## FORM 4: PROPOSER AGREEMENTS AND CERTIFICATIONS

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, am the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Company”) and in my capacity as such, I am authorized to make the following agreements and certifications on behalf of the Company:

1. **COMPANY AGREEMENTS AND CERTIFICATIONS REGARDING THE RFQ AND PROVIDER QUOTATION**
2. The undersigned, hereby acknowledges receipt of Request for Quotations No. DEPR-OCCOAF-2021-003 PURCHASE OF WIFI HOTSPOTS WITH INTERNET SERVICE (“RFQ”) and certifies that the undersigned has read and agrees to abide by the terms and conditions of the RFQ and the ECF Program rules and regulations.
3. The Company understands and agrees that the RFQ or the filing of a response thereto by the Company does not constitute a commitment or obligation of the Department to award a contract to, or order WIFI hotspots form, the Company.
4. The company acknowledges and agrees that false information provided by the Company will result in the rejection of the Company’s application and/or termination of the Company’s participation in the Department’s ECF Program, even if false or misleading information is not discovered by DEPR until after the approval date or the signing of an agreement with the Department.
5. The company acknowledges and agrees that false information or documentation submitted by the Company may result in civil, criminal or administrative actions in violation of federal and / or local legal provisions, including, but not limited to, the “False Claims Act” (31 USC 3729 to 3733 ).
6. The Company certifies that its quotation has been prepared and developed without collusion with any of the Department’s officials or other proposers and without effort to preclude the Department from obtaining the best competitive proposal.
7. The Company acknowledges and agrees the cost of preparing the response to the RFQ will be borne entirely by the Company.
8. **PROGRAM PARTICIPATION AGREEMENTS AND CERTIFICATONS**
9. The Company acknowledges and agrees that DEPR shall have no liability or responsibility for any WIFI hotspots that may be distributed by the Company under the Department’s ECF Program.
10. The Company acknowledges and agrees that 100% of the cost of the WIFI hotspots and monthly internet service fees are to be paid by USAC, and that the Department shall have no obligation to pay for any hotspots or service fees or pay to replace any lost, stolen or damaged hotspots.
11. The Company acknowledges and agrees to invoice USAC directly using the Service Provider Invoicing (“SPI”) method for all costs associated with the WIFI hotspots and monthly internet service.
12. The Company acknowledges and agrees that its quotation will remain in effect for the duration of any agreement with the Department signed by the Company.
13. The Company acknowledges and agrees that any and all orders for WIFI hotspots placed with the Company by the Department will be honored after funding has been approved and DEPR issues a Notice to Proceed to the Company.
14. The Company hereby certifies that it is not currently suspended or disbarred from doing business with the federal government or the Government of Puerto Rico, and has not been suspended, disbarred from doing such business in the past three (3) years.
15. The Company acknowledges and agrees that participants approved by the Department to obtain WIFI hotspots from the Company under the ECF Program are prohibited from receiving WIFI hotspot is they already have home internet access or WIFI hotspots paid for directly by members of the household or funded under a government program, including but not limited to the Emergency Broadband Benefit Program (EBBP) and other federal programs for the same purposes.
16. The Company agrees to comply with all applicable statutes and regulations, all service provider requirements of the federal ECF Program, and to participate in all program training hosted by the Department.
17. The Company recognizes that it may be audited pursuant to its participation in the Department’s ECF Program, and agrees that it will retain for 10 years any and all records related to its participation, and that, if audited, shall produce such records at the request of any representative (including any auditor) with jurisdiction over the program.

I hereby certify under penalty of perjury under the laws of the Commonwealth of Puerto Rico that that all the information provided here is true and correct.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_ /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ /\_\_\_\_\_\_\_ Position Day Month Year