards (RFP).

All matters and issues related to the RFP contemplated herein, as well as any contract resulting from the RFP shall be governed by the OCA regulation titled *Reglamento de Subastas Formales*

de la Rama Judicial. Proposal submission by an Offeror constitutes said Offeror's agreement to abide by all terms and conditions listed in this document.

4.9 Bid Bond (RFP).

All Offerors must post a bid bond along with the submission of the proposal. The bid bond is aimed at guaranteeing the proposal price. The amount of the deposit must be fifteen percent (15%) of the offered price. Upon adjudication of the RFP, and if no requests for reconsideration are submitted within the term allowed to do so, OCA will return all the submitted bid bonds, except those of the selected proposing party or parties. The bid bonds corresponding to those parties will be returned upon contract execution.

If a request for reconsideration is submitted, all bid bonds will be held until the reconsideration request is resolved. Once the Procurement Division is notified that all reconsiderations have been resolved, the bid bonds will be returned following as per the previous paragraph.

All required bonds shall designate the **Secretary of the Treasury** as obligee. The acceptable forms of bond are: (1) certified check, (2) postal or bank money orders, or (3) bond issued by an insurance company duly licensed by the Department of State and the Office of the Insurance Commissioner of Puerto Rico. **Bonds will not be accepted for amounts less than those required or designating an obligee that is not the Secretary of the Treasury.**

4.10 Proposal Evaluation Phase (RFP).

The proposal evaluation process will be rigorous. The OCA will appoint an Evaluation Committee (hereinafter, the "EC") responsible for responding to questions related to the RFP and for evaluating and selecting property and services offered in submitted proposals.

The EC will carry out the first evaluation of the proposals. The EC will initially evaluate whether any proposal is vague or omits the degree of detail expected by the OCA. Proposals that lack specificity, clarity, organization and format, or omit information specifically required in this document, are considered "non-responsive" and may be rejected outright or penalized through lower scores. The EC will evaluate the proposals based on the evaluation criteria established in this RFP. The EC evaluates the responsive proposals and assigns scores according to the Evaluation Criteria. The Offerors are ordered based on the score received, which constitutes the recommended negotiation order.

If there is only one proposal for one or several OCA facilities, the Evaluation Committee might recommend the Administrative Director to authorize negotiations with the sole proponent or to cancel the RFP.

During the evaluation of proposals, the Evaluation Committee may determine that the RFP needs to be amended. In such a case, the Chairperson of the Committee must notify the Offerors of the amendment. The complexity of the requested amendment will be considered when setting the deadline for Offerors to submit their responses to the amendment notice.

The EC shall notify the Administrative Director whether they recommend the OCA to proceed to the negotiation phase. The Administrative Director makes the determination, based on the information from the EC, on whether the OCA will proceed with the negotiation phase. If it is decided to continue with the negotiation, Offerors are notified in writing of the negotiation order recommended.

4.11 Evaluation Criteria (RFP).

The OCA will make an award to the Offeror(s) whose offer(s) is (are) most advantageous for the OCA, all factors considered. The information provided by the Offeror in the response to the RFQ will be used to evaluate the proposal (see first two evaluation criteria in the table below). As is characteristic of RFP processes, price is just one evaluation criterion and is as important as other factors.

The following factors will be utilized by the OCA to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the Offeror submits within his/her proposal submittal.

EVALUATION CRITERIA	POINT VALUE
Offeror's Experience and Resources*: The Committee will evaluate the Offeror's experience and institutional capabilities to perform as the main contractor on projects of similar complexity, including evidence of human, financial and other material or organizational resources.	15
Compliance of Proposal with Format, Organization, Clarity and other General Requirements: The Committee evaluate the extent to which the proposal is consistent with requirements of form, style and otherwise outlined in the RFP document, particularly as set forth in, but not limited to, Sections 4.3, 4.4 and 4.6. The contents are clear, detailed and well organized pursuant to the order of Sections 5.2, 6.1 through 6.7, and otherwise.	5
Technical Solution Proposal: The Committee will evaluate the extent to which the Offeror's technical proposal meets or exceeds the minimum technical specifications set forth in Article 5. The Offeror must demonstrate full compliance with technical specifications and prove that the hardware and software ensure compatibility and interoperability with both new and existing components of the VSS, access control, and alarm systems.	20
Project Implementation: The Committee will evaluate the Offeror's work plan, including quality and cost control measures, detailed project itinerary, and project management methodologies that demonstrate a proven ability to meet time schedules, adhere to budget constraints, and comply with all relevant legal and environmental requirements.	20
Service Proposal: The Committee will ascertain that the service proposal (training, maintenance, support, and warranty) offers a comprehensive, customized scope with clear deliverables, compliant and measurable against the minimum terms established in Article 6. Offerors must demonstrate how their expertise and experience in these services deliver long-term value to the OCA through reliable warranties and proactive maintenance. They must also showcase a client-centric support	20

approach with clearly defined contact points.

Economic offers for the technical solution (Art. 5) and the services (Art. 6): The economic offer must be itemized, transparent, with predictable cost structures and a clear cost breakdown and straightforward terms; competitive by industry standards and offering added value to the OCA; and aligned with the OCA's specific needs as stated in the RFP.

TOTAL POINTS AVAILABLE

100

20

4.12 Negotiation Phase (RFP).

Once the bidders are notified of the order of negotiation, if that is the determination of the OCA, and the term to request reconsideration has expired, the Administrative Director will designate a Negotiation Committee (hereinafter, the "NC") or entrust the OCA Bid Board to begin negotiations in accordance with the notice to the proponents.

The order of negotiation shall be determined based on the scoring system detailed in Section 4.11. The order of negotiation will be established from highest to lowest total score. Consequently, the negotiation will begin with the proponent who obtained the highest score. If an agreement between the NC and the Offeror is not reached, the NC will move to start negotiations with the proponent with the next best score.

When a favorable agreement is reached, the Chairperson of the NC or the Secretary of the Bid Board, as applicable, will serve the Offerors with the RFP Award Notice and the OCA will proceed as detailed in Article 5.

4.13 Contract Award (RFP).

Pursuant to the *Reglamento de Subastas Formales de la Rama Judicial*, upon reaching a favorable agreement, the Chair of the Negotiation Committee or the Secretary of the Bid Board, as applicable, will notify the award of the RFP, which means the selection of proposal(s). The notice will be made to Offerors who submitted proposals, the Head of the Procurement Division and the petitionary administrative unit.

The notice of award will be deemed final for the purpose of requesting reconsideration.

4.14 Insurance Requirements (RFP).

Satisfactory proof of existence of insurance must be presented within ten (10) days of notice of award. The insurance coverage required to all selected Offeror(s) are Workers' Compensation Insurance, Public Liability, Automobile, Professional Liability and Errors and Omissions and Property Insurance coverage. Insurance policies shall be maintained for the entire duration of the proposed contract. Deductible levels shall not exceed one thousand dollars (\$1,000) per

^{*} The Evaluation Committee may review information from the Offerors' RFQ responses to evaluate compliance with criteria such as experience, financial capacity, and other factors relevant to the proposal's scope. Offerors must ensure they provide all information requested in this RFP, even if it was requested and included in the RFQ.

occurrence on any policy. Proof that these requirements are being met by the selected Offeror(s) must be provided prior to contract execution. The Department of Legal Affairs of the OCA will evaluate the insurance related documents and will determine if the documents are sufficient and adequate proof of compliance with the insurance requirements set forth herein. The OCA reserves the right to demand any insurance related document necessary to prove compliance with the requirements in this section.

The insurance policies shall be obtained from insurers authorized to do business in the Commonwealth of Puerto Rico by the Insurance Commissioner and classified by A.M. Best as class A- (excellent) or higher.

All policies must be in the amounts set forth below. Upon notice of award, the *Oficina de Administración de los Tribunales* and the *Rama Judicial* must be named additional insured on all policies, as applicable, and the policy must provide that coverage cannot be canceled without notice to the OCA at least thirty (30) days before the effective date of such cancellation. Notwithstanding the foregoing, the OCA reserves the right, in its sole discretion, to raise, waive or reduce the limits of any insurance coverage, including deductibles, required under this RFP, or to otherwise modify insurance requirements as it deems appropriate.

The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in the suspension of all payments until the new certificate is furnished. If satisfactory proof of compliance with this section is not met within ten (10) days of notice of award, the OCA may immediately cancel any award or contract.

- .1 Worker's Compensation (State Insurance Fund Corporation). In compliance with Law No. 45 of April 18, 1935, as amended, known as the Puerto Rico Compensation System for Work-Related Accidents Act.
- .2 **Commercial General Liability** (coverage against losses resulting in bodily injury, personal injury and property damage caused by or arising out of the contractor's operations under the contract; including Contractual Liability; Products and Completed Operations):
 - Combined Single Limit:

\$3,000,000 for Each Occurrence, in primary policy or through use of Umbrella or Excess Limits.

If policy contains a general aggregate limit, it shall apply separately to each project.

- Products and Completed Operations Insurance shall be maintained for a minimum period of one (1) year after final payment, and the Contractor shall continue to provide evidence of such coverage to the OCA on an annual basis.
- .3 **Automobile Liability (Owned, Non-Owned, Hired).** \$3,000,000 for Each Accident (Bodily Injury and Property Damage) in primary policy or through use of Umbrella or Excess Limits.
- .4 Professional Liability/Errors and Omissions:
 - Minimum Limits: \$3,000,000......Each Claim

4.15 Performance & Payment Bonds (RFP).

In addition to the Bid Bond described in Section 4.9, which must be submitted as specified therein, the selected Offeror(s) must provide the following bonds: (i) a performance bond and a payment bond to cover all activities related to the acquisition, installation, configuration, validation of the project (up to acceptance of the project by the OCA), and (ii) a performance bond to cover the training, maintenance, support and warranty phase of the contract. The bonds in (i), above, must cover the portion of the contract sum allocated to activities leading up to the project's acceptance by the OCA. The bond in (ii) must cover the remaining portion of the contract sum. The bonds must be provided to the Procurement Division of the OCA no later than ten (10) calendar days following the notice of award. The selected proposer(s) shall pay all premiums for said bonds. The performance bonds will guarantee the execution of each phase of the contract and shall be valid throughout the term thereof. The payment bond shall guarantee the faithful payment of all obligations arising from the project until its final acceptance by the OCA. The OCA will return the bonds required in (i) when the project is finally accepted by the OCA. The bond in (ii) must cover the services to be provided by the contractor(s) from the date of acceptance of the project throughout the expiration or early termination of the contract(s).

