



GOBIERNO DE PUERTO RICO
DEPARTAMENTO DE EDUCACIÓN
OFICINA DE SISTEMAS DE INFORMACIÓN Y APOYO TECNOLÓGICO A LA
DOCENCIA

PUERTO RICO DEPARTMENT OF EDUCATION

REQUEST FOR QUOTATIONS NO. DEPR-OC COAF-2021-003
PURCHASE OF WIFI HOTSPOTS WITH INTERNET SERVICE

RFQ issued in accordance with EO-2020-020

THIS SOLICITATION IS NOT AN INTERNET VOUCHER PROGRAM OFFERED BY THE DEPARTMENT OR ANY OTHER GOVERNMENTAL AGENCY

ACTION	DATE
RFQ RELEASED	Tuesday, July 20, 2021
DEADLINE FOR VENDOR QUOTES	Tuesday, July 27, 2021 by 4:00 PM AST
AGREEMENTS SIGNED WITH SELECTED PROVIDERS	August 9-10, 2021
ORDERS PLACED WITH SELECTED VENDORS**	Wednesday, August 11, 2021
DEADLINE FOR FILING ECF APPLICATION WITH USAC	Friday, August 13, 2021

****IMPORTANT CONDITIONS FOR RESPONDERS TO THIS RFQ AND SELECTED PROVIDERS:**

1. WIFI hotspots purchased pursuant to this RFQ are expected be funded 100% by the federal government under the Emergency Connectivity Fund (“ECF”) Program. Orders for WIFI hotspots will be placed prior to the funding application is filed, but no devices will be delivered before the funding application filed by the Puerto Rico Department of Education (“DEPR” or the “Department”) has been approved by the Universal Service Administrative Company (“USAC”).
2. Providers responding to this Request for Quotations (“RFQ”) must agree to invoice USAC directly for payment for 100% of the cost of the devices and monthly internet services and by responding to this RFQ, each acknowledges and agrees that DEPR will have no responsibility or liability for any devices purchased pursuant to this RFQ.
3. Each selected Provider must have a Service Provider Identification Number (“SPIN”) prior to signing a contract with the Department. To obtain a SPIN, service providers must complete an FCC Form 498 (Service Provider and Billed Entity Identification Number and General Contact Information Form) and submit it to USAC. The Form 498 and additional information on obtaining a SPIN can be obtained at: <https://www.usac.org/e-rate/resources/forms/>.
4. Each Provider must also be registered with the Telecommunications Bureau of Puerto Rico.

ALL RESPONSES MUST BE EMAILED TO ECF2021@DE.PR.GOV BY THE DEADLINE.

LATE RESPONSES WILL NOT BE ACCEPTED.

P.O. Box 190759, San Juan, PR 00919-0759 • Tel.: (787)773-2696

El Departamento de Educación no discrimina de ninguna manera por razón de edad, raza, color, sexo, nacimiento, Condición de veterano, ideología política o religiosa, origen o condición social, orientación sexual o identidad de género, discapacidad o impedimento físico o mental; ni por ser víctima de violencia doméstica, agresión sexual o acoso.

1. INTRODUCTION

In recent months, the education system has been disrupted by the current emergency due to the coronavirus / COVID -19 pandemic, which affects Puerto Rico along with other countries around the world. Even as there are hopeful signs that the pandemic is receding in this country, many schools continue to rely on remote learning as they adapt to the changing circumstances. Through the various executive orders issued to mitigate and decelerate the effects of COVID-19, the Government was forced to interrupt face-to-face classes in all educational institutions, with hybrid teaching expected for this Fall. This has compelled the Puerto Rico Department of Education (“DEPR”) to establish teaching alternatives that guarantee the continuity of our students' education.

DEPR is interested in quotations for WIFI hotspots with internet service for all of its students, teachers and special education assistants that do not currently have sufficient internet access at home that for remote learning and work. This project is intended to guarantee that DEPR teaching staff and students have adequate and reliable access to internet service through WIFI hotspots to participate in virtual or hybrid education and to address the homework gap during the pandemic.

