Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)	Billed Entity Number 157779
	)	Funding Year 2013
Request for Waiver of Section 54.504(a) of the Commission's Rules by	)	FCC Form 471 Application Nos. 918308, 919475, 919475 and 919592
	)	Funding Requests Nos. 2513542, 2516471, 2516519 and 2514232
Puerto Rico Department of Education	)	
	)	
Schools and Libraries Universal Service Support Mechanism	)	CC Docket No. 02-6
	)	

ATT: Telecommunications Access Policy Division
Wireline Competition Bureau

REQUEST FOR WAIVER

The Puerto Rico Department of Education of the Commonwealth of Puerto Rico ("PRDE"), pursuant to Section 1.3 of the Federal Communications Commission's ("FCC" or "Commission") rules,[1] hereby petitions the Commission's Wireline Competition Bureau ("Bureau") for a waiver of Section 54.504(a) of the Commission's rules[2] with respect to the above-referenced FCC Form 471 applications for Funding Year 2013 ("FY2013") and any other Commission rule establishing procedural deadlines (such as the invoicing deadline) that might be necessary to effectuate a waiver of Section 54.504(a).

Section 54.504(a) of the Commission's rules requires that applicants seeking to receive discounts for eligible services must, "upon signing a contract for eligible services," submit a completed FCC Form 471 with the Universal Service Administrative Company ("USAC"). In this case, PRDE had legally binding agreements in place with its vendors at the time that it filed

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1 47 C.F.R. § 1.3.

2 47 C.F.R. § 54.504(a).

its FCC Form 471 applications on March 14, 2013 seeking E-rate support for FY2013. Those agreements were not formally "signed" until June 28, 2013 because of requirements of an Executive Order promulgated by the Governor of the Commonwealth of Puerto Rico. However, the agreements were signed prior to the beginning of FY2013. As explained below, special circumstances warrant a limited waiver of the "signed contract" requirement in Section 54.504(a) of the Commission's rules. Such waiver will be consistent with the public interest and ample Commission precedent.

I. BACKGROUND

The FY2013 contracts between PRDE and its vendors were extensions of contracts previously entered into between the parties for the provision of E-rate services in Funding Year 2012 ("FY2012"). Therefore, it is necessary to provide a brief explanation of PRDE's contractual agreements for FY2012.

Funding Year 2012. On February 1, 2012, PRDE posted an FCC Form 470 on USAC's website seeking proposals for E-rate eligible services for FY2012.[3] After careful consideration of the bids received, PRDE's Evaluation Committee voted to award three contracts to the Puerto Rico Telephone Company, Inc. d/b/a Claro ("CLARO"), as follows: one contract for the provision of Internet Access services; one contract for the provision of Telecommunications Services; and one contract for the provision of some Basic Maintenance services.[4]

On March 19, 2012, PRDE and CLARO executed contracts ("Contract Awards") for the provision of E-rate services for FY2012. The Contract Awards are attached hereto as Exhibit A.

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[3] *See* Puerto Rico Department of Education, FCC Form 470 File No. 414640001000134, posted on February 1, 2012, signed by Jorge Toro Mc Cown, E-Rate Director.

[4] In FY2012, PRDE also awarded a contract to International Business Machine Corporation for the provision of Internal Connections services and a contract to Truenorth Corporation for the provision of some Basic Maintenance services, but those contracts are not relevant to the instant Request for Waiver.

On March 20, 2012, PRDE filed FCC Form 471 applications seeking E-rate support for each Contract Award. On June 29, 2012, and consistent with contractual obligations in the Contract Awards, PRDE and CLARO executed more detailed agreements, each of which is called a Confirmation of Services Agreement and Statement of Work ("Service Agreements"). The Service Agreements are attached hereto as Exhibit B.

Funding Year 2013. The FY2012 Service Agreements contain renewal provisions giving PRDE the option to renew the agreements for additional one-year terms. Specifically, section 3.2 in each Service Agreement with CLARO states: "*Renewal Option(s): The Department of Education shall have the option to renew this Agreement for one additional year term (extension).*"[5] The renewal provisions in the Service Agreements are hereby referred to as the "Renewal Provisions."