Every bond to be obtained under Sections 4.15 and 4.9 must designate the <u>Secretario de Hacienda</u> (Secretary of the Treasury) as obligee. The acceptable forms of the bonds are: (1) certified check, (2) postal or bank money orders, or (3) insurance bonds issued by an insurance company duly licensed by the Commissioner of Insurance of Puerto Rico with an A.M. Best rating of A- or higher. Bonds will not be accepted for amounts less than those required or designating an obligee that is not the Secretary of the Treasury.

Delay in complying with this requirement may lead to the annulment of the award.

4.16 Required documents for government contracts (RFP).

Prior to execution of the contract(s), the Procurement Division will review the status of all documents of the selected Offeror(s) submitted to the Registry of Suppliers. The selected Offeror(s) must submit up-to-date versions of any expired document prior to the execution of the contract(s).

4.17 Contract terms and conditions (RFP).

.1 The OCA will award a contract(s) to the Offeror(s) whose proposal is considered to best meet the RFP requirements based on the proposed technical approach, financial offer, and other evaluation criteria for the requested solution components.

The contract(s) to be awarded will be drafted and approved by OCA's Office of Legal Affairs, according to the specifications, provisions, terms, and conditions of this RFP and the content of the selected proposal(s). The language of the draft contract will not be subject to negotiation, including, but not limited to, terms and conditions associated with liability limits, insurance policies, compliance with tax or government contracting laws, and contract resolution or termination. In addition, the following clauses will not be subject to modification or negotiation, except in circumstances where applicability can vary according to laws and regulations, if a clause or clauses are not applicable to the Offeror, and if the clauses are not in the best interest of the Judicial Branch:

Clauses regarding the description and nature of the goods and services to be acquired

or contracted by the OCA according to the specifications of this RFP and the content of the selected proposal(s).

- Invoicing
- Waivers or limitations of liability
- Pecuniary interest
- No employee relationship or contract incompatibility
- Fringe benefits
- Workers' compensation
- Duty of loyalty
- Confidentiality
- Compliance with professional standards
- Breach of contract, negligence, or abandonment
- Prohibition of assignment
- Prohibition of delegation
- Subcontracting
- No waiver
- Termination
- Governing law, interpretation, and jurisdiction
- Entire agreement
- Rendering services without a contract
- Registration with the Comptroller's Office

The OCA will reject the addition of any clauses or contractual responsibilities that are contrary to the specifications of this RFP, or that in any way condition, modify, or alter the scope of the requested services and the selected proposal(s). Likewise, additional contractual clauses or responsibilities that are contrary to the terms and conditions of this RFP document will not be accepted.

- .2 Notwithstanding the foregoing, the final draft of the contract(s) to be awarded will be evaluated by the Office of Legal Affairs and will be subject to changes before final approval by said office.
- .3 Before contract execution, the OCA retains discretion to determine whether to acquire the technical solutions in whole or in part based on operational needs and available funds. During the contract term, the OCA may eliminate or reduce the scope of any solution components or expand the RFP's scope by adding services or products inherent to the VSS, provided these changes comply with applicable government procurement laws and practices.
- .4 The Contractor shall not assign any rights or delegate any duties related to the work proposed in this RFP—including selling or transferring the contract—without prior written consent from the OCA. Any unauthorized assignment or delegation shall be void and may lead to contract cancellation or full or partial forfeiture of funds paid to the Contractor, as determined by the OCA.
- .5 It is implicit that time spent reviewing the OCA policies, procedures, files, or standard contracts in preparation to provide the VSS shall not be invoiced to the OCA.

4.18 Request for Reconsideration (RFP).

Pursuant to the *Reglamento de Subastas Formales de la Rama Judicial*, any party adversely affected by any of the following decisions may request reconsideration before the Administrative Director of the OCA:

- .1 the award of a negotiated purchase (RFP);
- .2 a decision by the Evaluation Committee regarding a challenge to the process or;
- .3 the proposer order established by the Evaluation Committee for proposal negotiation.

The request for reconsideration must be submitted in writing within five (5) business days from the date a copy of the notification of the challenged decision is filed on record. If the notification's filing date is different from the mailing date, the term will be calculated from the mailing date. If the date is different, the petitioning party must prove the date on which the notification was made.

The request for reconsideration must contain clear, reasonable, and specific grounds, and be accompanied by documentary evidence supporting the allegations, if applicable. The request must specify the RFP number.

In addition, the petitioner must certify that a copy of the request for reconsideration has been delivered to each of the parties notified in the contested decision, the Head of the Procurement Division, and to the Bid Board when the latter intervenes. Any request for reconsideration that does not comply with the requirements established herein will be rejected outright.

The presentation of any request for reconsideration will paralyze the process for the solution component(s) or item(s) specified in the request for reconsideration.

4.19 Reconsideration Procedure (RFP).

- .1 The Administrative Director will refer the request for reconsideration to the Office of Legal Affairs, which will investigate and issue a recommendation in response to the referral once the inquiry is completed.
- .2 The Bid Board, the Evaluation Committee or the Negotiation Committee, as applicable, will submit its comments to the Office of Legal Affairs within a term of ten (10) business days from the presentation of the request for reconsideration. The Office of Legal Affairs will examine the submitted comments, the corresponding file and any other pertinent evidence, and may summon witnesses if deemed necessary.
- .3 The petitioning party may request an informational meeting with the Office of Legal Affairs to present evidence that is considered essential towards resolving the request for reconsideration. The petitioning party must submit a request in writing with all the grounds that justify granting such a meeting. The Office of Legal Affairs will have the discretion to grant or deny the meeting request, based on the grounds outlined in the latter.
- .4 Once the review and analysis of all collected evidence is completed, the Office of Legal Affairs will issue its recommendations to the Administrative Director.
- .5 The Administrative Director will consider the recommendations and issue his/her final decision.
- .6 The Office of Legal Affairs will notify the Administrative Director's final decision to all interested parties within a term of five (5) days after decision issuance. The notification will certify that all parties have been properly notified. The notification will be sent by regular mail.

4.20 Judicial Review (RFP).

Pursuant to Article XIX of the *Reglamento de Subastas Formales de la Rama Judicial*, any party adversely affected by the Administrative Director's decision may request a judicial review before the Court of Appeals within a term of ten (10) days from the date a copy of the notification of the Administrative Director's final decision is filed on record. If the decision's filing date is different from the mailing date, the term will be calculated from the mailing date. If the date is different, the petitioning party must prove the date on which the notification was made. The appellant must also notify such action to the Administrative Director and all interested parties of such action.

The presentation of an appeal for judicial review before the Court of Appeals shall not have the effect of paralyzing the proceedings associated with the Administrative Director's decision.

4.21 Availability of Funds (RFP).

The financial obligations that can be incurred by the Commonwealth of Puerto Rico's government each fiscal year depend on the funding levels approved by the Legislature in its consolidated budget. For this reason, non-availability of funds will be sufficient grounds for the OCA, at its sole discretion, to refrain from executing the contract, terminate it or reduce the scope of services or the contracted financial obligations.

5. MINIMUM TECHNICAL REQUIREMENTS (MTR).

5.1 General provisions regarding proposal and MTRs.

- .1 **Technical Solution Description**: Each Offeror must restate the minimum technical requirements from Section 5.2 and describe how the proposal meets or exceeds each requirement. If an Offeror proposes modifications, expansions, updates or alterations regarding the access control and alarm systems described in Section 5.3, the Offeror must include the corresponding pricing information in Table 3 of Attachment 6 and provide a detailed components description in Table 1 of Attachment 10.
- .2 **Scope of Services Options**: Offerors may submit proposals for either part or all the scope of work and services in this RFP.
- .3 **Site Review and Surveillance Needs**: Offerors must review areas at each Judicial Branch facility where surveillance, control, and alarm equipment are needed, in coordination with an OCA representative. This will be conducted during walkthroughs and via written materials shared with RFQ-compliant companies. Proposals should specify the quantity, types, and placement of cameras at each monitored location.
- .4 **Video Analytics Capabilities**: Offerors should outline the video analytics features of the proposed equipment and explain how these capabilities support the security objectives of the Judicial Branch, including any legal considerations associated with specific analytics functions.
- .5 **Integration of Current and New VSS**: Offerors must propose a solution that integrates existing VSS locations with the new system.
- .6 **Enhanced Specifications**: Offerors may propose components with higher or enhanced specifications or additional features, providing a justification of their value to the Judicial Branch relative to cost.
- .7 **Future Facility Integration**: The solution should enable integration of all locations listed in Attachment 8 into the new VSS and be scalable for future facilities. Such integrations will be added to the contract through amendments as permitted by law.

- .8 **Administrator Role Management**: The system must allow for multiple administrative levels with distinct roles and permissions.
- .9 **Software and Firmware Support**: All equipment listed in Section 5.2, or alternative equipment meeting the same or higher standards, must include necessary software, licensing and firmware updates and support.
- .10 Itemized Cost Proposal for Feature Selection: The cost proposal must be sufficiently itemized to allow the OCA to have flexibility in the selection of the VSS components' capabilities. Regardless of whether the technical solution strictly meets the MTRs or includes enhancements, the cost proposal must detail the pricing of each feature or capability individually. This will enable the OCA to make informed decisions on selecting or omitting specific features based on budgetary considerations and/or project requirements.