2. GENERAL ECF PROGRAM INFORMATION

The WIFI hotspots and monthly internet service fees will be paid with funds from the ECF Program established by the Federal Communications Commission (“FCC”) under the American Rescue Plan Act (“ARPA”) passed by Congress and signed by President Biden on March 11, 2021. Under the ECF Program, the federal government will pay for the purchase of WIFI hotspots, subject to a \$250.00 cap, plus the reasonable costs for the monthly internet services.

The hotspots purchased by the Department will be issued by selected service providers to participants approved by the Department from the date selected providers are notified to proceed through June 30, 2022, the last day of the ECF Program.

The federal government has appropriated \$7.171 billion in funding for WIFI hotspots, Internet service and mobile devices under the ECF Program. These funds are not expected to meet the needs of all eligible schools and libraries in the county and U.S. Territories. Because it is unlikely that USAC will have sufficient funds to approve all of the dollars requested by applicants, top priority is to be given under the program to applicants with the highest E-Rate discount for Category 1 services; the DEPR E-Rate discount is 90% which is the highest discount available. In addition, DEPR is interested in service providers that can offer the most cost-effective pricing to optimize available funding under the ECF Program. As a result, responders to this RFQ are strongly encouraged to quote their best pricing available for WIFI hotspots with internet access.

To avoid duplicate federal funding, eligible participants of this program are prohibited from receiving benefits under the FCC Emergency Broadband Benefit (EBB) program or other federal or local programs for the same purposes. DEPR will work with selected service providers to establish processes to avoid duplicate funding under different programs and to prevent the distribution of more devices to approved program participants.

DEPR intends to enter a contract with multiple qualified service providers. The selected service providers must be duly registered with the Telecommunications Bureau prior to signing the contract. DEPR reserves the right to negotiate best and final pricing with any or all of the responding providers.

DEPR may amend any request for proposal and / or quote, when it serves the best interests of the Department of Education, prior to the formalization of the contract or a purchase order has been issued.

DEPR may order the partial or total cancellation of the request for proposal and / or quote when it serves the best interests of the Department of Education, prior to the formalization of the contract or a purchase order has been issued.

3. SERVICE PROVIDER ELIGIBILITY

To be eligible to participate in the Department's ECF Program, each service provider must meet the following eligibility criteria:

A. Provider Eligibility Criteria for Responses to this RFQ:

- Have more than two years of experience providing internet services in Puerto Rico.
- Be registered with the State Department for at least the last two years.
- Possess a merchant registry from the Department of Treasury (Model SC 2918) (Proof of registration must be produced at time selected providers sign contracts with DEPR).
- Agree to invoicing 100% approved device and service costs directly to USAC.
- Submit a response to this RFQ with all required documentation and quotation by the RFQ response deadline.
- Be registered with the Telecommunications Bureau of Puerto Rico prior to signing the contract.

B. Provider Eligibility Criteria for Participating in the ECF Program:

- Each selected provider must have a valid E-Rate SPIN (see the cover page of this RFQ) at or before signing a contract with the Department.
- Be registered in the federal System for Award Management (SAM.gov) in order to receive payments from the federal government.
- Maintain a detailed inventory log as required under the ECF program and retain all program records for 10 years.

4. SPECIFICATIONS FOR WIFI HOTSPOTS WITH INTERNET SERVICE

A. Estimated WIFI Quantities.

The Department plans to purchase WIFI hotspots with internet service for every teacher, every student and every special education assistant that does not have access to internet service at home. DEPR does not guarantee any selected vendor a specific quantity of devices to be ordered. The final quantities of devices will be determined based on an application process that will be used to qualify participants. The following quantities represent the estimated maximum number of devices to be purchased under the ECF Program.

Students:	266,000
Teachers:	30,000
Special Ed Assistants:	5,926

B. WIFI Hotspot Functionality.

The Department is interested in quotations from service providers who offer WIFI hotspots that are durable and can handle incidental direct impacts (e.g. being dropped), indirect impacts (e.g., being stepped on), and if available, are water-resistant. The WIFI hotspots are expected to meet the following functionality specifications:

FEATURE	REQUIREMENT	NOTES
LED Touchscreen	Color Screen Full menu navigation	Ensure device has full menu capacity, all functions will be available without a computer or device connection.
Portable – small form factor	Maximum size 6"x 3"x 1"	
Lightweight	12oz Maximum	
Battery		
- Battery life	8Hrs Minimum	
- Standby time	1.5 days Minimum	
- Fast charging	4hrs or less to charge 50%	
Storage memory		Internal and external storage
- Internal	512Mb Minimum	
- Expandable	microSd card	
Mobile hotspot	10 devices (minimum)	
Wireless technology		Ensure the device communicates with the carrier
- 5G	Preferred, if available	
- 4G/LTE	Mandatory minimum	
- 3G UMTS	Optional	
Wi-Fi connectivity	Dual band concurrent (2.4/5GHz)	Ensure the device communicates with the user devices via wireless
Interface		Ensure the device communicates with the user devices via a physical connection
- USB C	Mandatory	
- RJ45	Mandatory	
SIM	Micro	Carrier access chip
Power adapter		
- AC	120 AC adapter	For household current
- DC	12VDC adapter	For 12VDC vehicle charging
Warranty	1 year minimum	
Case/cover	Shockproof case or cover	

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

5. HOTSPOT DISTRIBUTION PROCESS

After the Department's ECF application has been approved by USAC, the selected service providers will receive a Notice to Proceed from DEPR to begin issuing the WIFI hotspots selected by the Department to approved participants. Each participant must present a numbered certificate of authorization in order to receive a WIFI hotspot, and each participant may receive only one (1). The participant (students, parents or guardians and special education assistants) must pick the device up from one (1) or more locations designated by the provider. The provider will be responsible for demonstrating the operation and use of the device when issued to participants. Specific details pertaining to the distribution of devices will be provided by the Department to all selected vendors.

6. INVOICING AND REPORTING REQUIREMENTS

Each selected provider shall comply with the following invoicing and reporting requirements:

A. Invoicing

- 1) Throughout the term of the contract, provider will invoice USAC for 100% of the cost of equipment and services provided pursuant to this RFQ using FCC Form 474 (Service Provider Invoice).
- 2) Invoices related to FCC Form 474 must be submitted to and reviewed by the Office of Information Systems and Technological Support for Teaching ("OSIATD") prior to submission to USAC. The Department will review all service provider ECF invoices within 10 business days from their receipt. The service provider will only be permitted to submit the FCC Form 474 to USAC after receiving written authorization from the Department.
- 3) Provide the Department with copies of all Form 474 invoices and related information or documentation filed with USAC.
- 4) Each provider must cooperate with and respond to all information requests from USAC, including Payment Quality Assurance reviews and federal audits. DEPR will not reimburse providers for any expenses related to costs incurred by the proposer to meet federal or local auditing requirements. Proposer shall make its resources, including its E-Rate resource, available for any reviews or audits that are conducted by DEPR or any third-party auditors at no additional costs to DEPR.
- 5) Each provider is required to retain copies of all invoices and ECF Program documentation for 10 years from the last day of the service period (June 30, 2022).

B. Reports

Each selected provider will be required to submit a monthly report on the following:

- 1) The make/model and serial number of all WIFI hotspots distributed during the reporting month.
- 2) The dates the hotspots were delivered to participants during the reporting month.

- 3) The name and Certificate No. for each participant receiving a WIFI hotspot from the provider during the reporting month.
- 4) The serial number of hotspots reported by participants as lost, stolen or damaged, and the dates reported.

Each participating service provider will be required to submit a year-end consolidated report of all devices distributed and the known status (e.g., active, canceled, replaced, reported lost or stolen, etc.)

7. MANDATORY SUBMITTAL REQUIREMENTS

Service provider must email their quotations to ECF2021@de.pr.gov by the deadline set forth on the cover page of this RFQ. Proposers who fail to submit all required submittals may be disqualified from consideration for a contract award. The required submittals are outline on **APPENDIX I** attached hereto and incorporated herein by reference.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

APPENDIX I: SUBMITTAL CHECKLIST

ALL SUBMITTALS AND FORMS BELOW MANDATORY AND THE FAILURE TO INCLUDE ANY LISTED DOCUMENTS MAY RESULT IN THE DISQUALIFICATION OF SAID PROPOSER FROM PARTICIPIATION IN THE DEPR ECF PROGRAM.

