

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

PROFESSIONAL SERVICES CONTRACT

**2019-P00127 A
FIRST AMENDMENT**

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, José F. Ortiz Vázquez, of legal age, married and resident of San Juan, Puerto Rico. -----

AS SECOND PARTY: Accenture Puerto Rico, LLC (Contractor), a corporation organized and existing under the laws of the Commonwealth of Puerto Rico, herein represented by its President, James E. Mitchell, of legal age, married, and a resident of North Carolina, United States of America, duly authorized to appear in representation of the Contractor by Corporate Resolution dated May 1, 2019.-----

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 Contract, hereinafter stated, the Parties agree themselves, their personal representatives, and successors as follows: -----



STATE

WHEREAS: PREPA, by virtue of 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: On March 27, 2019, PREPA's Governing Board, through Resolution 4688, authorized to execute a Contract with Accenture Puerto Rico, L.L.C. for a maximum amount of \$6,350,000, for three years, subject to availability of funds. -----

WHEREAS: The appearing Parties executed Contract 2019-P00127 on June 30, 2019 (Contract). The Contract is a master service agreement whose services are performed through Statements of Work (SOW), and is effective until June 30, 2020. Through the Contract 2019-P00127, the Contractor collaborates with PREPA in several projects to achieve a digital transformation of PREPA's systems and processes, necessary for the modernization of the electrical grid. Among the services provided by the Contractor are: support for the grid modernization and AMI Program; conduct the upgrade of PREPA's Oracle Customer Care and Billing application (CC&B); design a corporate data warehouse for PREPA which includes data from multiple sources; and support of ADMS Program, among other services.-----

WHEREAS: Each SOW has its own specifications, requirements and amount. Recently, PREPA recognized that it is necessary to request the Contractor two new SOW's for: the CC&B Data Lake Pilot Implementation and the Digital Transformation Extension. -----



WHEREAS: The SOW for the CC&B Data Lake Pilot Implementation (SOW 7) will help PREPA to solve the problem with CC&B reports and it will provide a platform, for contractors and PREPA, to expand solutions to other PREPA's systems. This SOW will have a cost of \$945,750.-----

WHEREAS: Also, the Puerto Rico Energy Bureau (PREB) began organizing and hosting workshops to create a regulatory framework for Distribution Planning. This will be the regulatory framework that the Transmission & Distribution (T&D) Operator will have to comply with. Since the Contractor is working with PREPA in the grid modernization efforts, it is necessary to receive their support in the workshops as PREPA experts. Also, PREPA needs to receive general, high-level information and education sessions about our Digital Transformation to our business units, perform market evaluations for the strategies with the greatest impact on T&D operations, and perform an analysis of the systems that would be part of that strategy. The amount for this SOW (SOW 8) will be \$1,185,000. -----

WHEREAS: On December 18, 2019, PREPA's Governing Board authorized the SOW's 7 and 8 and the corresponding First Amendment of the Contract 2019-P00127, to increase its amount by \$2,130,750, for a total amount of \$5,630,750, until June 30, 2020.-

NOW THEREFORE, in order to include the abovementioned amendments, the appearing Parties hereby agree to enter into this First Amendment under the following:-----



TERMS AND CONDITIONS

FIRST: The Parties agree to amend the Article I. Type of Contract, A. Scope of Services, to include the following items (f) and (g): -----

- f. The Contractor will implement a Modern Data Platform and Data Lake solutions to standardize and process data from PREPA Customer Care and Billing, that include: Data Ingestion and Data Storage, Data Compute and Analytics, Power BI Reports, and AIP+Services for Azure.-----
- g. The Contractor will support PREPA to Review and Socialization of the Digital Transformation Strategy initiatives with PREPA stakeholders who may impacted by the proposed initiatives and Platforms, develop materials which demonstrate that the proposed scope is based on proven technologies (where applicable), demonstrate achieved benefits, and provide justification for cost / resource estimates, to assist PREPA with the new Regulatory Strategy Development, and Government Entity Meeting Support.-----

The remaining provisions of Article I. Type of Contract, not affected by this amendment shall remain unaltered and fully enforceable.-----

SECOND: The Parties agree to amend the Article II of the Contract, Term of Contract, to add the following: -----

Also, through PREPA's Governing Board Resolution 4758, the maximum amount of the Contract for Fiscal Year 2019-2020, increases by two million one hundred thirty thousand seven hundred fifty dollars (\$2,130,750), from three million five hundred thousand dollars (\$3,500,000) to five million six hundred thirty thousand seven hundred fifty dollars (\$5,630,750).-----

The remaining provisions of Article II, not affected by this amendment shall remain unaltered and fully enforceable.-----