5.2 Minimum technical requirements.

The minimum technical requirements are the following:

- .1 **IP Cameras.** All indoor and outdoor cameras must conform to IP (Internet Protocol) standards and must be equipped with AI-powered video analytics capabilities. Outdoor and indoor cameras must comply with Section 889 of the National Defense Authorization Act for Fiscal Year 2019, Public Law No. 115-232. The IP cameras will be integrated into the existing network and will be positioned with input from the OCA during installation for proper coverage areas.
 - a. **Outdoor Cameras**: The OCA requires Full High-Definition outdoor cameras featuring day/night capability with infrared illumination for night visibility, and people and vehicle detection. The equipment must meet the following minimum specifications:
 - i. **Type**: PTZ (Pan-Tilt-Zoom) cameras, Dome, Fixed Bullet or other types deemed suitable for the application, location and required coverage area according to each Judicial Branch facility.
 - ii. **Resolution**: At least 4K (Ultra HD) for the areas that require high detailed vision.
 - iii. Lens:
 - PTZ cameras must have a motorized zoom lens with a wide focal range, capable of 360-degree pan and up to 90-degree tilt.
 - Dome and fixed bullet cameras must have a motorized zoom lens with a suitable focal range for the intended coverage area.
 - Offerors must provide lens specifications for other types of cameras according to the application, location and required coverage area according to each Judicial Branch facility.
 - iv. **Low Light Capability**: Minimum illumination of 0.1 lux in color mode. Infrared (IR) for night vision with a minimum range of 100 meters.
 - v. **Compression**: H.264 or H.265 video compression to optimize bandwidth and storage.
 - vi. Audio: Built-in microphone and capacity to transmit audio to external speakers.
 - vii. Weather Resistance: IP67 or higher for outdoor use; IK10 for vandal resistance.
 - viii. **Power**: The devices shall be PoE compliant with IEEE 802.3at (PoE+) or IEEE 802.3bt (PoE++) standards, while also supporting the IEEE 802.3af (PoE) standard. The device shall be wired to the most convenient MDF or IDF.

- ix. **Video analytics**: Full analytic capabilities including, but not limited to, unusual activities, facial recognition, person of interest functionalities and automatic license plate recognition.
- x. **Notifications**: Tamper alarm options to alert CMCR when a camera is being damaged.
- xi. **Camera labeling**: All outdoor cameras shall be affixed with the corresponding manufacturer identification sticker and a permanent self-adhesive label with minimum 3/4-inch-high characters conforming to the OCA labeling schema.

b. Indoor Cameras.

- i. **Type**: Dome, fixed cameras or other types deemed suitable for the application, location and required coverage area according to each judicial facility.
- ii. **Resolution**: At least 2K to 5 MP resolution (Ultra HD) for high-detail areas.
- iii. **Lens**: Fixed or varifocal lenses with a minimum field of view of 90 degrees. Varifocal lenses should have motorized zoom.
- iv. **Low Light Capability**: Minimum illumination of 0.1 lux in color mode. Infrared (IR) for night vision if needed, with appropriate range.
- v. **Compression**: H.264 or H.265 video compression to optimize bandwidth and storage.
- vi. **Weather Resistance**: IP67 or higher for indoor use; IK10 for vandal resistance (if applicable).
- vii. **Power**: The devices shall be PoE compliant with IEEE 802.3at (PoE+) or IEEE 802.3bt (PoE++) standards, while also supporting the IEEE 802.3af (PoE) standard. The device shall be wired to the most convenient MDF or IDF.
- viii. **Video analytics**: Full analytic capabilities including, but not limited to, unusual activities, facial recognition and person of interest functionalities.
- ix. **Notifications**: Tamper alarm options to alert CMCR when a camera is being damaged.
- x. **Camera labeling**: All indoor cameras shall be affixed with the corresponding manufacturer identification sticker and a permanent self-adhesive label with a minimum of 3/4-inch-high characters conforming to the OCA labeling schema.

xi. **Encoders**:

- 4-Port H.264 Analog Video Encoder.
- The encoders must be equivalent or comparable to AVIGILON's ENC-4P-H264.

c. Local Network Video Recorder (NVR) Specifications.

- i. **Model**: NVR compatible with the IP camera models in use.
- ii. Storage Capacity:
 - Sufficient storage per location.
 - Minimum retention requirement of thirty (30) days of 24/7 recording.
 - Scalable capacity based on the number of cameras, resolution, and retention requirements.
- iii. **Form of Storage**: Different forms of storage may be proposed from NVR internal hard drives (with RAID configuration for data redundancy and reliability), network attached storage (NAS), cloud storage or hybrid system.

- iv. **Recording Frame Rate**: Support for recording at camera's full frame rate (e.g., 30 fps).
- v. **Compression Support**: Compatibility with H.264 or H.265 video compression.
- vi. **Network Interface**: Gigabit Ethernet ports for network connectivity.
- vii. **Management**:
 - Local interface for configuration and playback.
 - Remote access capabilities for integration with central VMS.
- viii. **Login**: System shall have a single login and allow multiple levels of administrators that will have varying roles in the system for account management and allow administrators to designate permissions to cameras and sites individually.
 - ix. **Access**: Accessible remotely thought internal judicial branch security VLAN and encrypted communication on CLOUD information and access codes.
 - x. **View**: Customizable Multiview for both live and recorded cameras.
 - xi. **Video Playback Analysis**: Ability to search through video at 1x to 3X speed and select start and stop points by time or better playback capabilities.
- xii. **Download**: The NVR must be able to:
 - Download the user selected time frame of video per camera in mp4 format.
 - Download on multiple storage devices (Pendrive, CD, etc..).
 - Provide playback software to view videos from multiple storage devices. The software must be recorded on the storage device on which the security video is saved. The software must have *integrity verification* or *authenticity verification* functionality to validate the integrity of the saved video for evidence purposes.

d. Judicial Centers' Security Monitoring Room (SMR) & Central Monitoring and Control Room (CMCR).

The solution must include an SMR at each judicial center from where the Office of the Regional Marshal will monitor the system locally, which includes access control, and the alarms and video surveillance systems. In addition, the Judicial Branch will own and independently operate a CMCR located at the World Plaza Building. Offerors must propose off-the-shelf equipment, hardware and software, that ensures full compatibility and interoperability among all new and existing VSS components, regardless of brand or model. The proposed solution must also support seamless interaction between all SMRs and the CMCR, enabling consistent communication and functionality across the entire VSS network.

Offerors who currently provide or can provide CMCR services—such as monitoring, storage, and video management—from their facility are strongly encouraged to propose these services for holidays, weekends, and non-working hours. A description of these services must be included in the response to Section 6.4. While all Offerors with adequate experience, expertise and capabilities to design and build the CMCR at the World Plaza are encouraged to include it within the scope of the proposal. Offerors including the World Plaza CMCR design and construction in their proposal must begin project work with that facility. The SMR and the CMCR must include the following:

i. Video Management System (VMS).

- **Software**: Centralized VMS that supports integration with all local NVRs and IP cameras.
- **Features**: Live monitoring, video playback, analytics, search and retrieval, alarm management, and reporting tools.
- Scalability: Ability to scale up to accommodate additional cameras and locations.
- User Interface: Intuitive interface with customizable views and dashboards.
- Integration: Capability of integrating the new VSS and the Access Control and Intrusion Alarm Systems. If any location is ultimately excluded from this RFP, the VMS must also be capable of communicating with those locations for full integration. Please confirm in your proposal if and what equipment at the excluded locations will need updating to permit integration with the VMS.
- **Views**: Map view where the overhead view of the site (i.e. Google, floor plans map) is displayed and the location and direction of each camera is shown. A live view of the camera must be displayed with the selection of the corresponding camera.
- **Interoperability with fire alarm systems**: Upon availability the SMR and the CMCR system must receive a fire alarm message.

ii. Hardware.

- Workstations: High-performance workstations with a 40" monitor and multimonitor setups (minimum dual monitors per workstation) for live monitoring and management.
- Control Interfaces: Joysticks or control panels for PTZ cameras, if applicable.
- iii. **Redundant Storage.** The Security Monitoring Room must be equipped with some form of redundant storage where footing can be periodically transferred from local NVRs and stored. Different forms of storage may be proposed from an NVR to network attached storage or cloud storage.

iv. Analytics.

- **Video Analytics**: Integration with VMS for features such as motion detection, facial recognition, license plate recognition, and people counting.
- Alerts and Notifications: Configurable alerts based on analytics and events (e.g., motion detection, camera tampering). Notification of critical system events in multiple forms such as pop-up alerts, text messages, live public link, e-mail and others.

v. Power and Backup.

• **UPS** (**Uninterruptible Power Supply**): Sufficient to power the CMCR equipment and the local NVRs for a minimum of thirty (30) minutes during a power outage and data switches.

vi. Security and Access Control.

- Physical Security.
 - Secure access to the CMCR and local NVRs
 - Restricted access to authorized personnel only.
- e. **Cybersecurity**. Firewalls, encryption, and secure authentication mechanisms to protect video data and network from unauthorized access.

f. Licensing: All the equipment in the proposed solution must include the required software licenses.

g. Network Infrastructure.

i. Cabling.

- Ethernet cables must be plenum category 6 or higher for PoE connectivity. Deviation from plenum category 6 cable in the installation, without written consent from an authorized OCA representative, will be removed and replaced at no expense to the OCA.
- Cabling to connect the IP cameras to the appropriate MDF or IDF closet must not exceed the industry standard length.
- The patch cords that connect from the switch port to the patch panel must be five (5) feet long and blue color.
- The patch cords that end in the equipment to be installed will be ten (10) feet long, blue color.
- The terminations in the Judicial Centers go from the patch panel to the room where it will end in a two (2) by two (2) box, in Panduit connectors. The OCA will supply all modular patch panels, which are Panduit brand (existing in the communications cabinets). In the Judicial Centers there are acoustic panels, except in the courtrooms.
- Service loops of fifty-four (54) inches shall be placed above each ceiling at the
 field cable location and a minimum of six (6) feet or more at each MDF or IDF.
 Existing service loop pathways shall be followed. Any cable without the abovementioned service loop will be required to be replaced and installed correctly.
 Deviation from this will result is the cable being removed and replaced at no cost
 for the OCA.
- Labeling shall also conform with the OCA labeling structure which will be provided to successful Offeror. Each cable must be labeled with permanent self-adhesive label with minimum 1/8-inch-high characters in the following locations. Use labels on face of data patch panels. Provide facility assignment records in a protective cover at each telecommunications closet location.

ii. Penetrations and Perforations.

• Every penetration or perforations thought walls shall be consulted with the designated OCA representative. Deviation from this requirement will result in the removal of the equipment or installation of materials at no cost for the OCA.

iii. Outlet labeling.

