

**PUERTO RICO ELECTRIC POWER AUTHORITY  
PROFESSIONAL SERVICES CONTRACT  
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 (Act 83), represented in this act by its Chief Executive Officer/Executive Director, mister Jose F. Ortiz Vázquez, of legal age, married, and resident of San Juan, Puerto Rico. -----

**As Second Party:** Antares Solutions Group, Inc., hereinafter referred to as Contractor, a corporation organized and registered to do business in Puerto Rico, with a principal place of business at Dorado, represented in this act by mister Miguel A. Ramos Colón, President, of legal age, married, and a resident of Dorado, Puerto Rico, duly authorized to appear in representation of the Contractor by Corporate Resolution dated on November 29, 2018. -----

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

**WITNESSETH**

**WHEREAS**, PREPA, by virtue of its enabling act (Act 83), has the authority to engage those professional, technical and consulting services necessary and convenient to the activities, programs, and operations of PREPA;-----

**WHEREAS**, Pursuant Section 205 (2) (e) of Act 83 competitive bidding shall not be necessary when prices are not subject to competition because there is not more than one source of supply and PREPA deems it in the best interests of good administration for such works or services to be contracted without such announcements.-----

**WHEREAS**, PREPA is interested in obtain the services of the Contractor in support of its effort to maintain the software development cycle of Asset Suite, Curator and Service Suite business applications. -----

**WHEREAS**, the Contractor states that it is ready, willing and able to provide the services pursuant to the terms and conditions set forth herein.-----

**NOW THEREFORE**, in consideration of the mutual promises and the terms and conditions set forth herein, PREPA and the Contractor agree as follows: -----

**I. TYPE OF CONTRACT**

**A. Scope of Services:**

1. In accordance with the terms and conditions set forth herein, as required by PREPA, the Contractor will provide technical support services to support PREPA's IT and OT administrators with any technical and business issue related with the operation and maintenance of Asset Suit, Curator and Service Suite. -----
2. The Contractor will provide services on site and remotely as the technical/business issues demands. -----
3. The Contractor will provide services as described on Appendix B, identified as Engagement Document, dated on September 18, 2018. In case of discrepancy between the terms and conditions of Appendix B and the Contract, the terms and conditions of the Contract will prevail. -----

**B. Additional Provisions regarding the Services:**

1. Any and all changes and/or modifications to the scope of the Services shall be in writing and must be signed by both Parties.-----



2. The Contractor represents that it has or shall obtain, or cause to be obtained, all personnel necessary to undertake and provide the Services in a manner satisfactory to PREPA.-----
3. The Contractor may not subcontract any of the Services that it has committed to perform or provide pursuant to this Contract without the prior written approval of PREPA's Chief Executive Officer or any of its authorized representatives. Such consent to subcontract shall not relieve the Contractor of its full responsibilities under this Contract. Consent to the subcontracting of any part of the services shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the Contractor's request for the making of a subcontract between the Contractor and its chosen subcontractor (hereinafter a "Subcontractor"). The Contractor shall be responsible for all services performed by the Subcontractor and all such services shall conform to the provisions of this Contract.-----

## II. TERM OF CONTRACT

This Contract shall be in effect from the date of its execution until June 30, 2019 (The Contract Period). The Contract may be extended for an additional fiscal year, at the exclusive option of PREPA and subject to the availability of funds. Either party shall have the right to terminate this Contract, at any moment, by providing the other party thirty (30) days written notice by registered mail, return receipt requested, or overnight express mail. If notice is given, this Contract shall terminate upon the expiration of thirty (30) days and PREPA shall be obligated to pay all fees and expenses incurred



up to the day of effective termination, in accordance with the terms of this Contract. The rights, duties and responsibilities of the Parties shall continue in full force and effect during the thirty (30) day notice period. The Contractor shall have no further right to compensation except for what has been accrued for services rendered under this Contract until said date of effective termination. Moreover, PREPA shall have the right to terminate this Contract immediately in the event of negligence, dereliction of duties or noncompliance by the Contractor. -----

**III. COMPENSATION AND PAYMENT**

As compensation for services rendered under this Contract, PREPA agrees and Contractor accepts that the total amount to be paid under this Contract shall not exceed four hundred ninety four thousand and four hundred fifty dollars (\$494,450) (the "Contract Amount"). However, nothing herein shall preclude the parties from agreeing to increase said amount. PREPA will only pay for services that are evidenced by a properly submitted invoice for services rendered. Notwithstanding the foregoing, any increase to the Contract Amount shall be evidenced in writing and signed by both the Contractor and PREPA. PREPA will not be required to make advance payments for any service to be rendered by the Contractor under this Contract. -----



The Contractor shall promptly notify PREPA when the billing under the present Contract amounts to seventy five percent (75%) of the Contract Amount. Once this notification has been issued, the Contractor, in coordination with PREPA,

will ensure that no services will be rendered in excess of the Contract Amount, except when a written amendment is agreed upon by both Parties. -----

In addition, the Contractor shall present a reasonably itemized list of the remaining billable work that is in progress under the Contract. -----

All payments performed under this Contract will be charged to PREPA's budget account number 01-4019-93023-556-644. -----

The Contractor shall submit monthly invoices within the first thirty (30) days following the period invoiced that will include a description of the services rendered and the number of hours spent by each person. Each invoice for professional services shall be itemized and must be duly certified by an authorized representative of the Contractor. -----