In February 2013, and pursuant to the Renewal Provisions, PRDE and CLARO agreed to renew the FY2012 Service Agreements under the same terms and conditions, for an additional one-year term. Specifically, on February 25, 2013, PRDE asked CLARO to send the final Renewal Agreements to allow PRDE to submit those agreements to PRDE's Secretary, which CLARO promptly furnished. This communication is evidenced by an email exchange between representatives of PRDE and CLARO, which is attached hereto as Exhibit C.[6] Also on February 25, 2013 PRDE's Chief Information Officer ("CIO") sent a memorandum for the corresponding

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[5] Exhibit A, Service Agreements between the Puerto Rico Department of Education and Puerto Rico Telephone Company, Inc. d/b/a Claro, at Sections 3.2.

[6] *See* Exhibit C, Email exchange between the Puerto Rico Department of Education and Puerto Rico Telephone Company, Inc. d/b/a Claro regarding Renewal Agreements, dated February 25, 2013. In this email exchange, Marie Ortiz Sánchez of PRDE's Office of Information Systems and Technical Support sent an email to Arnaldo Diaz Montes of CLARO indicating that: "*I am working on a memo for the extension of the contracts and I need the draft you prepared to attach it to the memo. Can you send it to me?*" Less than an hour later, Mr. Diaz responded by sending the finalized Renewal Agreements. As evidenced by this exchange, the parties were not engaged in any discussion or negotiations about the Renewal Agreements, as they knew that the Service Agreements would be renewed under the same terms and conditions previously negotiated for FY2012.

transmittal process along with the final version of the Renewal Agreements for approval. The CIO's memorandum is attached as Exhibit D. Renewal Agreement's terms and conditions remained the same as negotiated in FY2012. Thus, at that point, the parties had legally binding agreements in place and all that was needed to formalize those agreements was to have the parties sign the documents. Furthermore, on March 14, 2013, PRDE's Secretary executed Authorizations Nos. 11-25, 11-26 and 11-27 to guarantee that PRDE would have funds to pay its non-discount share for FY2013. Copies of the Authorizations are attached hereto as Exhibit E. However, as explained below, PRDE was unable to sign the Renewal Agreements by the FCC Form 471 application deadline due an Executive Order issued by the Governor of Puerto Rico.

Executive Order. On January 3, 2013, the then newly-elected Governor Alejandro García Padilla promulgated Executive Order No. OE-2013-002 ("Executive Order") requiring government agencies to take certain fiscal austerity measures.[7] The Executive Order is attached as Exhibit F. The Executive Order stated that Puerto Rico's "difficult fiscal and economic situation" required the implementation of mechanisms designed to guarantee the responsible management of government resources. The Executive Order stated that, in order to move towards a policy of greater fiscal responsibility, all government agencies and departments were required to seek approval from the Secretariat of Governance in the Governor's Office (hereinafter, "the Governor's Office") before signing contracts. Specifically, the Executive Order's Third Clause provides:

> No agency of the Commonwealth of Puerto Rico will award contracts for professional services, non-professional services, technical services, or consulting services while this Executive Order is in effect, whether the contracts are new or

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[7] The Executive Order was issued under the purview of Article VI, Section 7 of the Constitution of the Commonwealth of Puerto Rico, which provides: "The appropriations made for any fiscal year shall not exceed the total revenues, including available surplus, estimated for said fiscal Year unless the imposition of taxes sufficient to cover said appropriations is provided by law." Art. VI, Sec. 7, P. R. Const.

existing contracts, without the written authorization of the Secretariat of Governance.[8]

As previously noted, the CIO sent the memo including the final versions of the Renewal Agreements on February 25, 2013, in order for the PRDE to request authorization from the Governor's Office to sign the agreements. Despite its best efforts, PRDE did not receive the requested authorization from the Governor's Office prior to or by the March 14, 2013 filing deadline for the FCC Form 471 applications.

PRDE did not seek a waiver of section 54.504(a) prior to filing the FCC Form 471 applications because it mistakenly believed that a denial by USAC was a prerequisite to filing such a request.[9] Thus, on March 14, 2013, PRDE filed the FCC Form 471 applications on the basis of the legally binding agreements it had in place with CLARO. On June 27, 2013, PRDE received the requested authorization from the Governor's Office. On June 28, 2013 2013 – **prior to the beginning of FY2013** – PRDE and CLARO signed the Renewal Agreements. The signed Renewal Agreements are attached hereto as Exhibit G.

As explained below, under these factual circumstances, and in the absence of waste, fraud and abuse, a limited waiver of the "signed contract" requirement would be in the public interest and consistent with established Commission precedent.