• Each outlet must be labeled with a permanent self-adhesive label with a minimum of 3/16- inch-high characters. Labeling shall also conform with the OCA labeling structure which will be provided to successful Offeror.

iv. Testing.

- Testing shall conform to TIA/EIA TSB-67 Transmission Performance Specifications for Field.
- Test each pair and shield of each cable for opens, shorts, grounds, and pair reversal to ensure they meet TIA/EIA TSB-67 and ANSI/TIA/EIA- 568-A1

requirements. Correct grounded and reversed pairs. Examine open and shorted pairs to determine if problem is caused by improper termination. If termination is proper, remove and replace the entire cable.

v. Switches.

- One (1) port for each camera.
- Managed PoE switches with sufficient capacity to handle all connected cameras.
- The switches must be CISCO brand.
- Support for VLANs and QoS (Quality of Service) to prioritize video traffic.
- vi. **Network Bandwidth**. Offerors will provide recommendations for additional internet or network bandwidth requirements per facility.

vii. Installation and Maintenance.

- All installations performed on this project must comply with the following:
 - The most recent version of the National Electric Code.
 - The most recent version of the National Electrical Safety Code.
 - The most recent version of the BICSI Telecommunications Distribution Methods Manual.
 - The most recent version of the BICSI Cabling Installation Manual.
 - The most recent version of ANSI/TIA/EIA as published by the Global Engineering Documents (TIA/EIA Telecommunications Building Wiring Standards).
 - Any laws, codes or regulations in force in Puerto Rico related to this type of installation and service.
- The equipment and materials for the entire solution must be installed by certified professionals whose credentials will be presented for the RFQ process (Sections 4.5 and 4.6 (Tab 4)).

5.3 Technical description of the OCA's electronic access control and alarm systems.

If, as provided for in Section 5.1.1, an Offeror intends to modify, expand, update or somehow alter the access control and alarm systems, the Offeror must specify the brand and model of every component and must outline their main features. Said components must comply with the OCA's needs and objectives as outlined in this RFP. The brands and models outlined in this section are for reference only and must not be interpreted as a compulsory requirement of the OCA.

.1 Alarm System

a. Alarm Panel

Brand: ROKONETModel: PROSYS 128 V7Software Version: 3.2.8.0

b. Current Components

- Door sensors
- Motion detectors
- Glass break sensors
- Security alarms (panic buttons) located in:
 - Session rooms
 - Document submission counters

- Public service areas susceptible to security risks

c. Alert Devices

• Sirens and strobe lights are installed in each judicial facility's local monitoring rooms. These devices provide both visual and audible alerts when any type of alarm is triggered. They also indicate the type and location of the activated alarm.

.2 Electronic Access Control System

a. Access Control Panel

• **Brand:** VISONIC

• **Model:** AMX-100

• Software Version: V.7

b. Electronic Door Access

• Includes a proximity card reader, exit button, and a magnet with at least 600 pounds of holding force.

c. Electronic Parking Access

• Consists of a mechanized gate or barrier, a proximity card reader, and ground sensors for vehicle detection.

d. System Administration

• The electronic access control system for the entire Judiciary is centrally managed by the OCA.

6. TRAINING, MAINTENANCE, SUPPORT AND WARRANTY.

6.1 Training and documentation.

- .1 Provide three (3) formal operations training sessions for end users on how to use the VSS, SMR and CMCR, as applicable.
- .2 Provide the OCA IT Staff an in-depth technical training on how to service and maintain the systems.
- .3 Maintenance Manuals: Provide written documentation and manuals for system operation, basic troubleshooting, and preventive maintenance procedures.

6.2 Maintenance.

.1 Preventive Maintenance

- a. Regular Inspections: Periodic checks of all cameras, recorders, and network components to ensure they are operating correctly.
- b. Firmware and Software Updates: Keeping the system updated with the latest software versions, bug fixes, and security patches.
- c. Cleaning and Adjustments: Physical maintenance of cameras (lens cleaning, adjusting angles, checking for obstructions), DVR/NVRs (dusting and airflow checks), and other components to avoid wear and tear.
- d. Testing System Components: Periodic testing of storage systems, connectivity, power supplies, and PoE switches to ensure reliability.

.2 Corrective Maintenance

- a. Troubleshooting and Repairs: Support for diagnosing and fixing hardware or software issues such as camera malfunctions, power failures, or recording issues.
- b. Replacement of Faulty Equipment: Provision for replacing defective cameras, cables, or network devices under warranty or as per contract terms.
- c. Response Time Guarantees: Technicians will respond to and address issues after a fault is reported as required in Section 6.3.

6.3 Service Level Agreement (SLA).

Offerors will have dedicated personnel to attend to and resolve calls and requests for technical support requests or breakdowns reported by the Judicial Branch. At a minimum, proposals must account for the following SLA terms:

- a. Twenty-four (24) business hours or less to solve breakdowns or technical support request in high-security profile areas.
- b. Thirty-six (36) to forty-eight (48) business hours to solve breakdowns or technical support request in low-security profile areas.
- c. Two (2) business hours to respond to any technical support or breakdown request.
- d. Proposals must include a flow chart of the SLA process communication between the offeror and the OCA for ordinary situations and a particular one for emergencies.

6.4 Remote Support.

- a. System Health Monitoring: Remote monitoring of the system's health, including checking for issues like camera failures, storage capacity, or network connectivity problems.
- b. Remote Troubleshooting: Ability to diagnose and fix software or configuration issues remotely.
- c. Help Desk Support: 24/7 or business-hours technical support for troubleshooting or answering operational queries.
- d. CMCR support services: Remote monitoring, video storage and video management services from the Offeror's facility

6.5 System Audits and Performance Reviews.

- a. Annual or Semi-Annual Audits: Comprehensive reviews of the system's performance, storage capacity, and effectiveness, with recommendations for improvements.
- b. Usage Reports: Reports on system usage, storage utilization, and any security breaches or downtime incidents.

6.6 Security Patching and Cybersecurity.

- a. Vulnerability Management: Regular application of security patches and updates to cameras, servers, and other components to protect against cybersecurity threats.
- b. Network Security: Monitoring of network security, ensuring encryption, and securing user access credentials to prevent unauthorized access to video feeds or recordings.

6.7 Warranty and extended support.

- a. Hardware and installation warranty. A five (5) year full on-site warranty on equipment materials and services, including but not limited to cameras, NVRs, storage devices, cables, power supplies, mounts, installations and others. Relevant terms of the manufacturer's warranty must be stated in the proposal. The warranty must include all updates that apply to the proposed equipment free of any additional cost. These updates include ongoing maintenance services such as hardware repairs, technical support among others to ensure optimal performance. The service warranty will start upon OAC's acceptance of the installed equipment/service and will continue through the contract period.
- b. Software License and Support: Offerors must provide software support, including licensing fees, upgrades, and patch management during the contract period.
- c. Replacement Costs: Offerors must outline terms regarding what is covered under warranty (e.g., equipment failure due to manufacturing defects) and what is not (e.g., damage due to mishandling or external factors).
- d. Warranty Service and Temporary Replacement Procedure: Offerors must account for the following procedure regarding warranty service and equipment replacement procedure when drafting their proposals.

The procedure shall apply when video surveillance system equipment is found defective post-installation, either during setup or shortly thereafter, and requires repair or replacement under warranty. In cases of critical equipment failure that disrupts operations, a temporary solution must be provided to maintain functionality while the defective equipment is repaired or replaced. The contractor is responsible for managing warranty claims, coordinating repairs, and ensuring service continuity. Since downtime will be unacceptable, operations must continue with temporary solutions until permanent replacements are made.

Upon detecting or being informed of a failure or defect, the contractor must promptly assess the situation and determine whether the unit can be repaired locally or requires factory servicing. If the issue cannot be resolved onsite, the contractor will be responsible for dismantling the equipment, transporting it, and managing the warranty process with the manufacturer. During the warranty period, any equipment found defective upon installation or deemed irreparable after installation will be replaced with a new unit. While the defective equipment is being repaired or replaced, the contractor must provide the OCA with a temporary solution to ensure uninterrupted operations. This temporary solution shall not constitute fulfillment of the warranty.

[END OF DOCUMENT]

LIST OF ATTACHMENTS

Attachment 1 – Statement of Entity's Qualifications Experience Form

Attachment 2 – Authorization for Verification of References Form

Attachment 3 – Experience Form

Attachment 4 – Conflict of Interest Statement Form

Attachment 5 – Unilateral Confidentiality Agreement Form

Attachment 6 – Price Proposal Form

Attachment 7 – Non-Collusive Affidavit Form

Attachment 8 – Seats of the Judicial Branch

Attachment 9 – Act No. 2-2018 Affidavit Form

Attachment 1 - Statement of Offeror's Qualifications

All questions must be answered, and the information must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate sheets. The respondent may submit any additional information desired.

1.	Official name of the respondent	
2.	Date of organization of the respondent	
3.	How many years has the respondent engaged in the video surveillance contracting business under the present legal personality or trading name?	
4.	Dollar value of contracts for similar services now on hand (gross aggregate amount)	\$
5.	Has the respondent ever refused to sign a contract at the respondent's original proposal price?	Yes No If yes, please provide reason in a separate sheet.
6.	Has the respondent ever defaulted on a contract?	Yes No If yes, please provide reason in a separate sheet.
7.	The respondent certifies that in the last five years:	
0	 No contract for similar services has been terminated early or not renewed due to poor performance. The respondent has not received adverse notifications from government entities that affect their ability to provide the services. 	Yes No If no, please provide explanation in a separate sheet.
Χ.	The respondent certifies there are no current	

or past litigation, complaints, grievances, or administrative proceedings, or actions such as misdemeanors or unsatisfactory interpretation involving municipal, state, or federal government entities which is/are somehow related to the scope of this RFQ/RFP process.

If litigation(s), complaint(s), grievance(s) or administrative proceeding(s) has or have existed or exist(s), the respondent shall clearly provide detailed information thereof in a separate sheet.