PREPA will review the invoices within thirty (30) days of receipt, and if they are in compliance with the requirements set forth in this Contract, it will proceed with payment. Payment is due within 60 days of receipt. PREPA reserves the right to conduct the audits it deems necessary, and it will not be subject to finance charges regarding invoice payments subject to an audit. -----



Invoices must also include a written and signed certification stating that no officer or employee of PREPA, and their respective subsidiaries or affiliates, will personally derive or obtain any benefit or profit of any kind from this Contract, with the acknowledgment that invoices that do not include this certification will not be paid. This certification must read as follows: -----

*"We certify under penalty of nullity that no public servant of PREPA will derive or obtain any benefit or profit of any kind from the contractual relationship which is the*

*basis of this invoice. If such benefit or profit exists, the required waiver has been obtained prior to entering into the Agreement. The only consideration to be received in exchange for the delivery of goods or for the Services provided is the agreed-upon price that has been negotiated with an authorized representative of the PREPA. The total amount shown on this invoice is true and correct. The Services have been rendered, and no payment has been received”.*

\_\_\_\_\_  
*Contractor's Signature*

The Contractor agrees to submit bank account wiring instructions to PREPA in order to facilitate payment by means of electronic transfer. -----

As required by Act 48-2013, as amended, PREPA will withhold a special contribution of one point five percent (1.5%) of the gross amounts paid under this Contract. -----

In compliance with Executive Order 1991 OE- 24; and C.F.R. Part 404 et. seq., the Contractor will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income, from this Contract. -----

PREPA shall deduct and withhold ten percent (10%) of any and all payments to residents of the Commonwealth of Puerto Rico as required by the Internal Revenue Code of Puerto Rico. In case of U.S. citizens and non-U.S. citizens, which are nonresidents of the Commonwealth of Puerto Rico, the Contractor will retain twenty percent (20%) and twenty-nine percent (29%) respectively. PREPA will remit such withholdings to the Government of Puerto Rico's Treasury Department (Departamento de Hacienda de Puerto Rico). The Contractor will request PREPA not to make such



withholdings if, to the satisfaction of PREPA, the Contractor timely provides a release from such obligation by the Government of Puerto Rico's Treasury Department.  
3 L.P.R.A. § 8611 et seq., 2011 L.P.R. 232; 232-2011. -----

**IV. REIMBURSABLE EXPENSES**

The reimbursable expenses are included in the Contract Amount. PREPA shall reimburse the Contractor for out of pocket expenses incurred in providing the Services, subject to the terms of this Contract and will be reimbursed by PREPA through the presentation of acceptable evidence for such expenses. PREPA shall not pay for travel time. -----

Any travel and lodging expense for which a reimbursement is requested shall be reasonable and necessary, and any travel and lodging expenses shall be authorized in writing and in advance by PREPA. PREPA will not reimburse expenses that do not comply with this provision and Appendix A. Under no circumstances will expenses for alcoholic beverages be reimbursed. -----

**V. CONFLICTS OF INTEREST**

A. The Contractor acknowledges that in executing its services pursuant to this Contract, it has an obligation of complete loyalty towards PREPA, including having no conflict of interests. "Conflict of interests" means representing clients who have or may have interests that are contrary to PREPA, but does not include rendering services that are unrelated to this engagement. This duty includes the continued obligation to disclose to PREPA all circumstances of its relations with clients and third parties which would result in a conflict of interest, and any adverse interest



which would influence Contractor when executing the Contract or while it is in effect. -----

This conduct by one of the Contractor's partners, members, directors, executives, officers, clerks or employees shall be attributed to the Contractor for purposes of this prohibition. The Contractor shall endeavor to avoid even the appearance of the existence of a conflict of interest that has not otherwise been waived. -----

The Contractor acknowledges the power of PREPA's Chief Executive Officer to oversee the enforcement of the prohibitions established herein. If PREPA's Chief Executive Officer determines the existence or the emergence of conflict of interest with the Contractor, he shall inform such findings in writing and his intentions to terminate the Contract within a fifteen (15) day term. Within such term, Contractor can request a meeting with PREPA's Chief Executive Officer to present its arguments regarding the alleged conflict of interest. This meeting shall be granted in every case. If such meeting is not requested within the specified term, or if the controversy is not settled satisfactorily during the meeting, this Contract shall be terminated at the end of said fifteen (15) day period. -----

The Contractor certifies that at the time of the execution of this Contract, it does not have nor does represent anyone who has conflict of interest that is in conflict with PREPA. If such conflicting interests arise after the execution of this Contract, the Contractor shall, to the extent consistent with its obligations to other clients, notify PREPA immediately. -----





B. No employee, officer, or agent of PREPA shall participate in the selection, or in the award or administration of a contract, supported by Federal funds, if a conflict of interest, real or apparent, would be involved. -----

**VI. RESPONSIBILITIES OF PREPA**

PREPA shall use reasonable efforts to cooperate with the Contractor, including by providing any information reasonably requested by Contractor and providing access to any facility at which the Services are to be performed at such times as may reasonably be requested by the Contractor. -----