II. WAIVER OF THE "SIGNED" CONTRACT REQUIREMENT IS WARRANTED DUE TO SPECIAL CIRCUMSTANCES BEYOND PRDE'S CONTROL AND WOULD SERVE THE PUBLIC INTEREST.

Generally, the Commission's rules may be waived if good cause is shown.[10] The

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8 Exhibit F, Executive Order No. OE-2013-002 promulgated by the Governor of the Commonwealth of Puerto Rico on January 3, 2013, at p.3. Note that the Executive Order was issued in Spanish.

9 It was not until recent communications with Commission staff in the Telecommunications Access Policy Division in July of 2014 that PRDE learned that it could have filed a waiver request prior to filing the applications.

10 47 C.F.R. § 1.3.

Commission may exercise its discretion to waive a rule where the particular facts make strict compliance inconsistent with the public interest.[11] In addition, the Commission may take into account considerations of hardship, equity, or more effective implementation of overall policy on an individual basis.[12] The Commission has stated that waiver of its rules is appropriate only if both (i) special circumstances warrant a deviation from the general rule, and (ii) such deviation will serve the public interest.[13]

A. Special Circumstances Warrant a Deviation from the Signed Contract Requirement in Section 54.504(a) of the Commission's Rules.

The existence of the Executive Order and the process that PRDE experienced in obtaining clearance from the Governor's Office to sign the Renewal Agreements constitute "special circumstances" that warrant a deviation from the signed contract requirement. Since 2006, Puerto Rico's economy has been in recession due to a variety of factors including, but not limited to, the expiration of federal tax breaks for corporate income, budget deficits, high unemployment and poverty levels, a shrinking population, and a funding gap in the Puerto Rico Retirement Systems.[14] It is against this backdrop that, on January 3, 2013, just one day after taking office, Governor García Padilla issued the Executive Order implementing austerity measures to cut expenses and restore fiscal controls.

But for the requirement to review and approve all agreements from the Governor's Office as stated in the Executive Order, which was necessitated by Puerto Rico's fiscal situation, PRDE

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11 *Northeast Cellular Telephone Co. v. FCC*, 897 F.2d 1164, 1166 (D.C. Cir. 1990) ("*Northeast Cellular*")

12 *WAIT Radio v. FCC*, 418 F.2d 1153, 1159 (D.C. Cir. 1969); *Northeast Cellular*, 897 F.2d at 1166.

13 *Northeast Cellular*, 897 F.2d at 1166.

14 *See* "Puerto Pobre," The Economist, October 26, 2013, available at: http://www.economist.com/news/finance-and-economics/21588364-heavily-indebted-island-weighs-americas-municipal-bond-market-puerto-pobre (last visited July 31, 2014); Mary Williams Walsh, *Moody's Downgrade Deepens Puerto Rico's Economic Problems*, The New York Times, Dec. 13, 2012, available at: http://www.nytimes.com/2012/12/14/business/moodys-downgrades-puerto-ricos-debt.html (last visited July 31, 2014).

would have had signed Renewal Agreements before filing the FCC Form 471 applications. This situation was a special circumstance beyond PRDE's control.

B. Strict Compliance with the Signed Contract Requirement in Section 54.504(a) of the Commission's Rules Would Be Inconsistent with the Public Interest.

The Commission has stated that Section 54.504(a) of its rules ensures that "applicants have negotiated and agreed to contractual terms prior to the filing of an FCC Form 471 requesting support for E-rate services."[15] In addition, the Bureau's Telecommunications Access Policy Division ("Division") has stated that "requiring a signed contract for eligible services helps to avoid waste, fraud and abuse by ensuring that the applicant has a fixed provider ready to offer discounted services and defined terms of services and prices."[16] None of the stated purposes behind Section 54.504(a) is a concern here.

The Renewal Agreements merely extended the duration of the already negotiated FY2012 Service Agreements. The Renewal Agreements specifically stipulated that, except for the extension of the contract, all other terms and conditions of service remained unaltered and binding.[17] Thus, PRDE had fully negotiated the terms and conditions under which it would take service in FY2013 well before the deadline for the filing of the FCC Form 471 applications. The service provider had been selected in full compliance with the Commission's competitive bidding rules and the service provider was "ready to offer discounted services" and, indeed, offered those services to PRDE pursuant to the agreements between the parties. Based on these facts, strict application of the signed contract provision in Section 54.504(a) of the rules would