- 9. By signing this document, the undersigned hereby:
 - a. authorizes and requests any person to furnish any information requested by the OCA in verification of the recitals comprising this Statement of Proposer's Qualifications;
 - b. certifies that the respondent and its personnel possess any required license required to perform the work and is fully compliant with all applicable laws and with any relevant government authority requirement for its existence and operation; and
 - c. confirms the respondent understands and accepts the terms and conditions of the RFQ/RFP process and commits to comply with them.

Signature of Authorized Representative
D
Printed Name
Phone Number
Those Tvalleer
Contact E-Mail Address:
TT: 1
Title
Date

Attachment 2 - Authorization for Verification of References

The respondent has submitted a response to the RFQ related to the OCA's request for proposal number 25-01 RFP. The undersigned hereby authorizes and requests all persons, firms, corporations, and government entities to furnish any information requested by the OCA in verification of the references provided, for determination of the quality and timeliness of the services provided by the respondent, and all other legal purposes. A copy of this document, after execution by the respondent, presented by the OCA to any such person, firm, corporation and government entity shall be as valid as the original.

•		
	Printed Name and Address of the Respondent	
•	Printed Name and Title of Authorized Representative	
•		
	Signature of Authorized Representative	Date

Attachment 3 - Experience Form

Please complete and submit one form for each organization to which the respondent has provided services similar to those procured in this RFQ/RFP process within the last five (5) years. List no more than five organizations.

Organization name:
Address:
Organization size (approx. number of employees):
Role of the respondent in the project with the organization: Main contractor
Sub-Contractor Other (Explain)
Organization Description (public, private, line of business etc.):
Organization's representative contact information:
Address
Phone number
e-mail address
Contract Term: Renewal Date:
Dollar Value of Contract:
Describe scope of project or scope of the work performed by the entity:

Attachment 4 - Ethics and Conflict of Interest Statement

PART I. CONFLICT OF INTEREST

- 1. The OCA contractors or any of their subcontractors may not enter any contract or arrangement in connection with an OCA project in which any of the following classes of people has an interest, direct or indirect, during his or her tenure or for one (1) year thereafter:
 - a. (i) Any employee of the OCA who formulates policy or who influences decisions with respect to this project or any other project between the OCA and the contractor or subcontractor, or (ii) any member of the employee's immediate family, or (iii) the employee's partner.
 - b. (i) Any public official, or (ii) any member of such an individual's immediate family, who exercises functions or responsibilities with respect to the project or the OCA.
- 2. Any member of these classes of persons must disclose the member's interest or prospective interest to the OCA.
- 3. Any offeror who submits a proposal in response to the OCA solicitation must disclose in its proposal, the interest, direct or indirect, of any member of these classes of persons in such offeror and shall also make the disclosures required in Parts II and III below.
- 4. For purposes of this section, the term, "immediate family member" means the spouse or domestic partner, mother, father, brother, sister, or child of a covered class member.
- 5. No public official or any representative of the OCA shall be admitted to any share or part of any contract or to any benefits which may arise from it.

PART II. ORGANIZATIONAL CONFLICTS OF INTEREST NOTIFICATION

- 1. The OCA's policy is to prevent situations where an offeror's judgment might be biased due to any financial or other interests related to the proposed contract. This includes avoiding scenarios where an offeror gains an unfair competitive advantage, such as submitting a proposal after serving as a consultant for the OCA in preparing the contract specifications or conducting a study. Such cases, which could impair the offeror's objectivity or create an unfair advantage, are considered organizational conflicts of interest.
- 2. Where an offeror is aware of, or has reason to be aware of an organizational conflict of interest, whether an actual or apparent conflict, the offeror shall provide a statement

which describes in a concise manner all relevant facts concerning any past, present, or currently planned interest, financial, contractual, organizational, or otherwise, relating to the work to be performed hereunder and bearing on whether the offeror has a possible organizational conflict of interest with respect to:

- a. being able to render impartial, technical sound, and objective assistance or advice, or
- b. being given an unfair competitive advantage.
- 2.1. During the contract term, the selected offeror and all principals and partners of any joint venture (collectively, the "contractor") must not provide services to any entity adverse to the OCA's interests, including those with claims against the OCA. The contractor must also avoid engaging any subcontractor who, within the past twelve (12) months, has worked for an entity adverse to the OCA. The contractor must include a similar clause in subcontractor agreements and ensure compliance. The OCA may periodically require certifications from the contractor and subcontractors regarding compliance. If a subcontractor violates these terms, the contractor must terminate them immediately. Failure to comply or terminate violating subcontractors will be considered a default and grounds for contract termination for cause, without liability to the OCA.
- 3. The Offeror may also provide relevant facts that show how its organizational structure and management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions of the organization and how that structure or system would avoid or mitigate such organizational conflict.
- 4. In the absence of any relevant interests referred to above, or any conflict of interest, financial, organizational, contractual or otherwise, offerors shall complete the certification in Part III below, titled Conflict of Interest Certification of Offeror.
- 5. Refusal to provide disclosure or certification and any additional information as required, or the willful misrepresentation of any relevant information shall disqualify the offeror.
- 6. If the OCA determines that a potential conflict exists, the offeror shall not receive an award unless the conflict can be avoided or otherwise resolved as determined by the OCA.
- 7. In the event the Offeror is aware of an organizational conflict of interest and intentionally does not disclose the existence of such conflict to the OCA before the award of this contract, the OCA may terminate the contract for default.
- 8. The term "Affiliated Entities" shall include any parent, subsidiary, partner and joint venture of or with the Offeror and any person or entity that shares in the profits of the Offeror or in the proceeds or profits resulting from the proposed contract. The Offeror shall not contract with any Affiliated Entity without obtaining the OCA's written approval

of such contract. The Offeror shall disclose to the OCA all contracts that it has with any Affiliated Entities to provide goods, materials, equipment, supplies or services, of any nature or kind, with respect to the proposed contract.

PART III. CONFLICT OF INTEREST CERTIFICATION OF OFFEROR

- 1. The Offeror certifies that to the best of its knowledge and belief and except as otherwise disclosed, no member of the classes of persons listed in Part I above has an interest or prospective interest, direct or indirect, financial, contractual, organizational or otherwise, in the Offeror.
- 2. The Offeror certifies that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any actual or apparent organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the Offeror's organizational, financial, contractual or other interests may:
 - a. Result in an unfair competitive advantage to the Offeror; or
 - b. Impair the Offeror's objectivity in performing the contract work.
- 3. The Offeror agrees that if the contract is awarded to the Offeror, and after award it discovers an actual or apparent conflict of interest, financial, contractual, organizational or otherwise, with respect to this contract, it shall make an immediate and full disclosure in writing to the OCA which shall include a description of the action which the Offeror has taken or intends to take to eliminate or resolve the conflict. The OCA may, however, terminate the contract for the convenience of the OCA.
- 4. The Offeror agrees that if the contract is awarded to the Offeror, the terms of this conflict-of-interest clause and any necessary provisions to eliminate conflicts of interest shall be included in all subcontracts and consulting agreements resulting from the proposed contract.
- 5. In the absence of any interest in the Offeror held by any member of the classes of persons referred to above and in the absence of any actual or apparent conflict, I, hereby certify and affirm under penalties of perjury, that to the best of my knowledge and belief, no actual or apparent conflict of interest exists regarding my possible performance of the proposed contract. The undersigned official certifies that he/she is authorized to sign this proposal form for the firm.

Printed Name and Title of Authorized Official of Respondent	Date
Signature of Authorized Official of Respondent	Date

Attachment 5 - Unilateral Confidentiality Agreement

This unilateral confidentiality agreement	t is entered into as of	("Effective
Date") by,	represented by	
(hereinafter called the "Respondent").		

WHEREAS, the Office of Courts Administration and the Respondent wish to have discussions on and explore possibilities for a contractual relationship to procure and provide, in whole or in part, the integrated video surveillance project described in RFP#25-01 and consequently will exchange proprietary and confidential information relating to their respective know-how, operations, systems, protocols, processes, products, and businesses for the purpose of evaluating a possible contractual relationship;

NOW, THEREFORE, in consideration of the promises recited herein, the Respondent 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 Respondent, 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 the Respondent at the time of disclosure as evidenced by written records;
- c. that is independently developed by the Respondent without reliance on the OCA's Confidential Information and can be demonstrated as such through written records; or
- d. that is disclosed to the Respondent 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 Respondent

Respondent 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, Respondent 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 Respondent 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

Respondent 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 the Respondent's organization who reasonably require access for the purposes stated above and are bound by obligations of confidentiality similar to those herein. Respondent 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, Respondent 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 Respondent. The Respondent, if awarded a contract, may retain one copy solely for the purpose of monitoring compliance with this Agreement and fulfilling the contract's obligations. The retained copy must be destroyed by the end of the year following the end of the contract, as set forth in paragraph 6, and destruction of the documents must comply with the provisions of this paragraph 5. By submitting a proposal, the Respondent agrees to adhere to the following procedure.

(a) Return of Confidential Information/Materials Upon conclusion of the RFP process or upon withdrawal from participation, as stated in paragraph 6, the Respondents 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. The Respondent 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 the Respondent 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 the Respondent'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 the Respondent 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 the Respondent withdraws from participation by not submitting proposal) ("Expiration"). Respondent shall hold all Confidential Information as confidential while in its possession . For the selected Respondent(s), 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

Respondent shall not use this Agreement, the OCA's name, or that of any OCA staff for publicity, advertising, or other commercial purposes without prior written approval of the OCA.

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 understanding between the OCA and Respondent 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 Respondent, whose signature appears below.	by the authorized representative of the
AGREED:	
Signature of Respondent's Representative	_
Printed name	_
Date	_

Attachment 6 - Price Proposal Forms

Table 1. Cost Breakdown for Video Surveillance System Solution (per Location)

Instructions: Provide a cost response for each cost area. The pricing should be based, at least, on the minimum specification that the Judicial Branch requires for each item listed in Section 5.2, or on a superior specification as proposed by the offeror. This form is for reference only. Please modify as needed but make sure the price proposal contains all the MTR items outlined in Section 5.2.