**VII. OWNERSHIP AND USE OF DOCUMENTS**

With the exception of the Contractor's working papers, the Contractor acknowledges PREPA's ownership of all information, drafts, documents, reports, papers, and other materials developed and prepared by the Contractor, its agents or representatives, for purposes of performing the obligation hereunder. In the event of any termination, the Contractor shall deliver such information, drafts, reports, papers and other materials to PREPA, in document form and/or as computer program data, and the Contractor recognizes PREPA's right to request such documentation and/or computer program data. Should the Contractor fail to deliver said information, PREPA may seek a judicial order to enforce its rights. Except as otherwise provided, all information, drafts, documents, reports, papers and other materials developed and prepared by the Contractor or any Sub-Contractor, or any of its agents or representatives, for purposes of performing the obligations hereunder shall be deemed privileged work product of PREPA. -----



**VIII. NON-DISCLOSURE AND CONFIDENTIALITY**

**A. Confidential Information (the “Confidential Information”):**

1. **Definition:** The term Confidential Information, as used throughout this Contract, means any information concerning PREPA and/or PREPA’s operations and that of its Contractor (e.g., the projects, computer processing systems, object and source codes and other business and financial affairs of PREPA). The term Confidential Information shall also be deemed to include all notes, analysis, compilation, studies and interpretation or other documents prepared by the Contractor, its agents or representatives in connection with the PREPA’s operations. -----
2. **Non-Disclosure:** The Contractor and its employees, affiliates and authorized subcontractors agrees to take all reasonable steps or measures to keep confidential all Confidential Information and will not, at any time, present or future, without PREPA’s express written authorization, use or sell, market or disclose any Confidential Information to any third party, firm, corporation, or association for any purpose whatsoever. The Contractor further agrees that, except as they relate to the normal course of the service, the Contractor will not make copies of the Confidential Information except upon PREPA’s express written authorization, signed by an authorized representative of PREPA, and will not remove any copy or sample of Confidential Information without the prior written authorization from PREPA. The Contractor retains the right to control its work papers subject to these confidentiality provisions. -----



3. **“Confidential Information” shall not apply to any information which:**

- a) is generally known to (a) the public at the time of disclosure to the Contractor or becomes generally known through no wrongful act on the part of the Contractor; -----
- b) is in the Contractor 's possession at the time of disclosure otherwise than as a result of the Contractor 's breach of any legal obligation; -----
- c) becomes known to the Contractor through disclosure by sources other than the Contractor having the legal right to disclose such information; or -----
- d) is independently developed by the Contractor without reference to or reliance upon the confidential information. -----

In addition, these provisions shall not prohibit the Contractor from making any disclosure pursuant to any subpoena or order of a court or a Governmental or Administrative forum which may assert jurisdiction over the Contractor; provided that, to the extent legally permissible, the Contractor shall promptly notify PREPA of any such disclosure obligations and reasonably cooperate with PREPA's efforts to lawfully avoid and/or minimize the extent of such disclosure. -----

The Contractor will not disclose any Confidential Information relating to the work that the Contractor performs under this Contract. -----

The Contractor may divulge Confidential Information to its employees who need to know such information to fulfill the purposes of this Contract provided that such persons: (i) shall have been advised of the confidential nature of such information and the Contractor shall direct them, and they shall agree, to treat such information



as confidential and to return all materials to the Contractor upon request, but for one copy for record purposes only; and (ii) in each case, such person shall be bound by the terms of this Contract. -----

In connection with the services rendered under this Contract, the Contractor will furnish PREPA any necessary reports, analyses or other such materials that exist as of the date requested, as PREPA may reasonably request. The Contractor shall not invoice the time spent to gather and deliver such information. PREPA, however, acknowledges that the Contractor may develop for itself, or for others, problem solving approaches, frameworks or other tools and processes developed in performing the services and any additional services provided hereunder, and nothing contained herein precludes Contractor from developing or disclosing such materials and information provided that the same do not contain or reflect Confidential Information.-----

**B. Return of Documents:** The Contractor shall return or destroy all Confidential Information, as well as any other document that may relate to its work under this Contract, to PREPA within thirty (30) days after date of the expiration or earlier termination of this Contract, and shall certify that all the information has been returned to PREPA or destroyed, but for electronic information held in archive and/or backup files to the extent such files cannot be deleted without unreasonable effort or expense and created in the ordinary course pursuant to established data backup/archive procedures; provided, however, the Contractor may retain its own work product as long as it maintains the confidentiality of PREPA's Confidential



Information as otherwise provided in this Contract. During this thirty (30) day period, and except to the extent making such documents available would result in the loss of legal privilege for PREPA, these documents shall be available for inspection by the Office of the Comptroller of Puerto Rico. This Article shall survive the termination, expiration or completion of this Contract. -----

**C. Equitable Relief:** The Contractor's material negligent discharge or the breach of the confidentiality clause hereinabove continuing after receipt of written warning or abandonment of the duties assigned hereunder shall constitute a breach of this Contract by the Contractor and PREPA will be entitled to terminate this Contract forthwith, without having to comply with the requirements of notice set forth above, without limitations of any other rights and remedies under law, and will release and discharge PREPA from any further obligations and liabilities hereunder. -----

**IX. TERMINATION BY THE CHIEF OF STAFF OF THE GOVERNOR OF PUERTO RICO AND INTERAGENCY AGREEMENTS**

Pursuant to Memorandum No. 2017-001, Circular Letter 141-17, of the Office of the Chief of Staff of the Governor of Puerto Rico (*Secretaría de la Gobernación*) and the Office of Management and Budget (*Oficina de Gerencia y Presupuesto – OGP*), the Chief of Staff shall have the authority to terminate this Contract at any time. If so directed by the Chief of Staff, PREPA will terminate this Contract by delivering to the Contractor a notice of termination specifying the extent to which the performance of the work under this Contract is terminated, and the effective date of termination. Upon the effective date of termination, the Contractor shall immediately discontinue all services affected and deliver to PREPA all information, studies and other materials



property of PREPA. In the event of a termination by notice, PREPA shall be liable only for payment of services rendered up to and including the effective date of termination. -----

Both parties acknowledge and agree that the contracted services herein may be provided to another entity of the Executive Branch which enters into an interagency agreement with PREPA or by direct disposition of the Office of the Chief of Staff. These services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this Contract. For the purpose of this clause, the term "entity of the Executive Branch" includes all agencies of the Government of Puerto Rico, as well as public instrumentalities, public corporations.

