

2016-P00063G

**COMMONWEALTH OF PUERTO RICO
PUERTO RICO ELECTRIC POWER AUTHORITY**

**SEVENTH AMENDMENT AND EXTENSION TO CONTRACT 2016-P00063
FOR THE ELECTRONIC PAYMENTS PROCESSING THROUGH TELEPHONE,
INTERNET, IVR AND RECURRENT DEBIT, ORIENTAL BANK**

APPEAR

AS FIRST PARTY: The Puerto Rico Electric Power Authority (PREPA), a public corporation and government instrumentality of the Commonwealth of Puerto Rico, created by Act 83 of May 2, 1941, as amended, represented in this act by its Chief Executive Officer/Executive Director, José F. Ortiz Vázquez, of legal age, married and resident of San Juan, Puerto Rico.-----

AS SECOND PARTY: Oriental Bank (Contractor), a bank institution with executive business offices in Hato Rey, Puerto Rico organized and existent under the laws of the Government of Puerto Rico, authorized to do business in Puerto Rico, represented in this act by its Executive Vice President, Patrick John Haggarty Phillips, of legal age, married, and resident in Guaynabo, Puerto Rico and by its Vice President, Julia Elena Bermúdez Ríos, of legal age, single, and resident in San Juan, Puerto Rico; duly authorized in virtue of Certification of corporate Resolution dated June 25, 2020.-----

Both PREPA and Contractor are herein individually referred to as a Party and collectively referred to as the Parties.-----

WITNESSETH

In consideration of the mutual covenants and agreements contained in this Amendment of Contract, hereinafter stated, the Parties agree themselves, their personal representatives, and successors as follows: -----

-----RECITALS-----

WHEREAS: The appearing Parties executed Contract 2016-P00063 (Contract) on March 29, 2016, with a maximum amount of five hundred seventy-five thousand dollars (\$575,000) and effective until June 30, 2016 or until a new contract product of a competitive process was awarded, whichever occur first. Through this Contract, the Contractor provides PREPA the electronic processing of payments received through the following channels: 1) customer Service Center of PREPA (Customer Service Representative); 2) Website of PREPA (Internet); 3) Recurrent Debit (Preauthorized Payments); 4) Automated payment by telephone through IVR (Interactive Voice Response) by telephone number (787) 521-2121 or any other that PREPA assigns. -----

WHEREAS: The Contract was amended six times. Each amendment was executed to extend the Contract term and to recognize its maximum amount under each term. The current term of the Contract shall expire on June 30, 2020. -----

WHEREAS: PREPA needs to continue receiving the Contractor's services and requests an extension to the Contract, from July 1, 2020 through December 31, 2020 or until the Customer Service Directorate concludes the Request for Proposal (RFP) for the payment processing services and the new contract is executed, whichever comes first. This Amendment was previously approved by PREPA's Governing Board Resolution 4808 dated on June 24, 2020. -----

THEREFORE: In order to continue receiving the Contractor's services the appearing Parties hereby agree to enter into this Seventh Amendment under the following: -----



TERMS AND CONDITIONS

FIRST: The Article Fourth of the Contract is amended to extend its term from July 1, 2020 through December 31, 2020, or until PREPA concludes a competitive process for the electric payments processing services and executes the new contract, whichever comes first. The remaining sentences of Article Fourth, not affected by this amendment shall remain unaltered and fully enforceable. -----

SECOND: For services rendered under this Amendment, the amount shall not exceed nine hundred thousand dollars (\$900,000). The payments to be made under this Contract will be charged to account 01-4017-90503-556-646. -----

THIRD: As for the original Contract, Contractor will continue to comply with all applicable State Law, Regulations or Executive Orders that regulate the contracting process and requirements of the Commonwealth of Puerto Rico. Particularly, Act 237-2004, as amended, which establishes uniform contracting requirements for professional services. In accordance with the Official Letter CC-OC-20-20, issued by the Comptroller Office of Puerto Rico the Contractor will have sixty days after finalized the Curfew declared by the Government of Puerto Rico to submit the required documents except the Sworn Statement and the Corporate Resolution that will have to be provided at the execution of this Seventh Amendment.-----

A. Contractor shall provide, concerning this Seventh Amendment, the following documents: -----

1. Certificate issued by the Treasury Department of Puerto Rico which indicates that

Contractor does not owe taxes to the Commonwealth of Puerto Rico; or is paying such taxes by an installment plan in full compliance with its terms. -----