THIRD: The Parties agree to amend the Article III. Compensation and Payment, to replace its first sentence and the chart, as follows:-----

As compensation for services rendered under this Contract, PREPA agrees and the Contractor accepts that the total amount to be paid under this Contract shall not exceed five million six hundred thirty thousand seven hundred fifty dollars (\$5,630,750), for the period through June 30, 2020 (“Contract Amount”), including reimbursable expenses.-----

B. PREPA shall pay the Contractor, for the Services per scope of work, as follows:-----

SCOPE OF WORK	FEES AND EXPENSES
Digital Transformation Strategy	\$600,000
AMI and MDMS RFP	\$1,050,000
Oracle CC&B Technology Upgrade	\$2,150,000
Corporate Data Warehouse	\$1,000,000
ADMS RFP Process	\$1,050,000
Miscellaneous Hours Pool	\$500,000
Data Lake Pilot Implementation	\$945,750
Digital Transformation Extension	\$1,185,000

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

The remaining provisions of Article III, not affected by this amendment shall remain unaltered and fully enforceable.-----

FOURTH: 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: Law 237-2004, as amended, which establishes uniform contracting requirements for professional and Contractor services for the agencies and governmental entities of the Commonwealth of Puerto Rico.-----

A. Contractor shall provide, within seven (7) days from the execution date of this First Amendment, the following documents, with the exception of the sworn statement in accordance with the Anti-Corruption Code, which shall be provided at the execution of the First Amendment:-----

1. Sworn Statement to the effect that neither Consultant 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.-----

2. 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.-----
3. 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.-----
4. Certificate issued by the Municipal Revenues Collection Center (MRCC), demonstrating that Contractor does not owe any tax.-----
5. Certificate issued by the Municipal Revenues Collection Center (MRCC), indicates that Contractor has filed the Personal Property Tax Return to such governmental agency.-----
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 (unemployment, temporary disability or sickness), or is paying such contributions by an installment plan and is in full compliance with its terms.-----
7. 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.-----

8. Certificate issued by the Puerto Rico Child Support Administration (ASUME) assuring that Contractor is in compliance with the collection of child support payments.-----

9. A copy of the Merchant Registration Certificate.-----

10. Certificate issued by the Treasury Department of Puerto Rico which indicates that it does not owe Puerto Rico Sales and Use Taxes to the Commonwealth of Puerto Rico; or is paying such taxes by an installment plan in full compliance with its terms.-----

11. 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.-----

12. Good Standing Certificate issued by the State Department of Puerto Rico.-----

13. Existence Certificate issued by the State Department of Puerto Rico.-----

Contractor hereby recognizes and agrees that no payment for Services under the Contract shall be done by PREPA until all the required certifications and sworn statement have been provided.-----

B. Dispensation

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

C. Rules of Professional Ethics

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.-----

D. Provisions Required under Act 14-2004

Contractor agrees that articles extracted, produced, assembled, packaged or distributed in Puerto Rico by enterprises with operations in Puerto Rico, or distributed by agents established in Puerto Rico shall be used when the service is rendered, provided that they are available.-----

E. Contractor hereby agrees to comply with the provisions of Act 2-2018, known as the Anti-Corruption Code for the New Puerto Rico.-----

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.-----

Contractor hereby certifies that it has not been convicted in Puerto Rico or United States Federal court 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 this Contract in the event 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.-----

Consequences of Non-Compliance

Contractor expressly agrees that the conditions outlined throughout this Section 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 PREPA to render this Contract null



and void. If any of the certifications listed in this Section 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 Contract 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. Contractor accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every Contractor and subcontractor whose service 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.-----

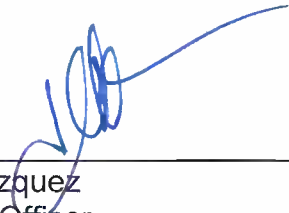
F. Contractor understands and agrees that PREPA is prohibited to process any payment under the Contract until the enumerated certifications and sworn statements are submitted to PREPA.-----

FIFTH: All other terms and conditions, specifications, stipulations, insurances, and requirements established in the Contract, as amended, shall remain unaltered and fully enforceable.-----

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



In WITNESS WHEREOF, the Parties hereto have agreed to execute this
First Amendment of the Contract in San Juan, Puerto Rico, on this 24 day of
January, 2020.



José F. Ortiz Vázquez
Chief Executive Officer
Puerto Rico Electric Power Authority
Tax ID: 660-43-3747



James E. Mitchell
President
Accenture Puerto Rico, L.L.C.
Tax ID: 660-68-6987