**X. COMPLIANCE WITH THE COMMONWEALTH OF PUERTO RICO CONTRACTING REQUIREMENTS**

The Contractor will comply with all applicable State Law, Regulations or Executive Orders that regulate the contracting process and requirements of the Commonwealth of Puerto Rico. Within the fifteen (15) days after the execution of the Contract the Contractor will provide the following documents and certifications.-----

A. Pursuant to Executive Order Number OE-1991-24 of June 18, 1991, the Contractor will certify and guarantee that it has filed all the necessary and required income tax returns to the Government of Puerto Rico for the last five (5) years. ---

The Contractor, further will certify that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Government of Puerto Rico. The Contractor shall provide, to the satisfaction of PREPA, and whenever requested by PREPA during the term of this Contract, the necessary documentation to support its compliance with this clause. The Contractor will be



given a specific amount of time to produce said documents. During the term of this Contract, the Contractor agrees to pay and/or to remain current with any repayment plan agreed to by the Contractor with the Government of Puerto Rico.

B. Pursuant to Executive Order Number 1992-52, dated August 28, 1992 amending OE-1991-24, the Contractor will certify and warrant that it has made all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. The Contractor accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every Contractor and Sub Contractor whose service the Contractor has secured in connection with the services to be rendered under this Contract and shall forward evidence to PREPA as to its compliance with this requirement. -----

C. The Contractor will certify and guarantee that it does not have any current debt with regards to property taxes that may be registered with the Government of Puerto Rico's Municipal Tax Collection Center (known in Spanish as *Centro de Recaudación de Ingresos Municipales* ("CRIM")). The Contractor further will certify to be current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. The Contractor shall provide, to the satisfaction of PREPA and whenever requested by PREPA during the term of this Contract, Certification issued by the Municipal Revenues Collection Center (MRCC), assuring that the Contractor does not owe any tax accruing to such governmental



agency. To request such Certification, the Contractor will use the form issued by the MRCC (called "CRIM-Certificados, Radicación, Estado de Cuenta y Todos los Conceptos" in the website). The Contractor will deliver upon request any documentation requested by PREPA. During the Term of this Contract, the Contractor agrees to pay and/or to remain current with any repayment plan agreed to by the Contractor with the Government of Puerto Rico with regards to its property taxes.-----

The Contractor shall provide a Personal Property Tax Filing Certification, issued by the MRCC which indicates that Contractor has filed its Personal Property Tax Return for the last five (5) contributory terms or Negative Debt certification issued by the MRCC with respect to real and property taxes and a sworn statement executed by Contractor indicating that (i) its revenues are derived from the rendering of professional services, (ii) during the last five (5) years (or the time in which it has been providing professional services) it has had no taxable business or personal property on the 1<sup>st</sup> of January of each year, (iii) that for such reasons it has not been required to file personal property tax returns, as required under Article 6.03 of Act 83-1991, as amended and (iv) that for such reason it does not have an electronic tax file in the MRCC's electronic system. -----



D. The Contractor shall furnish a Certification issued by the Treasury Department of Puerto Rico which indicates that the Contractor does not owe Puerto Rico Sales and Use taxes to the Commonwealth of Puerto Rico; or is paying such taxes by an installment plan and is in full compliance with its terms. -----



- E. The Contractor shall provide a Puerto Rico Sales and Use Tax Filing Certificate, issued by the Treasury Department of Puerto Rico assuring that Contractor has filed his Puerto Rico Sales and Use Tax for the last sixty (60) contributory periods.
- F. The Contractor shall provide a copy of the Contractor's Certificate of Merchant's Registration issued by the Treasury Department of Puerto Rico. -----
- G. The Contractor shall present, to the satisfaction of PREPA, the necessary documentation certifying that the Contractor nor any of its owners, affiliates of subsidiaries, if applicable, have any debt, outstanding debt, or legal procedures to collect child support payments that may be registered with the Puerto Rico Child Support Administration (known in Spanish as the *Administración Para El Sustento de Menores (ASUME)*). The Contractor will be given a specific amount of time to deliver said documents. -----
- H. As required by Act 48-2013, as amended, PREPA will withhold a special contribution of one point five percent (1.5%) of the gross amounts paid under this Contract. -----
- I. In compliance with Executive Order 1991 OE- 24; and C.F.R. Part 404 et. Seq., the Contractor will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income, from this Contract. -----
- J. The Contractor will certify compliance with Act 1 - 2012, as amended, known as the Ethics Act of the Government of Puerto Rico, which stipulates that no employee or executive of PREPA nor any member of his or her immediate family (spouse,



dependent children, or other members of his or her household or any individual whose financial affairs are under the control of the employee) shall have any direct or indirect pecuniary interest in the services to be rendered under this Contract, except as may be expressly authorized by the Governor of Puerto Rico in consultation with the Secretary of Treasury and the Secretary of Justice of the Government. 3 L.P.R.A. § 8611 et seq. -----