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[15] *Modernizing the E-rate Program for Schools and Libraries*, FCC 14-99, Report and Order and Further Notice of Proposed Rulemaking, 2014 FCC LEXIS 2644, ¶ 203 (rel. July 23, 214) ("*E-Rate Modernization Order*")

[16] *Requests for Review of Decisions of the Universal Service Administrator by Net56, Inc.*, DA 13-1891, Order, 28 FCC Rcd 13122, ¶ 2 (TAPD rel. Sept. 12, 2013)

[17] *See* Exhibit G, Executed Renewal Agreements between the Puerto Rico Department of Education and Puerto Rico Telephone Company, Inc. d/b/a Claro for FY2013, Fourth and Fifth Clauses.

only serve to deny PRDE critical funding for E-rate eligible services at a time when it is most needed.

As previously noted, Puerto Rico is undergoing a period of economic stagnation, which lead the Governor to promulgate the Executive Order imposing austerity measures. Under these circumstances, the E-rate program is now – more than ever before – critical for empowering Puerto Rico students with the skills they need to compete in the digital economy. Absent Commission grant of the instant Request for Waiver, PRDE's ability to continue to provide connectivity to its schools and prepare its students for the digital economy will be severely crippled. PRDE respectfully submits that such an outcome would be inconsistent with the public interest and would not promote the statutory goals of section 254 of the Communications Act of 1934, as amended, of ensuring access to discounted telecommunications and information services to schools and libraries.[18]

III. UNDER THE FACTS OF THIS CASE, A LIMITED WAIVER OF THE "SIGNED" CONTRACT REQUIREMENT IS CONSISTENT WITH ESTABLISHED COMMISSION PRECEDENT.

There is ample Commission precedent for a waiver of the signed contract requirement in cases where the applicants had legally binding agreements with the service providers and there was no misuse of funds. As discussed below, and based on this precedent, the Commission should grant the instant Request for Waiver.

In *Adams County*, the Commission considered appeals by numerous applicants who did not have "signed" contracts or the contracts that had not been approved by the appropriate state

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[18] 47 U.S.C. §254(h).

agencies at the time they filed the FCC Form 471 applications.[19] In waiving the signed contract requirement, the Commission found that "although the Petitioners missed the deadline for evidencing a signed contract, they had legally binding contracts in place during the relevant funding years."[20] The Commission also stated that "these mistakes do not warrant the complete rejection" of the E-rate applications and that, "under certain circumstances, rigid adherence to certain E-rate rules and requirements that are 'procedural' in nature does not promote the goals of section 254 of the Act – ensuring access to discounted telecommunications and information services to schools and libraries – and therefore does not serve the public interest."[21]

The Division, too, has granted numerous waivers of the signed contract requirement. In *Amphitheater Unified School District*, the Division granted a waiver of the signed contract requirement to eleven applicants after concluding that, "Although the record demonstrates that the petitioners had contracts that were not signed and dated by both parties before the petitioners filed their FCC Form 471 applications, all 11 petitioners had legally binding agreements in place

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19 *Waiver of the Decision of the Universal Service Administrator by Adams County School District 14*, FCC 07-35, Order, 22 FCC Rcd 6019, ¶ 9 (rel. Mar. 28, 2007) ("*Adams County Decision*"). For instance, Adams County argued that, although it did not have a written agreement at the time it filed its FCC Form 471 application, the acceptance of a quote from the vendor constituted a contract. *Request for Review by Adams County School District 14*, CC Docket No. 02-6, filed on Jan. 27, 2006, in its attached Letter of Appeal to USAC dated Aug. 5, 2005, at p. 3. The Chesapeake Public Library System argued that it had an agreement in place at the time it filed its FCC Form 471 application even though the agreement had not been signed because the person authorized to sign contracts was inaccessible for several days. *Request for Review of Chesapeake Public Library System*, CC Docket No. 02-6, filed Nov. 17, 2004. The Institute for Learning Research, Inc. argued that it had an agreement in place at the time it filed its FCC Form 471 application on February 18, 2005 even though the renewal agreement with its vendor was not signed until March 31, 2005, noting that it had been under contract with the service provider continuously since 2002. *Request for Review of Institute for Learning Research, Inc.*, CC Docket No. 02-6, filed Jan. 4, 2006. The District of Columbia Public Schools argued that it had a binding legal agreement with its service provider even though it had not been approved by the Council of the District of Columbia. *Request for Review of District of Columbia Public Schools*, CC Docket No. 02-6, filed Dec. 5. 2005. The Monroe County Library System and the County of Monroe argued that it had a legally binding agreement in place when it issued a "Letter of Intent to Purchase" in response to a vendor proposal prior to the execution of formal agreements. *Request for Review of Monroe County Library System*, CC Docket No. 02-6, filed Oct. 27, 2005.

