



BID BOND

BOND NO. 10136563-18

KNOW ALL MEN BY THESE PRESENTS, that we **SERVICES & SOLUTIONS CORP. (SESCO)** as Principal, and the **UNITED SURETY & INDEMNITY COMPANY**, an insurance company duly organized and existing under the laws of the Commonwealth of Puerto Rico, having its principal place of business at Guaynabo, Puerto Rico, as surety, are held and firmly bound unto **GOBIERNO DE PUERTO RICO/DEPARTAMENTO DE EDUCACION-SECRETARIO DE HACIENDA** as Obligee, in the penal sum of **TWENTY PERCENT (20%) OF THE BID AMOUNT NOT EXCEED OF \$1,200,000.00** dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting a proposal **REQUEST FOR PROPOSALS FOR E-RATE FY2012 INTERNAL CONNECTIONS. BID NO. RFP-SF-(OC) 2011-017.**

THE CONDITION OF THE ABOVE OBLIGATIONS IS SUCH, that if the aforesaid Principal is awarded the contract, the Principal shall, within the period specified therein, or if no period is specified, within ten (10) days after the notice of such award, enter into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void and of no effect; otherwise the Principal and the Surety will pay the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contract with a third party to perform the work if such amount is in excess of the amount of the bid of the Principal. In no event shall the liability hereunder exceed the penal sum hereof.

This bond is valid for 90 days from the date it is issued or the term specified in the Bid documents whichever is less.

Any suits or proceedings in equity brought or to be brought against the Surety shall be initiated within ninety (90) days after the acceptance of the Principal's bid.

SIGNED and SEALED this March 8, 2012.

SERVICES & SOLUTIONS CORP. (SESCO)

UNITED SURETY & INDEMNITY COMPANY

By: 



By: 

LOURDES SANTANA LOPEZ
Attorney in Fact




UNITED SURETY & INDEMNITY COMPANY

A Commitment to Excellence and Integrity

CERTIFICATE OF APPOINTMENT OF ATTORNEY-IN-FACT

Know All Men by these Presents, that UNITED SURETY & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Puerto Rico, and having its principal office in the City of Guaynabo, Puerto Rico, does hereby certify that it has made, constituted and appointed LOURDES SANTANA LOPEZ, of Bayamón, Puerto Rico, its true and lawful Attorney-in-Fact with full power and authority conferred to sign, seal and execute in its behalf bonds, undertakings and other obligatory instruments of similar nature as follows:

WITHOUT LIMITATION

and to bind UNITED SURETY & INDEMNITY COMPANY thereby as fully and to the same extent as if such instruments were signed by an officer of UNITED SURETY & INDEMNITY COMPANY and all the acts of said Attorney, pursuant to the authority given by virtue of Deed Number Eighteen (18), executed on the 10th of October, 2008; before Notary Public Johanny Martínez Batista, are hereby ratified and confirmed.

The Power of Attorney granted by the above mentioned deed, was made and executed pursuant to and by authority of the By-Laws duly adopted by the Stockholders of the Company. Certified copy of the above mentioned Deed shall be filed at the Office of the Commissioner of Insurance of Puerto Rico.

In Witness Whereof, UNITED SURETY & INDEMNITY COMPANY has, pursuant to its By-Laws, caused the present certificate to be signed by the Secretary and its corporate seal to be hereto affixed this 31st of March, 2011.

UNITED SURETY & INDEMNITY COMPANY

By:

Rafael A. Blanes González, Secretary



Affidavit Number: 0185

and subscribed before me by Rafael A. Blanes González, of legal age, married, executive and resident of Guaynabo, Puerto Rico, to me personally known.

In Guaynabo, Puerto Rico, this 31st day of March, 2011.

Johanny Martínez Batista
Notary

8th The present certificate is in full force and effect as of this day of March, 2012.

Rafael A. Blanes González
Secretary



UNITED SURETY & INDEMNITY COMPANY
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March 8, 2012

To Whom It May Concern:

RE: SERVICES & SOLUTIONS CORP. (SESCO)

Dear Sir:

Please be advise that the captioned account is considered in very high regard by this Company. We have been bonding the Corporation since early **2001** and have cleared the captioned account on contracts in the amount of **\$6,000,000** per project.

It is however, the policy of this Company not to disclose aggregate lines of credit on contract accounts. The reason for this policy is that there are many things which we take in consideration in evaluating a proposed contract.

Again, we are pleased with their past performance and look forward to favorable consideration of any bonding proposition they want to entertain.

The above information is given as a courtesy, submitted in strict confidence for your own exclusive use and is without responsibility on the part of this Company or any of its officers.

In keeping with our customary practice of executing Surety bonds for this contractor or any other contractor, any arrangements for the final bonds is a matter between the contractor and ourselves, and we assume no liability to third parties or to you if for some reason we fail to execute said bonds.