	DESCRIPTION	FORM	CHECK ✓
1	SIGNED SERVICE PROVIDER QUESTIONNAIRE	FORM 1	
2	PRICING SHEET	FORM 2	
3	PROPOSED WIFI HOTSPOT DEVICE AND SERVICE SPECIFICATIONS	FORM 3	
4	LIST OF SERVICE PROVIDER LOCATIONS, INCLUDING ADDRESSES AND MUNICIPALITIES WHERE PARTICPANTS CAN PICK UP WIFI HOTSPOTS		
5	SIGNED PROPSEER AGREEMENTS AND CERTIFICATIONS	FORM 4	
6	SIGNED BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION	FORM 5	
7	SIGNED NO CONFLICT-OF-INTEREST CERTIFICATIONS	FORM 6	
8	SIGNED AGREEMENT TO INVOICE USING SPI METHOD	FORM 7	
9	COPY OF CERTIFICATION OF EXISTENCE OR AUTHORIZATION TO DO BUSINESS IN PUERTO RICO PROVIDED BY THE DEPARTMENT OF STATE OF THE GOVERNMENT OF PUERTO RICO		
10	COPY OF THE CERTIFICATE OF COMPLIANCE FROM THE DEPARTMENT OF STATE OF THE GOVERNMENT OF PUERTO RICO ("GOOD STANDING")		
11	COPY OF THE MERCHANT REGISTRY OF THE DEPARTMENT OF TREASURY (MODEL SC 2918)		

FORM 1: SERVICE PROVIDER QUESTIONNAIRE - PAGE 1 OF 3

Answer all questions that apply; if a question does not apply, mark N/A.

SERVICE PROVIDER INFORMATION

Business/Company Name:
Phone Number:
E-mail Address:
Web Site Address:
Business Address:
Federal Employer ID No. (FEIN):
E-RATE SPIN NO (If obtained prior to filing RFQ response):
FCC REGISTRATION NO:
D-U-N-S NO (Information obtaining this number is at https://www.dnb.com/duns-number.html):

BUSINESS INFORMATION

Years in Business:	State of Incorporation or Organization:
Check the following as it applies to your Business: <input type="checkbox"/> Public Corporation <input type="checkbox"/> Privately Held Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Limited Liability Company	
Are you a subsidiary of another Company: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, name of your parent:	
List all companies with whom you have partial or complete ownership:	
Check the following Business Classifications that apply to your firm, if any: <input type="checkbox"/> Small Business Concern <input type="checkbox"/> Minority Owned Business <input type="checkbox"/> Woman Owned Business	
Does your firm have EDI capabilities: <input type="checkbox"/> Yes <input type="checkbox"/> No	

PRIMARY POINT OF CONTACT

Name:	Position:
Phone Number:	E-Mail:

FORM 1: SERVICE PROVIDER QUESTIONNAIRE – PAGE 2 OF 3

SERVICE PROVIDER COVERAGE INFORMATION

ARECIBO	<input type="checkbox"/> Arecibo	<input type="checkbox"/> Barceloneta	<input type="checkbox"/> Camuy	<input type="checkbox"/> Ciales	<input type="checkbox"/> Dorado	<input type="checkbox"/> Florida
	<input type="checkbox"/> Hatillo	<input type="checkbox"/> Lares	<input type="checkbox"/> Manatí	<input type="checkbox"/> Quebradillas	<input type="checkbox"/> Vega Alta	<input type="checkbox"/> Vega Baja
BAYAMON	<input type="checkbox"/> Bayamón	<input type="checkbox"/> Cataño	<input type="checkbox"/> Corozal	<input type="checkbox"/> Morovis	<input type="checkbox"/> Naranjito	<input type="checkbox"/> Orocovis
	<input type="checkbox"/> Toa Alta	<input type="checkbox"/> Toa Baja				
CAGUAS	<input type="checkbox"/> Aguas Buenas	<input type="checkbox"/> Aibonito	<input type="checkbox"/> Arroyo	<input type="checkbox"/> Barranquitas	<input type="checkbox"/> Caguas	<input type="checkbox"/> Cayey
	<input type="checkbox"/> Cidra	<input type="checkbox"/> Comerio	<input type="checkbox"/> Guayama	<input type="checkbox"/> Gurabo	<input type="checkbox"/> Salinas	
HUMACAO	<input type="checkbox"/> Canóvanas	<input type="checkbox"/> Ceiba	<input type="checkbox"/> Culebra	<input type="checkbox"/> Fajardo	<input type="checkbox"/> Humacao	<input type="checkbox"/> Juncos
	<input type="checkbox"/> Las Piedras	<input type="checkbox"/> Loíza	<input type="checkbox"/> Luquillo	<input type="checkbox"/> Maunabo	<input type="checkbox"/> Naguabo	<input type="checkbox"/> Patillas
	<input type="checkbox"/> Río Grande	<input type="checkbox"/> San Lorenzo	<input type="checkbox"/> Vieques	<input type="checkbox"/> Yabucoa		
MAYAGUEZ	<input type="checkbox"/> Aguada	<input type="checkbox"/> Aguadilla	<input type="checkbox"/> Añasco	<input type="checkbox"/> Cabo Rojo	<input type="checkbox"/> Hormigueros	<input type="checkbox"/> Isabela
	<input type="checkbox"/> Lajas	<input type="checkbox"/> Las Marías	<input type="checkbox"/> Maricao	<input type="checkbox"/> Mayagüez	<input type="checkbox"/> Moca	<input type="checkbox"/> Rincón
	<input type="checkbox"/> Sabana Grande	<input type="checkbox"/> San Germán	<input type="checkbox"/> San Sebastián			
PONCE	<input type="checkbox"/> Adjuntas	<input type="checkbox"/> Coamo	<input type="checkbox"/> Guánica	<input type="checkbox"/> Guayanilla	<input type="checkbox"/> Jayuya	<input type="checkbox"/> Juana Díaz
	<input type="checkbox"/> Peñuelas	<input type="checkbox"/> Ponce	<input type="checkbox"/> Santa Isabel	<input type="checkbox"/> Utuado	<input type="checkbox"/> Villalba	<input type="checkbox"/> Yauco
SAN JUAN	<input type="checkbox"/> Carolina	<input type="checkbox"/> Guaynabo	<input type="checkbox"/> San Juan	<input type="checkbox"/> Trujillo Alto		
Additional comments regarding service provider's coverage:						

FORM 1: SERVICE PROVIDER QUESTIONNAIRE – PAGE 3 OF 3

The undersigned certifies that the foregoing information is true and accurate, to the best of his or her knowledge, after due inquiry and investigation.

Printed Name

Signature

Position

_____/_____/_____
Day Month Year

FORM 2: PRICING SHEET

SERVICE PROVIDER NAME:

WIFI HOTSPOTS DEVICES

ONLY COMPLETE EACH LINE UP TO THE TOTAL MAXIMUM QUANTITY OF DEVICES PROPOSER HAS CAPACITY TO DELIVER; LEAVE ANY OTHER LINES BLANK

QTY RANGE	UNIT PRICE	FEES	MAX QTY DEVICES PROVIDER CAN DELIVER
500-1000			
1000 - 5000			
5000 - 25000			
25000 - 50000			
50000 - 100000			
100000 - 300000			

LESS EDUCATIONAL DISCOUNT (If Available):

INTERNET SERVICES

SERVICE	MONTHLY	FEES

LESS EDUCATIONAL DISCOUNT (If Available):

FORM 3: PROPOSED WIFI HOTSPOT DEVICE AND SERVICE SPECIFICATIONS (If proposing more than model, add pages)

SERVICE PROVIDER NAME: _____

BRAND/MAKE:				
PART NO.				
WIFI DEVICE & SERVICE SPECIFICATIONS		PROPOSED HOTSPOT MEETS REQUIREMENTS		COMMENTS
FEATURE	REQUIREMENT	YES	NO	
LED Touchscreen	Color Screen Full menu navigation			
Portable – small form factor	Maximum size 6"x 3"x 1"			
Lightweight	12oz Maximum			
Battery				
- Battery life	8Hrs Minimum			
- Standby time	1.5 days Minimum			
- Fast charging	4hrs or less to charge 50%			
Storage memory				
- Internal	512Mb Minimum			
- Expandable	microSd card			
Mobile hotspot	10 devices (minimum)			
Wireless technology				
- 5G	Preferred, if available			
- 4G/LTE	Mandatory minimum			
- 3G UMTS	Optional			
Wi-Fi connectivity	Dual band concurrent (2.4/5GHz)			
Interface				
- USB C	Mandatory			
- RJ45	Mandatory			
SIM	Micro Carrier Access Chip			
Power adapter				
- AC	120 AC adapter (household current)			
- DC	12VDC adapter (vehicle charging)			
Warranty	1 year minimum			
Case/cover	Shockproof case or cover			