Item	Description	Minimum Requirements/Feature s	Unit Price	Quantity	Total Price per Location	Notes
Outdoor IP Cameras	Type: PTZ, Dome, Fixed Bullet	- 4K resolution, motorized zoom lens, 0.1 lux minimum illumination, infrared for night vision, IR range: 100m	\$#	#	\$#	Provide specific model, type (PTZ/Dome/Fixed Bullet) and specific capabilities/features of the brand/model
		- AI-powered analytics: people & vehicle detection, license plate recognition, facial recognition				Specify additional analytics features
Indoor IP Cameras	Type: Dome, Fixed	- 5MP to 2K resolution, motorized zoom or varifocal lens, 0.1 lux minimum illumination, infrared if needed	\$#	#	\$#	Provide model and specifications for each application
Network Video Recorder (NVR)	Model: Compatible with IP camera models in use	- Scalable storage with RAID for data redundancy, 30 days minimum retention, Gigabit Ethernet, PoE support	\$#	#	\$#	Provide detailed storage options (NAS, cloud, hybrid, etc.)
		- H.264/H.265 compression support, single login with multi- level admin access, remote access via encrypted cloud				
Switches (Managed PoE)	Cisco brand switches with sufficient ports for all cameras	- Managed PoE, VLAN support, QoS for video prioritization, IEEE 802.3af/at/bt support, 1 port per camera	\$X	Y	\$Z	Specify model and capacity, QoS and VLAN support
Cabling (Network	Type: Cat6 or higher,	- PoE connectivity, service loop	\$X	Y meters	\$Z	Labeling per OCA standards required

and Power)	plenum-rated cables	requirements, patch cord specifications (5 feet for switches, 10 feet for cameras)				
Encoders (for analog cameras)	4-Port H.264 Analog Video Encoder	- Must meet or exceed AVIGILON ENC-4P- H264 specifications	\$X	Y	\$Z	
Installation	, Integration ar	nd Testing Costs				
System Installation	Installation and configuration of system components per location					
System Integration	NVR, VMS setup, and access control/alarm integration					
Tests						Functional testing, integration testing, network and bandwidth testing, reliability and system performance and usability.
Other related costs						

Table 2. Cost Breakdown for the Central Monitoring and Control Room (CMCR) Solution

Instructions: Provide a cost response for each cost area. The pricing should be based, at least, on the minimum specification that the Judicial Branch requires for each item applicable to the CMCR and listed in Section 5.2, or on a superior specification as proposed by the offeror. This form is for reference only. Please modify as needed but make sure the price proposal contains all the CMCR items outlined in Section 5.2.

Item	Description	Capabilities / Features	Unit Price	Quantity	Total Price (CMCR)	Notes
Workstation s	High- performance workstations with a 40" monitor and multi- monitor setups for live monitoring and management.	- Must support integration with NVR, VMS, and central server, AI analytics (e.g., license plate recognition, facial recognition)	\$#	#	\$#	Specify models
NVRs	NVRs for centralized storage, compatible with all cameras	- Must support video compression (H.264/H.265), scalable storage, 30 days retention, remote access via encrypted cloud	\$#	#	\$#	Specify storage options (internal, NAS, cloud)
Servers or cloud-based storage	High- performance servers or cloud storage redundancy	- High CPU/RAM specs, support for multiple video analytics, scalable capacity, remote access integration with VMS	\$#	#	\$#	
VMS (Video Management System)†	Centralized software for monitoring, playback, and analytics	- Must support live monitoring, analytics integration, scalability, and custom views including floor plan and map views	\$#	#	\$#	Provide detailed VMS features and integration capabilities
Control Interfaces	Joysticks, PTZ control	- PTZ control for cameras, high-	\$#	#	\$#	

	panels,	performance		
	workstations	•		
	workstations	workstations (dual		
		monitor setup, 40"		
		screens), user-		
		friendly interface		
Installation, I	Integration and	Testing Costs		
Workstation	Installation			
S	and			
Installation	configuration			
	per			
	workstation			
System	VMS setup,			
Integration	and access			
	control/alarm			
	integration			
Tests				Functional testing, integration testing, network and bandwidth testing, reliability and system performance and usability.
Other related costs				•

[†] The cost of the VMS may be provided separately in Table 5.

Table 3. Optional Capabilities and Features (per location)

Instructions: Provide cost for each additional feature or capability (exceeding the requirements in Section 5.2) related to the VSS and CMCR components that are being proposed by the Offeror (some are already listed in this table as an example), <u>if any</u>. This may be edited to insert other categories the offeror might deem convenient to give the OCA more flexibility in terms of managing costs and suitability of the technical solution to the OCA's needs. As provided for in Sections 5.1.1 and 5.3, the cost of any modification, change or update to the access control and alarm systems must be documented in this table.

Optional Capability	Description	Capabilities / Features	Unit Price	Quantity	Total Price	Notes
Advanced Video Analytics	Integration for AI features (motion detection, people counting, etc.)	- AI-powered analytics including unusual activity detection, object tracking, face recognition, and license plate recognition	\$#	#	\$#	
Cloud Storage Integration	Integration for cloud- based storage	- Secure cloud storage, backup systems, remote access, long- term data storage for archival purposes	\$#	#	\$#	
Redundant System Setup (Failover)	Additional NVRs, backup systems for failover	- Failover support, automatic switching to backup systems during hardware failure	\$#	#	\$#	
Other capabilities or features (please identify)	Describe system component	Describe each individual capability/feature	\$#	#	\$#	

Table 4. Warranty, Maintenance, Support and Training Cost Proposal (applicable to all locations for which proposal is submitted)

Instructions: Provide total annual cost per item (row) considering that the contract will have a five (5) year term. If the item is a service provided, for instance, on year 1 alone, then the cost must be zero for each subsequent year. Please provide further details to allow the OCA to understand how the proposal meets or exceeds each expected item. This format is for reference only and may be edited as the Offeror deems convenient or necessary.

Section	Service Description	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost
	and Documentation				1	1	
End User	Provide three (3) formal						
Training	operations training sessions						
	for end users on how to use						
	the VSS, SMR, and						
	CMCR.						
IT Staff	Provide OCA IT staff with						
Training	in-depth technical training						
	on how to service and						
	maintain the systems.						
Maintenance	Provide written						
Manuals	documentation and manuals						
	for system operation, basic						
	troubleshooting, and						
	preventive maintenance						
	procedures.						
6.2 Maintena	nce				_	_	
Preventive	Include regular inspections,						
Maintenance	firmware and software						
	updates, cleaning and						
	adjustments, and testing of						
	system components.						
Corrective	Include troubleshooting,						
Maintenance	repairs, and replacement of						
	faulty equipment, as well as						
	the response time						
	guarantees.						
6.3 Service L	evel Agreement						
Service level	a. Twenty-four (24)						
terms	business hours or less to						
	solve breakdowns or						
	technical support request						
	in high-security profile				1		
	areas will be at least.						
	b. Thirty-six (36) to forty-				1		
	eight (48) business hours						
	to solve breakdowns or						
	technical support request						
	in low-security profile				1		
	areas will be at least.						

		1	2	3	4	5	
	caused by external factors.	Year	Year	Year	Year	Year	Total in 5 yrs
	caused by external factors.						
	exclusions for damage						
Costs	defective equipment and						
Costs	replacement costs for						
Replacement	coverage, including						
	Provide terms for warranty					+	
Support	management during the contract period.						
License and	upgrades, and patch						
Software	Software licensing fees,						
Software							
	devices, etc.).						
Warranty	(cameras, NVRs, storage						
	hardware and installation						
Installation	Full five (5) year on-site warranty covering all						
Hardware &							
67 Wannants	contract period. y and Extended Support					1	
	security monitoring for the						
	patching, and network						
	management, security						
o.o Security	Include vulnerability						
6 6 Security	Patching and Cybersecurity	<u> </u>	1	L		1	L
	usage reports.						
	performance reviews, and						
	annual system audits,						
o.e bystem A	Include annual or semi-	,,,,,					
6.5 System A	udits and Performance Revie	ws	1	1	1	<u> </u>	l
omtoring	contract period.						
Monitoring	desk support during the						
Health	troubleshooting, and help						
System	Provide remote monitoring,						
6.4 Remote S		I	1	I		1	
	emergencies.						
	particular one for						
	situations and a						
	the OCA for ordinary						
	between the offeror and						
	process communication						
	flow chart of the SLA						
	d. Proposals must include a						
	breakdown request.						
	technical support or						
	to respond to any						
	c. Two (2) business hours						

Table 5. Licensing Costs - One-Time Fees†

Instruction: Offerors must clearly state herein which licenses will require a one-time fee payment from the OCA. Licenses requiring a subscription option with recurring charges must be described in Table 9. Please indicate which component requires the license and the purpose of the license (i.e. for basic setup and to enable certain features (in which case, the enabled features must be outlined and explained)). This format is for reference only and may be edited as the Offeror deems convenient or necessary.

Type of License	Description	Amount of the One-Time Fee	Comments
Video			
Management			
Software (VMS)			
Base License			
Analytics			
software			
Camera licenses			
Installation and			
setup fees			
Other licenses††			

[†]Please indicate if any license needs to be paid in one upfront payment to proceed with the acquisition of the related component. Although, generally, the OCA will not make upfront payments, exceptions will be made if strictly necessary, as could be the case with the acquisition of certain licenses.

^{††}Indicate which component, if any, requires the license, and what purpose the license serves. If the purpose is to enable features, these features must be outlined and explained.

Table 6. Licensing Costs – Recurring Costs

Instruction: Offerors must clearly state herein which licenses will require a one-time fee payment from the OCA. Licenses requiring a subscription option with recurring charges must be described in Table 9. If a subscription, please provide terms of payment (i.e. monthly or annual payments). Please indicate which component requires the license and the purpose of the license (i.e. for basic setup and to enable certain features (in which case, the enabled features must be outlined and explained)). This format is for reference only and may be edited as the Offeror deems convenient or necessary.

Type of	Description†	Year 1	Year 2	Year 3	Year 4	Year 5	Comments
License							
Software maintenance and support Analytics							
software							
Cloud storage or backup services							
Third-party integrations††							
Mobile and remote access							
User licenses or remote access							
Firmware and software upgrades							
Other licenses							

[†]Indicate which component, if any, requires the license, and what purpose the license serves. If the purpose is to enable features, these features must be outlined and explained.

^{††}If specific hardware devices related to access control and alarm systems need licenses for integration with the VMS.