K. The Contractor will certify that if there is any Judicial or Administrative Order demanding payment or any economic support regarding Act 168-2000, as amended, the same is current and in all aspects in compliance. Act 168-2000, Law for the Strengthening of the Family Support and Livelihood of Elderly People, in Spanish: "*Ley para el Fortalecimiento del Apoyo Familiar y Sustento de Personas de Edad Avanzada*". -----

L. Payment for services object of this Contract will not be made until this Contract is properly registered in the Office of the Comptroller of the Government of Puerto Rico pursuant to Law Number 18 of October 30, 1975, as amended. -----

M. Any and all necessary dispensations have been obtained from any government entity and that said dispensations shall become part of the contracting record. ----



N. The Contractor acknowledges and accepts that it is knowledgeable of the rules of ethics of his/her profession and assumes responsibility for his/her own actions.

O. The Contractor will certify that if there is any Judicial or Administrative Order demanding payment or any economic support regarding Act 168-2000, as amended, the same is current and in all aspects in compliance. Act 168-2000 "Law

for the Strengthening of the Family Support and Livelihood of Elderly People” in Spanish: “Ley para el Fortalecimiento del Apoyo Familiar y Sustento de Personas de Edad Avanzada”, 3 L.P.R.A. §8611 et seq. -----

P. No public officer or employee authorized to contract on behalf of the executive agency for which he/she works may execute a contract between the agency for which he/she works and an entity or business in which he/she or any member of his/her family unit has or has had direct or indirect economic interest during the last four (4) years prior to his/her holding office. -----

Q. No executive agency may execute a contract in which any of its officers or employees or any member of their family units has or has had direct or indirect economic interest during the last four (4) years prior to their holding office, unless the Governor gives authorization thereto with the previous recommendation of the Secretary of the Treasury and the Secretary of Justice. -----

R. No public officer or employee may be a party to or have any interest in any profits or benefits produced by a contract with any other executive agency or government dependency unless the Governor gives express authorization thereto with previous recommendation from the Secretary of the Treasury and the Secretary of Justice.



S. No public officer or employee who has the power to approve or authorize contracts shall evaluate, consider, approve or authorize any contract between an executive agency and an entity or business in which he/she or any member of his/her family unit has or has had direct or indirect economic interest during the last four (4) years prior to his/her holding office. -----

T. No executive agency shall execute contracts with or for the benefit of persons who have been public officers or employees of said executive agency until after two (2) years have elapsed from the time said person has ceased working as such. -----

U. The Contractor acknowledges and accepts that it is knowledgeable of the rules of ethics of his or her profession and assumes responsibility for his or her own actions. -----

V. The 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. The 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. ---

The Contractor shall furnish a sworn statement to the effect that neither the 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 the 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. -----



The Contractor hereby certifies that it has not been convicted in Puerto Rico or United States Federal court for under Articles 4.2, 4.3 or 5.7 of Act 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico, any of the crimes listed in Articles 250 through 266 of Act 146-2012,

as amended, known as the Puerto Rico Penal Code, any of the crimes typified in Act 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned 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. -----

PREPA shall have the right to terminate the Contract in the event the Contractor is convicted in Puerto Rico or United States Federal court for under Articles 4.2, 4.3 or 5.7 of Act 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico, any of the crimes listed in Articles 250 through 266 of Act 146-2012, as amended, known as the Puerto Rico Penal Code, any of the crimes typified in Act 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned 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. -----



If any of the previously required Certifications shows a debt, and the Contractor has requested a review or adjustment of this debt, the Contractor will certify that it has made such request at the time of the Contract execution. If the requested review or adjustment is denied and such determination is final, the Contractor will provide, immediately, to PREPA a proof of payment of this debt; otherwise,

the Contractor accepts that the owed amount be offset by PREPA and retained at the origin, deducted from the corresponding payments. -----

W. The Contractor expressly agrees that the conditions outlined throughout this Article X are essential requirements of this Contract. Consequently, should any one of these representations, warranties or certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be sufficient cause for the PREPA to render this Contract null and void, and the Contractor shall reimburse the PREPA all moneys received under this Contract. -----

**XI. INSURANCE**

The Contractor shall secure and maintain in full force and effect during the life of this Contract as provided herein, policies of insurance covering all operations engaged in by the Contract as follows: -----

**A. Commonwealth of Puerto Rico Workmen's Compensation Insurance**

The Contractor shall provide Workmen's Compensation Insurance as required by the Workmen's Compensation Act of the Commonwealth of Puerto Rico. The Contractor shall also be responsible for compliance with said Workmen's Compensation Act by all its subcontractors, agents, and invitees, if any. -----

The Contractor shall furnish to PREPA a certificate from the Puerto Rico's State Insurance Fund showing that all personnel employed in the work are covered by the Workmen's Compensation Insurance, in accordance with this Contract. -----



**B. Employer's Liability Insurance**

The Contractor shall provide Employer's Liability Insurance with minimum bodily injury limits of \$1,000,000 for each employee and \$1,000,000 for each accident, covering against the liability imposed by Law upon the Contractor as result of bodily injury, by accident or disease, including death arising out of and in the course of employment, and outside of and distinct from any claim under the Workmen's Compensation Act of the Commonwealth of Puerto Rico. -----