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:

A. COMPANY AGREEMENTS AND CERTIFICATIONS REGARDING THE RFQ AND PROVIDER QUOTATION

1. 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.
2. 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.
3. 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.
4. 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).
5. 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.
6. The Company acknowledges and agrees the cost of preparing the response to the RFQ will be borne entirely by the Company.

B. PROGRAM PARTICIPATION AGREEMENTS AND CERTIFICATONS

1. 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.
2. 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.

3. 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.
4. 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.
5. 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.
6. 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.
7. 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 if 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.
8. 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.
9. 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

FORM 5: BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, _____ of _____ (the "Company") hereby certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Company certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Company Authorized Official

Name and Title of Company Authorized Official

Date

FORM 6: NO CONFLICT-OF-INTEREST CERTIFICATIONS

I, _____, am the _____ of _____ (the "Company"), and in my capacity as such am authorized to make the following certification on behalf of the Company:

1. No public servant of DEPR has a pecuniary interest in this contract, purchase or commercial transaction, and has not had a direct or indirect pecuniary interest in this business in the last four (4) years.
2. No public servant of DEPR requested or accepted, directly or indirectly, for him, for any member of his family unit¹ or for any person, gifts, gratuities, favors, services, donations, loans or anything else of monetary value.
3. No public servant of DEPR requested or accepted any goods of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment.
4. No public servant of DEPR asked me, directly or indirectly, for him, for any member of his family unit, or for any other person, business or entity, any good of economic value, including gifts, loans, promises, favors or services for that the performance of said public servant is influenced in favor of me or my entity.
5. I have no kinship relationship, within the fourth degree of consanguinity and second by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.
6. The Company does not represent particular interests in cases or matters that imply a conflict of interest, or public policy, between the executive agency and the particular interests that I represent.
7. The Company certifies that it is not obligated under any contract, agreement or government program that would conflict with the services to be delivered under the Department's ECF Program, and that the Company does not have any contractual relationships with other parties that would hamper or impede the Company's ability to perform its duties and obligations under any contract awarded by the Department under this RFQ.

Signature of the person submitting the certification

Date

¹ Family unit includes the spouse of the public official or employee, the dependent children of the public official or employee, or those persons who share with the public servant his or her legal residence, or whose financial affairs are under the de jure or de facto control of the public official or employee.

FORM 7: SERVICE PROVIDER INVOICING AGREEMENT

PROPOSER COMPANY NAME:

SPIN (If Available):

I, _____, am the _____ of the Company named above, and as such, am authorized to make the following agreements on behalf of the Company:

1. The Company agrees to use the Service Provider Invoice (SPI) method to bill for WIFI hotspots and monthly internet service provided to participants approved by the Puerto Rico Department of Education (“DEPR” or the “Department”) in connection with the Department’s ECF Program.
2. The Company agrees to submit all Form 474 SPI invoices to DEPR for review and approval before filing with USAC.
3. The Company agrees to begin invoicing USAC withing 60 days of the date of the Funding Commitment Decision Letter and receipt of the Notice to Proceed from the Department.
4. The Company agrees to immediately terminate Internet service for all WIFI hotspots reported as lost, stolen or not working and stop billing USAC for services for said devices.
5. The Company agrees to complete its registration with System for Awards Management (SAM.gov) prior to distributing WIFI hotspots to Department participants, as required by the federal government for invoice processing.
6. The Company agrees to retain a monthly inventory report including all information set forth as required in the RFQ and any agreement entered into by the Department and the Company.
7. The Company agrees to retain all communications and documentations prepared in connection with the DEPR ECF Program, including filed Form 474 invoices and the inventory report for 10 years.

Signature of Company Authorized Official

Title of Company Authorized Official

Name of Company Authorized Official

Date