Table 7. Summary of Cost Proposal

Instruction: This table must include the total cost proposed by the Offeror to deliver a fully functional and integrated system to the OCA, as specified in the RFP requirements. Any costs not included in this table should pertain solely to the separate Maintenance, Warranty, Support, and Training cost proposal. Costs cannot be duplicated.

Item	Total Cost
1. Cost of acquisition, installation and configuration	
Total Cost per Location (Table 1)	\$#
Total Cost for CMCR (Table 2)	\$#
Total Cost for Optional Capabilities (Table 3)	\$#
Total Cost for Licenses (only those paid as a one-time fee)(Table 5)	\$#
Subtotal 1	\$#
2. Cost of services after installation and configuration	
Total Warranty, Maintenance, Support, and Training Costs (Table 4)(5 years) +	\$#
licensing under subscription (Table 6)	
Subtotal 2	\$#
TOTAL	\$#

Attachment 7 - Non-Collusive Affidavit

	Yo,	, en mi carácter personal y en			
re	epresentación de				
	on número de seguro social patronal				
	; con estado civil:	; y vecino de			
		olemnemente como sigue:			
	I,				
	epresentation of				
и	ith Employer Identification Number				
_		; and resident			
_	; solemnly swear	ana aeciare as follows:			
1.	Mi nombre y demás circunstancias personales son	las anteriormente expresadas.			
1	. [My name and personal circumstances are as state	ed above.]			
2.	Que soy (un socio u oficia u oferta bajo este RFP, que dicha propuesta u oferta el Proponente no ha coludido, conspirado, colabo con ningún otro proponente o persona, para presen someter propuesta, y no ha buscado de ninguna acuerdo o colusión, o comunicación o conferencia oferta del Proponente o de cualquier otro propon beneficios o gastos de dicho precio, o de cualqui ventaja contra el Poder Judicial o cualquier person todas las declaraciones en la propuesta u oferta son	a es genuina y no colusoria ni simulada; que rado ni acordado, directa o indirectamente, tar una oferta simulada o para abstenerse de manera, directa o indirectamente, mediante a, con ninguna persona, fijar el precio de la mente, o fijar cualquier elemento de costos, ier otro proponente, o para obtener alguna la interesada en el contrato propuesto; y que			
2	the proposal or offer under this RFP, that such prosham; that the Proponent has not colluded, coindirectly, with any other Proponent or person, to presenting a proposal, and has not in any manner, or collusion, or communication or conference, with affiant or of any other Proponent, or to fix any over of that of any other Proponent, or to secure Judicial Branch or any person interested in the presaid proposal are true.	oposal or bid is genuine and not collusive or onspired, connived or agreed, directly or o put in a sham proposal or to refrain from directly or indirectly, sought by agreement ith any person, to fix the proposed price of erhead, profit or cost element of said price, any advantage against best interest of the			

	hov	do	do 2024
	, hoy	de	de 2024.
[NOW THEREFO	•	ar and sign this stater	-
	on this	day of	, 2024.]
		DECLAR	
		[DEPON	ENIJ
IURAMENTO			
OATH]			
AFFIDAVIT			
NÚM.:			
AFFIDAVIT			
NUMBER:]			
JURADO Y SUS	CRITO ante mí po	r	
	-		······································
·		,	en
de		de 2024.	,
de		de 2024.	,
[SWORN AND S	SUBSCRIBED befo	ore me by	,
[SWORN AND S vith the aforesaid perso	SUBSCRIBED befo	ore me by s and whom I have id	-
[SWORN AND S vith the aforesaid perso	SUBSCRIBED befo	ore me by s and whom I have id , in	entified by means of
with the aforesaid perso	SUBSCRIBED befo	ore me by s and whom I have id , in	
[SWORN AND Swith the aforesaid perso	SUBSCRIBED befo	ore me by s and whom I have id , in	-
[SWORN AND Swith the aforesaid perso	SUBSCRIBED befo	ore me by s and whom I have id , in	-
[SWORN AND Swith the aforesaid perso	SUBSCRIBED befo	ore me by s and whom I have id , in	

Attachment 8 - Seats of the Judicial Branch

CJ = Centro Judicial

TPI = Tribunal de Primera Instancia

SI = Sala de Investigaciones

SRFAM = Sala de Relaciones de Familia y Asuntos de Menores

TSPR = Tribunal Supremo de Puerto Rico

OAT/TA = Oficina de Administración de Tribunales/Tribunal de Apelaciones

I/AS = Imprenta / Almacén de Suministros

AD = Administración de Documentos

SEAT	LOCATION	USE
Aguadilla	70 Calle Progreso	CJ
	(al lado del Coliseo Luis T. Díaz)	
	Calle Progreso 101, Edificio Aguadilla City Plaza	
	(frente a la Farmacia del Carmen)	SI
Aibonito	Urbanización Los Robles	CJ
	150 Calle Turquesa	
Arecibo	553 Avenida José A. Cedeño	CJ
Bayamón	Carretera 2 Kilómetro 10.4	CJ
	Esquina Calle Esteban Padilla	
	Número 4690 Carretera 167	SRFAM
Caguas	Carretera PR 1, Intersección PR 189	CJ
	Kilómetro 0.4, Barrio Bairoa	
	(Entrada norte Pueblo Caguas)	
Carolina	Avenida 65 Infantería, Carretera 3 Kilómetro 11.7	CJ
	(Entrada de la Urbanización Mansiones de Carolina)	
Fajardo	Avenida Marcelito Gotay Edificio 461	CJ
	Esquina Barriada Jerusalén	
Guayama	Desvío José Torres (Entrada de la Urbanización Hacienda,	CJ
	al lado de la Comandancia de la Policía)	
Humacao	Avenida Nicanor Vázquez (frente al Centro de Bellas Artes)	CJ
Mayagüez	91 Avenida Hiram David Cabassa Esquina Carretera 2	CJ

Ponce	2150 Avenida Santiago de los Caballeros	CJ
San Juan	Avenida Muñoz Rivera	CJ
	Esquina Coll y Toste Parada 37	
	Avenida Ponce de León	TSPR
	Parada 8 1/2, San Juan	
	268 Avenida Muñoz Rivera	OAT/TA
	San Juan PR 00918-1913	
	Calle Francia, Hato Rey PR	I/AS
	Ave. Barbosa, Río Piedras	AD
Utuado	Carretera 611, Intersección Carretera 111	CJ
	24 Avenida Fernando L. Rivas Dominicci	

Attachment 9 - Act. No. 2 - 2018 Affidavit

SWORN STATEMENT (SAMPLE FOR REFERENCE)							
l,, of legal age, □single □married, and resident of, on behalf of,							
organized as a □corporation, □association, □private business or □other (specify), holding the position of at the aforementioned organization, do hereby state the following under oath:							
My name and personal circumstances are as stated above.							
I understand and accept that any natural person or legal entity who wishes to participate in the award of a bid or contract with any government agency or instrumentality, public corporation, municipality, or the Legislative or Judicial Branch to provide services or the sale or delivery of goods, must submit an affidavit signed before a notary, as provided by Section 3.3 of Law No. 2-2018, known as the "Anticorruption Code for the New Puerto Rico."							
The undersigned company,, or its chair, vice chair, director, executive director, or member(s) of a Board of Officers or Board of Directors, or person discharging similar duties for the legal entity:							
☐ Has not been convicted of, nor has pleaded guilty to, any of the offenses listed in Section 6.8 of Law No. 8-2017, as amended, known as the "Law for the Administration and Transformation of Human Resources in the Government of Puerto Rico", or any of the offenses listed in Law No. 2-2018, known as the "Anti-Corruption Code for the New Puerto Rico."							
☐ Has been convicted, or has pleaded guilty to, certain offenses listed in Section 6.8 of Law No. 8-2017, as amended, or certain offenses listed in Law No. 2-2018. In this case, the following is indicated:							
Company's Name:							
Name of its Subsidiary:							
Full Name of the concerned person, as provided in Law No. 2-2018:							
Position in the company:							
Offense:							
Date (M/D/Y): Country: Forum:							
I understand and accept that the conviction or guilty plea for any of the offenses listed in the aforementioned laws will bar the natural person or legal entity from bidding or entering into							

contracts with a government agency or instrumentality, public corporation, municipality, or the Legislative or Judicial Branch for the period provided under Section 6.8 of Law No. 8-

	2017, or for such period above, or it States of Ar	l is provided s equivalen	I. This ineli t in Puerto	gibilit Rico	y sha , as \	ıll appl well as	y to in t	any o he jur	ffense isdicti	, as es	tablis	shed
	The comparison to the comparison discountry, or is 2017, as an	dersigned of inform if the lirector, or in the lirector, or in the lirector investigation of the lirector	the unders member(s) nilar duties stigation fo	the igned of a for the	duty I, or b Boar he le offen	and the end of O galen ses list	pror tity's ffice tity, ted i	nises s chai ers or is eve n Sec	to co r, vice Board er con tion 6	ontinuo chair, of Dire victed .8 of La	directors or fo	and ctor, s, or ound
	I sign this so that any goo Judicial Bra or legal pur	vernment ei inch may kr	ntity, public	corp	orati	on, mu	nicip	oality,	or the	Legisl	ative	and
	In witness day of											
				-				Decla	rant's	Signat	ure	
	AFFIDAVIT Sworn and circumstand		_	/ whom	n l ide	entify th	rou	gh		, of t	the	
	In,	Puerto Ric	o, on this _		_day	/ of						
Not	ary's Name				No	tary's \$	Sign	ature				
	Notarial	seal										

Attachment 10 - Technical Solution

Table 1. Technical Solution Presentation Format (per location)

Instruction: Please describe for each item of the technical solution (listed in the table below) quantity, brand, model and particular features of the item. If deemed necessary by the Offeror for more clarity, this format may be used for each facility for which the Offeror is submitting the proposal. It is important to highlight how the item as proposed complies with or exceeds the required item. Offerors must submit separate drawings and/or design plans of the integrated system per location. As provided for in Sections 5.1.1 and 5.3, the technical description any modification, change or update to the access control and alarm systems must be documented in this table. This form is for reference only. Offerors must ensure their technical solution addresses every item outlined in Section 5.2. Please modify this table as necessary.