**C. Commercial General Liability Insurance**

The Contractor shall provide a Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$1,000,000 aggregate. -----

**D. Commercial Automobile Liability Insurance**

The Contractor shall provide a Commercial Automobile Liability Insurance with limits of \$1,000,000 combined single limit covering all owned, non-owned, and hired automobiles.-----

**D. Professional Liability Insurance:**

The Contractor shall provide a Professional Liability Insurance with limits of \$1,000,000 per claim and \$1,000,000 aggregate. -----

**Requirements under the Policies:** -----

The Commercial General Liability and Commercial Automobile Liability Insurance required under this Contract, shall be endorsed to include: -----

- a) As additional insured:

Puerto Rico Electric Power Authority  
Risk Management Office



P0 Box 364267  
San Juan, Puerto Rico 00936-4267

- b) A 30 day cancellation or nonrenewable notice to be sent to the above address.
- c) An endorsement including this Contract under contractual liability coverage and identifying it by number, date and parties to the Contract.
- d) Waiver of Subrogation in favor of PREPA.
- e) Breach of Warranties or Conditions: *"The Breach of any of the Warranties or Conditions in this policy by the Insured shall not prejudice PREPA's rights under this policy."*

**Bonds:**

As a Contract security, the Contractor shall furnish at the time of the execution of the Contract:

1. A Performance Bond in the amount of one hundred percent (100%) of the Contract price, with good and sufficient surety satisfactory to PREPA to guarantee that the Contractor will well and faithfully perform the Contract work.
2. A Payment Bond in the amount of one hundred percent (100%) of the Contract price, with good and sufficient surety satisfactory to PREPA to guarantee the prompt payment of all labor, supervision, equipment and materials required in the performance of the work.
3. All bonds shall be issued in the official form of PREPA.





**F. Furnishing of Policies:**

All required policies of insurance shall be in a form acceptable to PREPA, and shall be issued only by insurance companies authorized to do business in Puerto Rico. The Contractor shall furnish a certificate of insurance in original signed by an authorized representative of the insurer in Puerto Rico, describing the coverage

**XII. INDEPENDENT CONTRACTOR**

The Contractor shall be considered as an independent contractor, for all material purposes under this Contract, and all persons engaged or contracted by Contractor for the performance of its obligations herein, shall be considered as its employees or agents, and not as employees or agents of PREPA. As an independent contractor, Contractor shall not be entitled to any fringe benefits, such as, but not limited to vacation, sick leave, and to which PREPA's employees are entitled. -----

**XIII RESPONSIBILITY FOR DAMAGES**

The appearing Parties agree that their responsibilities for damages under this Contract will be governed by the Puerto Rico Civil Code and its case law, as dictated by the Supreme Court of Puerto Rico. -----

**XIV. APPLICABLE LAW AND VENUE**

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico. Also, the Parties expressly agree the only the state courts of Puerto Rico will be the court of competent and exclusive jurisdiction to decide over the judicial controversies that the appearing Parties may have among them regarding the terms and conditions of this Contract. -----



**XV. SEPARABILITY**

If a court of competent jurisdiction declares any of the Contract provisions as null and void or invalid, such holding will not affect the validity and effectiveness of the remaining provisions of this Contract and the Parties agree to comply with their respective obligations under such provisions not included in the judicial declaration. -----

**XVI. SAVE AND HOLD HARMLESS**

The Contractor agrees to save and hold harmless and to indemnify PREPA for all expenses and costs of any nature (including reasonable attorney's fees) incurred by PREPA arising out of any third party claim made by any person for bodily injuries, including death, or for physical damage to tangible property, to the extent directly cause by the Contractor, by its negligent act or omission, in the performance or nonperformance of its obligations under the Contract, but not to the extent directly caused by negligence or tort of PREPA or a third party, which is not an employee or subcontractor of the Contractor. -----

With respect to any indemnity set forth in this Contract, each indemnities shall give prompt notice of its receipt of any threat, indication or other notice of any claim. Investigation or demand that might give raise to any losses required to be indemnified hereunder and shall reasonably cooperate in the defense of such claim. The indemnifying party shall have the right to conduct defense of such action at its sole expense. -----



**XVII. CHANGE IN LAW**

During the Term of this Contract, any change in law, including, but not limited to, changes in applicable tax law, which causes an increase in Contractor's costs when providing the services, shall be Contractor's responsibility, and PREPA shall not be obliged to increase the Contract Amount. -----

**XVIII. FORCE MAJEURE**

The parties shall be excused from performing their respective responsibilities and obligations under this Contract and shall not be liable in damages or otherwise, if and only to the extent that they are unable to perform, or are prevented from performing by a force majeure event. For purposes of this Contract, force majeure means any cause without the fault or negligence, and beyond the reasonable control of, the party claiming the occurrence of a force majeure event. -----

Force majeure may include, but not be limited to, the following: Acts of God, industrial disturbances, acts of the public enemy, war, blockages, boycotts, riots, insurrections, epidemics, earthquakes, storms, floods, civil disturbances, lockouts, fires, explosions, interruptions of services due to the acts or failure to act of any governmental authority; provided that these events, or any other claimed as a force majeure event, and/or its effects, are beyond the reasonable control and without the fault or negligence of the party claiming the force majeure event, and that such party, within ten (10) days after the occurrence of the alleged force majeure, gives the other party written notice describing the particulars of the occurrence and its



estimated duration. The burden of proof as to whether a force majeure event has occurred shall be on the party claiming the force majeure. -----