20 *Adams County Decision*, 22 FCC Rcd 6019, ¶ 9.

21 *Adams County Decision*, 22 FCC Rcd 6019, ¶ 10.

prior to the filing of their FCC Forms 471."[22] The Division reached the same conclusion in the following decisions: *Administrative Headquarters* (2012), *Bayfield School District* (2012), *Al Noor High School* (2012), *Animas School District* (2011), and *Barberton City School District* (2008).[23]

A waiver in this case would be fully consistent with established Commission precedent because it had legally binding agreements with its selected service provider before the filing of the FCC Form 471 applications. PRDE and CLARO had agreed to extend the Service Agreements under the same terms and conditions previously negotiated for FY2012 prior to the filing of the FCC Form 471 application. There were no negotiations taking place between PRDE and CLARO at the time that PRDE filed its applications. PRDE's CIO sent final versions of the Renewal Agreements to PRDE's Secretary, who requested the necessary authorization from the Governor's Office to sign the Renewal Agreements. Approval from the Governor's Office was received on June 27, 2013, and the Renewal Agreements were signed on June 28, 2013, ***before***

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22 *Requests for Review or Waiver of Decisions of the Universal Service Administrator by Amphitheater Unified School District 10*, DA 13-1208, Order, 28 FCC Rcd 7536, ¶ 2 (TAPD rel. May 24, 2013).

23 *Requests for Review and/or Requests for Waiver of the Decisions of the Universal Service Administrator by Administrative Headquarters*, DA 12-1771, Order, 27 FCC Rcd 13509, ¶ 2 (TAPD rel. Nov. 6, 2012) (granting waivers where the applicants had contracts that contained minor errors or were not signed and dated by both parties before the filing of the FCC Form 471 applications but the applicants had legally binding agreements in place during the relevant funding year prior to the filing of FCC Form 471 applications); *Requests for Review and/or Waiver of the Decisions of the Universal Service Administrator by Bayfield School District*, DA 12-2052, Order, 27 FCC Rcd 15890, ¶ 2 (TAPD rel. Dec. 26, 2012) (same as *Administrative Headquarters*); *Requests for Review and/or Requests for Waiver of the Decisions of the Universal Service Administrator by Al Noor High School*, DA 12-1172, Order, 27 FCC Rcd 8223, ¶ 2 (TAPD rel. July 23, 2012) (granting waivers where the applicants had contracts that contained minor errors or were not signed and dated by both parties before the filing of the FCC Form 471 applications but the applicants had "some form of an agreement in place during the relevant funding year prior to the filing of their FCC Form 471 applications"). *Requests for Review and/or Requests for Waiver of the Decisions of the Universal Service Administrator by Animas School District 6*, DA 11-2040, Order, 26 FCC Rcd 16903, ¶ 3 (TAPD rel. Dec. 22, 2011) (same as *Al Noor High School*); *Request for Waiver of the Decision of the Universal Service Administrator by Barberton City School District*, DA 08-2382, Order, 23 FCC Rcd 15526, ¶ 7 (TAPD rel. Oct. 30, 2008) (same as *Al Noor High School* and *Animas School District*).

the beginning of FY2013.[24] There has been no waste, fraud or abuse in this case. Lastly, PRDE acted in good faith at all times in an effort to comply with both the Commission's rules and Puerto Rico's rules governing the procurement of goods and services.

In addition to established Commission precedent, it should be noted that in the *E-rate Modernization Order* released on July 23, 2014, the Commission revised Section 54.504(a) of its rules to "ease" the signed contract requirement. Prospectively, the revised rule will require that applicants have a signed contract "or other legally binding agreement" in place prior to filing their FCC Forms 471.[25] The Commission stated that there were "many instances where applicants have an agreement in place with their service provider or are already receiving services, but have difficulty obtaining signatures prior to the submission of their FCC Forms 471," and noted that, in many cases, "applicants have sought a waiver of this rule after having failed to obtain signatures prior to the submission of their FCC Forms 471."[26] The Commission stated that it has "...consistently waived the requirement of a signed contract for petitioners who have demonstrated that they had a legally binding agreement in place for the relevant funding year."[27] In light of these factors, the Commission revised the signed contract rule to "further increase the efficiency of the administrative process and simplify the application process for applicants."[28]