Section	Requirement Description	Description and Discussion of Proponent's Technical Solution
a. Outdoor Cameras		
i. Camera Types	PTZ, Dome, Fixed Bullet, or other suitable types based on location and required coverage.	[In addition to instructions, describe camera types (brand and model) proposed and justification for suitability based on location and coverage area]
ii. Resolution	At least 4K (Ultra HD) for high-detail areas.	[Proposed camera resolution and reasoning for the selection]
iii. Lens	Motorized zoom lens for PTZ; motorized zoom for dome/fixed bullet cameras.	[Lens specifications and focal range details for each camera type proposed]
iv. Low Light Capability	Minimum 0.1 lux color mode and infrared (IR) for night vision, 100 meters range.	[Explanation of how cameras meet or exceed low-light and infrared capabilities]
v. Compression	H.264 or H.265 video compression for bandwidth and storage optimization.	[Compression methods supported and rationale]
vi. Audio	Built-in microphone and external audio transmission capability.	[Audio capabilities of cameras, including microphone type and audio transmission method]
vii. Weather Resistance	IP67 or higher for outdoor use; IK10 for vandal resistance.	[Explanation of weather resistance and vandal resistance ratings for each camera type]
viii. Power	PoE compliant with IEEE 802.3at (PoE+), IEEE 802.3bt (PoE++), and IEEE 802.3af (PoE) standards.	[Details of power compliance and installation practices]
ix. Video Analytics	Full analytics capabilities (motion detection, facial recognition, license plate recognition, person of interest).	[Video analytics functionalities provided, including any proprietary analytics capabilities]
x. Notifications	Tamper alarm options for camera damage alert to CMCR.	[Explanation of how camera tampering alarms and notifications will be handled]
xi. Camera Labeling	Manufacturer identification sticker and a permanent self-adhesive label conforming to OCA schema.	[Camera labeling methodology and adherence to OCA labeling requirements]
b. Indoor Cameras		

i. Camera Types	Dome, fixed, or other suitable	[Camera types proposed and coverage
1. Camera Types	types for application, location,	suitability]
	and coverage.	Suitability
ii. Resolution	At least 5MP to 2K resolution	[Proposed resolution for each camera type]
	for high-detail areas.	[Troposed resolution for each earners type]
iii. Lens	Fixed or varifocal lenses with a	[Lens type and field of view specifications]
III. Leiis	minimum field of view of 90	[Lens type and field of view specifications]
	degrees.	
iv. Low Light Capability	Minimum 0.1 lux in color mode	[Explanation of low-light performance and
	and infrared for night vision (if	infrared capabilities]
	needed).	initiated capabilities]
v. Compression	H.264 or H.265 video	[Compression support details for bandwidth
	compression for bandwidth	management]
	optimization.	management
vi. Weather Resistance	IP67 or higher for indoor use;	[Weather resistance and vandal resistance
vi. Weather Resistance	IK10 for vandal resistance (if	ratings]
	applicable).	ratingsj
vii. Power	PoE compliant with IEEE	[Power specifications and compliance with PoE
vii. I owei	802.3at (PoE+), IEEE 802.3bt	standards]
	(PoE++), and IEEE 802.3af	Stundards
	(PoE) standards.	
viii. Video Analytics	Full analytics capabilities such	[Detailed explanation of video analytics
viii. Video i mary ties	as motion detection, facial	capabilities]
	recognition, and person of	cupuomnesj
	interest functionality.	
ix. Notifications	Tamper alarm for camera	[How tamper alarms are implemented and
in. I totilications	damage notification to CMCR.	integrated]
x. Updates and Support	Software, firmware updates, and	[Details on update frequencies and support
in openies and support	support during the contract	options]
	period.	options
xi. Camera Labeling	Manufacturer identification and	[Approach to camera labeling and OCA schema
Č	self-adhesive labels conforming	adherence]
	to OCA schema.	
xii. Licensing	All equipment includes required	[Details of licensing coverage for all equipment]
C	software licenses.	
xiii. Encoders	4-Port H.264 Analog Video	[Encoder specifications and compatibility]
	Encoder (equivalent or	
	comparable to AVIGILON	
	ENC-4P-H264).	
c. NVR Specifications	·	
i. Model	NVR compatible with IP camera	[NVR model(s) proposed and compatibility
	models.	details]
ii. Storage Capacity	Sufficient storage with	[Storage configurations, capacity, and scalability
	minimum 30-day retention;	options]
	scalable capacity for cameras,	_
	resolution, and retention.	
iii. Form of Storage	NVR internal drives (RAID),	[Type of storage (NVR, NAS, Cloud, Hybrid)
	NAS, cloud storage, or hybrid	and rationale]
	systems.	_
iv. Recording Frame Rate	Support for recording at full	[Supported frame rates and recording
	camera frame rate (e.g., 30 fps).	methodologies]

v. Compression Support	H.264 or H.265 video compression compatibility.	[Compression standards supported]
vi. Network Interface	Gigabit Ethernet ports for network connectivity.	[Network interface specifications, including ports and capacity]
vii. Management	Local interface, remote access, and integration with VMS.	[Management system features, including access and remote functionality]
viii. Login & Access	Single login with multiple administrator roles.	[Login and access control features]
ix. Access	Accessible remotely via encrypted communication.	[Remote access methods and security protocols]
x. View	Customizable Multiview for live and recorded cameras.	[Multiview customization options and features]
xi. Video Playback	Video playback analysis at 1x to 3X speed and other playback capabilities.	[Video playback features and analysis tools]
xii. Download	Ability to download video in mp4 format and provide playback software with authenticity verification.	[Download options, file formats, and verification processes]
d. SMR & CMCR (if appl	icable)	
i. VMS	Centralized VMS supporting integration, live monitoring, video playback, analytics, and alarm management.	[VMS solution with integration capabilities, features, and scalability]
ii. Workstations	High-performance workstations with dual monitors for live monitoring.	[Workstations, monitors, and control interfaces provided]
iii. Redundant Storage	Redundant storage for security footage and system reliability.	[Redundant storage systems (NVR, NAS, or Cloud)]
iv. Analytics	Video analytics integration for motion detection, facial recognition, and alerts.	[Integration of analytics features with VMS and alert functionalities]

Table 2. Service Proposal Description

Instruction: Please describe for each item of the service proposal (listed in the table below) the scope, terms and conditions of the Offeror's proposal. The minimum requirements set forth by the OCA regarding each item must be agreed to or confirmed by the Offeror. However, the Offeror may provide additional information as to how the Offeror plans to provide each service item or enhance the minimum service requirements. This form is for reference, please modify as needed but make sure the technical solution proposal format is based on this form.

Section	Service Description	Proponent's Service Plan
6.1 Training and Documenta	ation	
End User Training	Provide three (3) formal operations training sessions for end users on how to use the VSS, SMR, and CMCR.	[Proponent's plan, including training method, duration, and content to be covered]
IT Staff Training	Provide OCA IT staff with indepth technical training on how to service and maintain the systems.	[Proponent's plan, including training method, duration, and content to be covered]
Maintenance Manuals	Provide written documentation and manuals for system operation, basic troubleshooting, and preventive maintenance procedures.	[Proponent's plan, including types of manuals, format, and delivery method]
6.2 Maintenance	•	
Preventive Maintenance	Regular inspections, firmware and software updates, cleaning and adjustments, and testing system components.	[Proponent's plan, including frequency of inspections, update methods, and specific preventive maintenance tasks]
Corrective Maintenance	Troubleshooting, repairs, and replacement of faulty equipment, with response time guarantees.	[Proponent's plan, including approach for diagnosing issues, repairs, and how response times are managed]
6.3 Service Level Agreement	t	
	Twenty-four (24) business hours or less to solve breakdowns or technical support request in high-security profile areas will be at least. Thirty-six (36) to forty-eight (48) business hours to solve breakdowns or technical support request in low-security profile areas will be at least. Two (2) business hours to respond to any technical support or breakdown request. Proposals must include a flow chart of the SLA process communication between the offeror and the OCA for ordinary situations and a particular one for emergencies.	[Proponent's plan, confirm terms required or describe how proponent would improve them; if the enhanced service level will incur additional costs for the OCA these must be fully disclosed in the price proposal]
6.3 Remote Support	paraestar one for emergencies.	1

System Health Monitoring	Provide remote monitoring of system health, including	[Proponent's plan, including monitoring tools, frequency of checks, and protocols for
	checking for issues like camera failures, storage capacity, or network connectivity problems.	responding to issues]
Remote Troubleshooting	Ability to diagnose and fix software or configuration issues remotely.	[Proponent's plan, including tools and technologies used for remote troubleshooting, and average resolution times]
Help Desk Support	24/7 or business-hours technical support for troubleshooting or answering operational queries.	[Proponent's plan, including support hours, help desk structure, and escalation process]
6.4 System Audits and Perf		
System Audits	Include annual or semi-annual audits of system performance, storage capacity, and effectiveness, with recommendations for improvements.	[Proponent's plan, including the audit process, methodology, and how recommendations will be provided]
Usage Reports	Provide reports on system usage, storage utilization, and any security breaches or downtime incidents.	[Proponent's plan, including the type of reports provided, frequency, and format]
6.5 Security Patching and C		
Vulnerability Management	Regular application of security patches and updates to cameras, servers, and other components to protect against cybersecurity threats.	[Proponent's plan, including patch management processes, tools used, and update frequency]
Network Security	Monitoring of network security, ensuring encryption, and securing user access credentials to prevent unauthorized access to video feeds or recordings.	[Proponent's plan, including encryption methods, access controls, and network monitoring tools]
6.6 Warranty and Extended		
Hardware & Installation Warranty	Full five (5) year on-site warranty covering all hardware and installation (cameras, NVRs, storage devices, etc.).	[Proponent's plan, including terms of warranty coverage, response times for issues, and process for warranty claims]
Software License and Support	Software licensing fees, upgrades, and patch management during the contract period.	[Proponent's plan, including licensing models, upgrade schedules, and patch management process]
Replacement Costs	Provide terms for warranty coverage, including replacement costs for defective equipment and exclusions for damage caused by external factors.	[Proponent's plan, including specific terms and conditions for replacement and coverage exclusions]