**XIX. NOVATION**

The Parties expressly agree that no amendment or change order, which could be made to the Contract during its term, shall be understood as a contractual novation, unless both Parties agree to the contrary, specifically and in writing. The previous provision shall be equally applicable in such other cases where PREPA gives Contractor a time extension for the compliance of any of its obligations under this Contract, or where PREPA dispenses the claim or demand of any of its credits or rights under the Contract. -----

**XX. NOTICES**

All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally or sent by telecopy, or sent, postage prepaid, by registered, certified or express mail (return receipt requested) or reputable overnight courier service and shall be deemed given when so delivered by hand, or telecopies, or if mailed, three days after mailing (one business day in the case of express mail or overnight courier service) to the parties at the following addresses: -----



If to PREPA:

José F. Ortiz Vázquez  
Chief Executive Officer  
Puerto Rico Electric Power Authority  
PO Box 364267  
San Juan, Puerto Rico 00936-4267

If to Contractor: Miguel A. Ramos Colón  
373 Sabalo St.  
Paseo Las Olas  
Dorado, PR 00646]

**XXI. PATENTS AND COPYRIGHTS**

The Contractor, at its own expense, shall defend any suit or action, to the extent caused by the contractor and brought against PREPA based on a claim that any equipment or part thereof, copyright or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance manufactured or used in the performance of this Contract, including their use by PREPA, constitutes an infringement of any patents or copyrights of the United States, if notified promptly in writing by PREPA, and given the authority, information, and assistance for the defense of the same, and the Contractor shall pay all damages and costs pursuant to the language in this paragraph awarded therein against PREPA. If in such suit the equipment or any part thereof, or the composition, secret process, invention, article or appliance, is held to constitute infringement and its use is enjoined, the Contractor, at its option and expense, shall either procure for PREPA the right to continue using the same or replace it with non-infringing equipment, composition, secret process, invention, article or appliance, or modify it so it becomes non-infringing; or remove it and refund the purchase price.-----



**XXII. COUNTERPARTS**

This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.-----

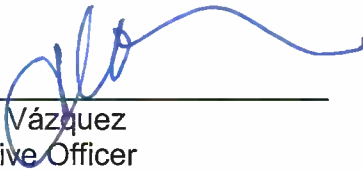
**XXIII. ENTIRE CONTRACT**



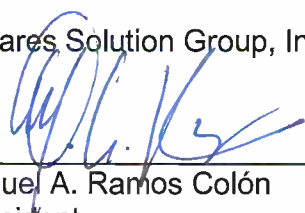
Subject to any additional Federal or Commonwealth requirements not specified herein, this Contract and its attachments, (and any executed amendments to either), constitutes the entire Contract between the Parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Contract will inure to the benefit of, and be binding upon, the Parties and their respecting successors and assigns. -----

IN WITNESS THEREOF, the Parties hereto execute this Contract as of the 10 of May-----, 2019.

Puerto Rico Electric Power Authority

  
\_\_\_\_\_  
José F. Ortiz Vázquez  
Chief Executive Officer  
Tax Id Number: 660-43-3747

Antares Solution Group, Inc.

  
\_\_\_\_\_  
Miguel A. Ramos Colón  
President  
Tax Id Number: 660-61-6469

**APPENDIX A**  
**REIBURSABLE EXPENSES**

Travel Expenses – Any travel and lodging costs related to the services rendered under this Agreement require prior approval by PREPA in writing. Travel expense reimbursement applies for the personnel providing the services described in the Agreement; travel expenses for family members or guests are not chargeable to PREPA or reimbursable.

- The cost of air travel will be reimbursed up to an amount that is no more than the advanced purchase of the lowest available economy airfare (including applicable taxes). Contractor shall submit a copy of the original airline ticket or paid travel agency invoice. Airfare may only be invoiced following completion of travel. In the event of a scheduled trip has to be cancelled by PREPA's order, PREPA will assume the cost of the penalty fee.
- Baggage fees will be reimbursed. Evidence of incurred costs shall be submitted by Contractor. Excess baggage fees will not be reimbursed.
- The maximum per diem rates are as follows, and will be reimbursed pending proof of payment of these expenses:
  - Meals: \$50, per person for each traveling day.
  - Incidental expenses: \$12, per person for each traveling day.
  - Lodging (standard non-smoking room): \$200 per person.
- Taxi or bus fares to and from depots, airports, and hotels, and other necessary ground transportation costs will be reimbursed for arrangements travel plans in the San Juan metropolitan area. Proof of payment of the expenses will be required.



## Non-Reimbursable Expenses

Examples of expenses that will not be reimbursed include the following:

- alcoholic beverages, entertainment;
- laundry, dry cleaning and pressing (per diem incidental expenses reimbursement);
- travel insurance;
- parking fines;
- charges incurred because of indirect travel for personal reasons;
- family expenses;
- gratuities and tips paid to porters, waiters, bellboys, and hotel maids inside the lodging facility (per diem incidental expenses reimbursement);
- any charges, fees, or other associated costs related to the making of reservations or other accommodations for travel.







## “ENGAGEMENT DOCUMENT”

September 18, 2018

Proposal Number: ASG18-308

This engagement document is a proposal from Antares Solutions Group (Antares) to Puerto Rico Electric Power Authority (PREPA) to provide PREPA with professional services in support of their effort to maintain the software development life cycle of Asset Suite, Curator and Service Suite business applications.