Cordially,


Duhamel Iglesias Cacho
Vicepresident
Bond Department



CERTIFICATE OF LIABILITY INSURANCE

03/07/2012

#IR120307000001

Producer: CORE INSURANCE BROKERS

Code:

Insured name: SERVICES & SOLUTIONS, CORP.

Address: P O BOX 9066605

SAN JUAN, PR 00906-6605

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

Insurer A: REAL LEGACY ASSURANCE COMPANY

Insurer B:

Insurer C:

Insurer D:

Insurer E:

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGES	Policy Number	Policy Effective	Policy Expiration	Limits	
GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur Gen'l Aggregate Limit Applies per: <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Loc	CPP2012004734	02/14/2012	02/14/2013	GENERAL AGGREGATE	\$ 1,000,000
				PRODUCTS-COMP/OP AGG	\$ 1,000,000
				PERSONAL & ADV. INJURY	\$ 1,000,000
				EACH OCURRENCE	\$ 1,000,000
				FIRE DAMAGE (Any one fire)	\$ 50,000
				MED EXP (Any one person)	\$ 5,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	CLP-2012004920	02/14/2012	02/14/2013	COMBINED SINGLE LIMIT (ea accident)	\$ 1,000,000
				BODILY INJURY (per person)	
				BODILY INJURY (per accident)	
				PROPERTY DAMAGE (per accident)	
GARAGE LIABILITY <input type="checkbox"/> Any Auto				AUTO ONLY-EA ACCIDENT	
				OTHER THAN AUTO ONLY: EA ACC AGG	
EXCESS LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible <input type="checkbox"/> Retention \$0				EACH OCURRENCE	
				AGGREGATE	
A WORKERS COMPENSATION AND EMPLOYER'S LIABILITY	CPP2012004734	02/14/2012	02/14/2013	<input type="checkbox"/> WC Statutory Limits <input type="checkbox"/> Other	
				E.L. EACH ACCIDENT	\$ 1,000,000
				E.L. DISEASE-EA EMPLOYEE	\$ 1,000,000
				E.L. DISEASE-POLICY LIMIT	\$ 1,000,000
A PHYSICAL DAMAGE	CLP-2012004920	02/14/2012	02/14/2013	COMP. DED. \$500.00 COLL. DED. \$500.00	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Insurance Certification With Respect to: Request for proposal for E-Rate FY2012 Internal Connections Subasta Formal : S.F.(OC) 2011-017

CERTIFICATE HOLDER **ADDITIONAL INSURED; MORTGAGEE OR LOSS PAYEE:** **CANCELLATION**

Departamento de Educacion

PO BOX 190759
SAN JUAN PR 00917

File No: 1060690

User: IR

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Maribella Ramos Prieto
MARIBELLA RAMOS PRIETO

INSURED: SERVICES & SOLUTIONS, CORP.

POLICY NO.:CLP-2012004920, CPP2012004734, CPP2012004734, CLP-2012004920

It is hereby understood and agreed that the following endorsements are included to made part of this policy, with respect to: General Liability coverage part.

HOLD HARMLESS AGREEMENT

Subject to terms and conditions of this policy it is agreed that such insurance as is afforded by the Contractual Liability Coverage provided under the liability section of this policy and applicable only to the project mentioned below, the following agreement applies:

THE NAMED INSURED SHALL SAVE HARMLESS FROM AND AGAINST ALL LIABILITY FOR INJURIES OR HARM TO INDIVIDUALS AND PERSONS, AND DAMAGE TO PROPERTY CAUSE BY INSURED'S USE AND OCCUPANCY OF THE PREMISES COVERED BY THIS AGREEMENT AND ITS SURROUNDING, OR BY THE INSURED'S OPERATIONS, THE NAMED INSURED SHALL DEFEND ANY COURT ADMINISTRATIVE ACTION BROUGHT AGAINST:

Departamento de Educacion

PO BOX 190759

SAN JUAN PR 00917

FOR THE AFORMENTIONED DAMAGES, INJURIES OR HARM AND SHALL PAY ANY COMPENSATION OR JUDGEMENT RESULTING THEREOF.

CANCELLATION CLAUSE:

It is hereby understood and agreed that in the event of cancellation of policy **thirty** (**30**) days written notice shall be given to:

Departamento de Educacion

PO BOX 190759

SAN JUAN PR 00917

Prior to said cancellation becomes in effect. This will apply only on cancellation requested by the Company for other reason than non-payment of premium.

ADDITIONAL INSURED:

It is hereby understood and agreed that the following is included as Additional Insured and Loss Payee in this policy:

Departamento de Educacion

PO BOX 190759

SAN JUAN PR 00917

Description of Operation:

Insurance Certification With Respect to: Request for proposal for E-Rate FY2012 Internal Connections Subasta Formal : S.F.(OC) 2011-017

OVERSEAS INSURANCE AGENCY, INC.

Countersignature of Certificate constituted valid countersignature of this endorsement.


MARIBELLA RAMOS PRIETO

Authorized Representative

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.