2. An Income Tax Return Filing Certificate, issued by the Treasury Department of Puerto Rico, Area of Internal Revenues, assuring that Contractor has filed his Income Tax Return for the last five (5) tax years. -----
3. Certificate issued by the Municipal Revenues Collection Center (MRCC), demonstrating that Contractor does not owe any tax. -----
4. Certificate issued by the Municipal Revenues Collection Center (MRCC), indicates that Contractor has filed the Personal Property Tax Return to such governmental agency. -----
5. Certificate issued by the Department of Labor and Human Resources of Puerto Rico, that indicates that Contractor has paid to the Department of Labor and Human Resources of Puerto Rico its employee contributions in accordance with the Puerto Rico Employment Security Act (unemployment, temporary disability or sickness), or is paying such contributions by an installment plan and is in full compliance with its terms.-----
6. Certificate issued by the Department of Labor and Human Resources of Puerto Rico, that indicates that Contractor has paid to the Department of Labor and Human Resources of Puerto Rico its employee contributions in accordance with the Puerto Rico Employment Security Act (social security for chauffeurs), or is paying such contributions by an installment plan and is in full compliance with



its terms.-----

7. Certificate issued by the Puerto Rico Child Support Administration (ASUME) assuring that Contractor is in compliance with the collection of child support payments. -----
8. A copy of the Merchant Registration Certificate. -----
9. Puerto Rico Sales and Use Tax Return Filing Certificate, issued by the Treasury Department of Puerto Rico, Area of Internal Revenues, assuring that Contractor is in compliance with it. -----
10. Good Standing Certificate issued by the State Department of Puerto Rico. -----

Consequences of Non-Compliance

Contractor expressly agrees that the conditions outlined throughout this Section A are essential requirements of the Contract. Consequently, should any one of these representations, warranties or certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be enough cause for PREPA to render the Contract null and void. If any of the certifications listed in this Section A shows a debt, and Contractor has requested a review or adjustment of this debt, Contractor hereby certifies that it has made such request at the time of the Amendment execution. If the requested review or adjustment is denied and such determination is final, Contractor will provide, immediately, to PREPA a proof of payment of this debt; otherwise, Contractor accepts that the owed amount be offset by PREPA and retained at the origin, deducted from the corresponding payments. -----



FOURTH: Contractor agrees to comply with the provisions of Act 2-2018, as the same may be amended from time to time, which establishes the Anti-Corruption Code for a New Puerto Rico. Contractor hereby certifies that it does not represent particular interests in cases or matters that imply a conflicts of interest, or of public policy, between the executive agency and the particular interests it represents.-----

Contractor shall furnish a sworn statement to the effect that neither Contractor nor any president, vice president, executive director or any member of a board of officials or board of directors, or any person performing equivalent functions for Contractor has been convicted of or has pled guilty to any of the crimes listed in Article 6.8 of Act 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico or any of the crimes included in Act 2-2018.-----



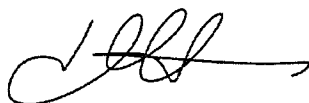
FIFTH: Except to the extent otherwise permitted under CC OC-20-20, Contractor understands and agrees that PREPA is prohibited to process any payment under the Contract until the enumerated certifications are submitted to PREPA. -----

SIXTH: The Parties agree that all other terms, conditions, specifications, stipulations, insurances, and requirements established in the Contract shall remain unaltered and fully enforceable. -----

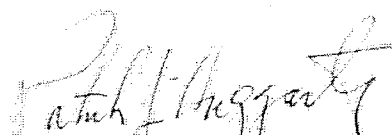
In WITNESS WHEREOF, the Parties hereto have agreed to execute this Seventh Amendment in San Juan, Puerto Rico, on this 30 day of June, 2020.-----

Puerto Rico Electric Power Authority

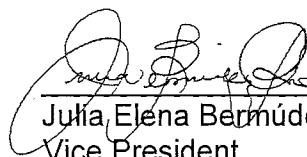
Oriental Bank



José F. Ortiz Vázquez
Chief Executive Officer



Patrick John Haggarty Phillips
Executive Vice President



Julia Elena Bermúdez Ríos
Vice President