This engagement document summarizes the requirements for the Asset Suite, Curator and Service Suite Business/Technical Support services. As with any software applications, Asset Suite, Curator and Service Suite requires ongoing business and technical support on the areas of administration, requirement analysis, design, deployment, testing, training, interfaces, business workflows, document management and problem solving.

### Introduction

PREPA needs to have available, upon request, technical support services to support PREPA's IT & OT administrators with any technical and business issue related with the operation and maintenance of Asset Suite, Curator, and Service Suite.

Antares will provide technical/business consulting services to help PREPA's IT & OT Administrators resolve technical and business issues related with the operation of Asset Suite, Curator, Service Suite and its associated software modules. The purpose of this proposal is to provide a mechanism that will allow PREPA to receive the services on an expeditious manner. The professional services will be provided on site and remotely as the technical/business issues demands.

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## Statement of Services:

PREPA needs to maximize the use of Asset Suite, Curator and Service Suite by developing new interfaces, deploying Asset Suite, Curator and Service Suite on new areas within PREPA and by tailoring and enhancing new workflows functions within these business applications.

PREPA needs to improve efficiency of workforce by offering to them typical back office functions, within these applications, to the field workers. This effort requires the design, build, and deploy mobility screens driven by business process configured within Asset Suite, Curator and Service Suite.

Below are described some of the service requirements related to Asset Suite, Curator, and Service Suite operation.

- Provide services to PREPA related to software issues and problems that are either technical or related to business processes within the business applications.
- Provide services to PREPA in support of Asset Suite to evaluate, analyze, design, deploy and test business software tailoring and changes within Asset Suite Foundation Architecture User Interface and/or NextAxiom's hyper Service Studio.
- Provide services to PREPA in support of enhancements to the Asset Suite UI (User Interface) specific to Document Management integration.
- Provide services to PREPA in support of defining and planning improvements to the utilization of Asset Suite, Curator and Service Suite within PREPA in order to make more effective utilization of systems and software that are already in place.
- Provide services to PREPA in order to define requirements around new interfaces between Asset Suite/Service Suite and other software system in use within PREPA. Once define, these interfaces are to be built, tested and deployed under PREPA guidelines. These services will enable PREPA to make more effective use of existing systems within PREPA.



- Provide services to PREPA in order to troubleshoot and resolve interface issues with existing integrations between Asset Suite, Curator, Service Suite and other software systems within PREPA. This includes the replacement of actual interfaces with new and more agile web service software.
- Provide services to PREPA in order to investigate define and remediate undefined software problems that currently exist within Asset Suite, Curator, Service Suite and NextAxion Hyperservice Studio.
- Provide services to PREPA in order to support migrating additional external and/or 3<sup>rd</sup> party system data into Asset Suite and/or Service Suite in order to provide enhanced software service to PREPA utilizing the existing Asset Suite/Service Suite infrastructure.
- Provide support services for the relocation and installation of Asset Suite, Curator, Service Suite, and associate software on new environment designated by PREPA.
- Provides services to PREPA in support of additional Asset Suite, Curator, and Service Suite functionality as it is deployed within PREPA. This would include the requirements definition, business process workflow workshops, system design, test, and implement tailoring and changes within Asset Suite Foundation Architecture User Interface, Curator, Service Suite and/or NextAxion Hyperservices studio.
- Provide services to PREPA to design, build, deploy and test mobility screens driven by business process configured within Asset Suite or Service Suite.



### Cost Summary

The services will be performed on a time and materials basis not to exceed basis. The total cost for the services proposed under this Statement of Work, including travel, living expenses, and insurance shall not exceed \$494,450.00.

Below is the cost summary associated with this Statement of Work.

Cost Summary			
Description	Total Hours	Hourly Rate	Estimated Total
Consulting Services			\$ 413,459.00
Estimated Expenses			\$ 68,800.00
Estimated Insurance cost			\$ 12,191.00
<b>Total Cost</b>			<b>\$ 494,450.00</b>

The technical support services required by PREPA are proposed on a Time and Material basis. Transportation, accommodation, daily living expenses and insurance are estimated and will be invoiced as incurred.

### Payment Terms

The services provided under this agreement will be invoiced monthly in arrears. Invoices are due upon receipt and payable within thirty (30) days of the date set forth on each invoice.

### Reimbursable Expenses

Travel and living expenses include air fare, hotel, car rental, parking, tolls, mileage, meals, taxes, tips, data and telephone communication, laundry, and any other daily living expenses.

Expense reimbursement Policy is set forth in APPENDIX A

### Assumptions:

- Antares resources will work under the direction of PREPA's Project Manager.
- The Antares project manager will provide a single point of contact between PREPA and Antares with regard to scope, schedule, and resources assigned to accomplish service requirements.
- PREPA's personnel will be available to assist with technical activities.
- PREPA will retain overall responsibility of the Antares's resources activities.
- PREPA shall have the appropriate computer hardware and technical environment in place, and will provide all required access prior to the Antares consultants commencing work.
- PREPA will provide adequate office facilities in close proximity to the designated member(s) of PREPA staff assigned to work with Antares resources. Facilities for each consultant will include Internet access or an analog data line for dial-up via a modem.



SIGNATURE OF ACCEPTANCE

PREPA


By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Antares Solutions Group, Inc.

By:  \_\_\_\_\_

Name: Miguel A. Ramos

Title: President

Date: 3/21/2019

END