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[24] The fact that PRDE had not received authorization from the Governor's Office to sign the Renewal Agreements (which was entirely outside of PRDE's control) did not make the Renewal Agreements null and void. At most, such fact made the Renewal Agreements "voidable" as opposed to "void." Under Puerto Rico law, and unlike a void contract (such as a contract for an illegal purpose), a voidable contract is a valid contract. *Rodriguez v. Gen. Carl Vuono*, 757 F. Supp. 141, 149 (P.R. Dist. Ct. 1991); *Santiago-Marrero v. Superior Court*, 89 D.P.R. 835, 839 (1964); *see generally* P.R. LAWS ANN. tit. 31, §§ 3511-25.

[25] *E-Rate Modernization Order*, FCC 14-99, 2014 FCC LEXIS 2644, ¶ 203 (2014).

[26] *Id.*, ¶ 203.

[27] *Id.*, ¶ 203 (citations omitted).

[28] *Id.*, ¶ 203.

In relaxing the signed contract requirement, the Commission gave a specific example of the type of evidence that would confirm the existence of a legally binding agreement. The Commission said: "For example, a bid for services that includes all material terms and conditions provided in response to an FCC Form 470 would be sufficient evidence of an offer and an email from the applicant telling the service provider the bid was selected would suffice as evidence of acceptance. In addition, after a commitment of funding, an applicant's receipt of services consistent with the offer and with the applicant's request for E-rate support will also constitute evidence of the existence of a sufficient offer and acceptance."[29] In this case, CLARO submitted a bid in response to PRDE's FCC Form 470, and PRDE accepted the bid by entering into Contract Awards as well as Service Agreements with CLARO for FY2012, which were later extended to FY2013. PRDE received services from CLARO consistent with PRDE's request for E-rate support and with CLARO's bid. In other words, there is no question that PRDE and CLARO had legally binding agreements in place and both parties acted in reliance of such agreements. While the revised Section 54.504(a) will not be effective until the beginning of Funding Year 2015, the relaxation of the signed contract requirement evidences a shift in Commission policy with respect to this requirement, and a waiver of the signed contract requirement in this case would be consistent with the Commission's revised rules.

IV. CONCLUSION

For the reasons previously stated, PRDE respectfully requests a waiver of Section 54.504(a) of the Commission's rules with respect to its FCC Forms 471 applications for FY2013 as well as any other Commission rule establishing procedural deadlines that might be necessary to effectuate a waiver of the signed contract requirement.

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[29] *Id.*, ¶ 204.

Respectfully submitted,

PUERTO RICO DEPARTMENT OF EDUCATION

/s/ Maribel Picó

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August 15, 2014

Exhibits

Exhibit A	Contract Awards between the Puerto Rico Department of Education and Puerto Rico Telephone Company, Inc. d/b/a Claro
Exhibit B	Service Agreements between the Puerto Rico Department of Education and Puerto Rico Telephone Company, Inc. d/b/a Claro
Exhibit C	Email exchange between the Puerto Rico Department of Education and Puerto Rico Telephone Company, Inc. d/b/a Claro regarding Renewal Agreements, dated February 25, 2013
Exhibit D	Request by the Chief Information Officer of the Puerto Rico Department of Education for Approval of the Renewal Agreements for FY2013
Exhibit E	Puerto Rico Department of Education, Authorizations Nos. 11-25, 11-26 and 11-27 for E-Rate Funds for FY2013
Exhibit F	Executive Order No. OE-2013-002 promulgated by the Governor of the Commonwealth of Puerto Rico on January 3, 2013
Exhibit G	Executed Renewal Agreements between the Puerto Rico Department of Education and Puerto Rico Telephone Company, Inc. d/b/a Claro for FY2013

Declaration of Maribel Picó

I, Maribel Picó, hereby declare under penalty of perjury that:

1. I am the Chief Information Officer of the Puerto Rico Department of Education of the Commonwealth of Puerto Rico and have held such position since 2013. My business address is: PO Box 190759 San Juan P.R. 00919

2. As Chief Information Officer, one of my responsibilities is to oversee the Puerto Rico Department of Education's applications for E-rate support.

2. I have read the accompanying *Request for Waiver* by the Puerto Rico Department of Education. The statements made in the *Request for Waiver* are true and correct to the best of my knowledge and belief.

Maribel Picó

Executed: August 15, 2014