

COMMONWEALTH OF PUERTO RICO
PUERTO RICO ELECTRIC POWER AUTHORITY

SECOND AMENDMENT

PROFESSIONAL SERVICES CONTRACT

2019-P00127 B

APPEAR

SS AS FIRST PARTY: The Puerto Rico Electric Power Authority (hereinafter referred to as "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: Accenture Puerto Rico, LLC (Contractor), a corporation organized and existing under the laws of the Commonwealth of Puerto Rico, herein represented by its President, Salomon S. Salinas, of legal age, married, and a resident of Virginia, United States of America, duly authorized to appear in representation of the Contractor by Corporate Resolution dated June 22, 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, 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. -----

SS WHEREAS: The appearing Parties executed Contract 2019-P00127 (the "Contract") on June 30, 2019 and effective until June 30, 2020, with a maximum amount of six million three hundred fifty thousand dollars (\$6,350,000), for three years of services, subject to availability of funds. This Contract was previously authorized by PREPA's Governing Board, through Resolution 4688 of March 27, 2019. Through this Contract, 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: On January 24, 2020, the Parties executed the First Amendment of the Contract to include two additional SOW's and increase the Contract amount for Fiscal Year 2019-2020 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). This Amendment was previously authorized by PREPA's Governing Board, through Resolution 4758.-----

WHEREAS: In accordance with Article II of the Contract, Term of Contract; Termination, it may be extended for two fiscal years, subject to availability of funds and at PREPA's sole discretion.-----

WHEREAS: PREPA's Governing Board, through Resolution 4688, authorized the extension of the Contract for Fiscal Year 2020-2021, for a maximum amount of two million eight hundred fifty thousand dollars (\$2,850,000).-----

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

TERMS AND CONDITIONS

FIRST: In accordance with the Article II of the Contract, Term of Contract; Termination, the Parties agree an extension to its term from July 1st, 2020 through June 30, 2021 (Fiscal Year 2020-2021). The remaining sentences and paragraphs of Article II, not affected by this amendment shall remain unaltered and fully enforceable.-----

SECOND: The Contract Amount for Fiscal Year 2020-2021 is two million eight hundred fifty thousand dollars (\$2,850,000) and the payments to be made under this Second Amendment, will be charged to account 01-4019-93023-556-644.-----

THIRD: As for the original Contract, 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. Particularly: Act 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, before the execution of this Second Amendment, the following:-----

1. Filing of Puerto Rico Income Tax Returns

SS In compliance with Executive Order No. OE-1991-24 of June 18, 1991, Contractor hereby certifies that it has filed all the necessary and required income tax returns to the Government of Puerto Rico for the last five (5) years. As evidence thereof, Contractor has delivered to PREPA an Income Tax Return Filing Certificate, issued by the Treasury Department of Puerto Rico assuring that Contractor has filed its Income Tax Return for the last five (5) tax years. -----

2. Payment of Puerto Rico Income Taxes

In compliance with Executive Order No. OE-1991-24 of June 18, 1991, Contractor, hereby certifies that it has complied and is current with the payment of all income taxes that are, or were due, to the Government of Puerto Rico. As evidence thereof, Contractor has delivered to PREPA a certification issued by the Treasury Department of Puerto Rico indicating that Contractor does not owe taxes, for all the concepts, to the Commonwealth of Puerto Rico; or is paying such taxes by an installment plan in full compliance with its terms. During the term of this Contract, Contractor agrees to pay and/or to remain current with any repayment plan agreed to by the Contractor with the Government of Puerto Rico. -----

3. Compliance with Requirements of the Department of Labor and Human Resources of the Commonwealth of Puerto Rico. -----

Pursuant to Executive Order No. 1992-52, dated August 28, 1992 amending OE-1991-24, Contractor certifies and warrants 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. As evidence thereof, Contractor has delivered to PREPA: -----

a. A certification issued by the Bureau of Employment Security (*Negociado de Seguridad de Empleo*) of the Puerto Rico Department of Labor and Human Resources certifying that Contractor does not owe taxes regarding Unemployment or Disability Insurance. -----

b. A certification issued by the Program for Social Security for Chauffeurs and Other Employees of the Puerto Rico Department of Labor and Human Resources certifying that Contractor has no debt with respect to such program and an Income Tax Return Filing Certificate, issued by the Treasury Department of Puerto Rico assuring that Contractor has filed its Income Tax Return for the last five (5) tax years. -----

4. Real and Personal Property Taxes

Contractor hereby certifies and guarantees that it does not have any current debt regarding property taxes that may be registered with the Government of

Puerto Rico's Municipal Tax Collection Center (*MRCC*). Contractor further certifies to be current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. Contractor shall provide: -----

CS a. A certification issued by the MRCC, assuring that Contractor does not owe any tax accruing during the last five (5) years to such governmental agency with respect to personal property; or negative Debt certification issued by the MRCC with respect to personal 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 5 years (or the time in which it has been providing professional services) it has had no taxable business or personal property on the 1st 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. -----

b. All Concepts Debt Certification issued by the MRCC assuring that Contractor does not owe any taxes to such governmental agency with respect to real and personal property; or Negative certification issued by the MRCC with respect to real property taxes. -----

5. Sales and Use Taxes

Contractor has delivered to PREPA: -----

- 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. -----
- b. Contractor's Certificate of Merchant's Registration issued by the Treasury Department of Puerto Rico. -----

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6. Puerto Rico Child Support Administration (ASUME)

Contractor hereby certifies that it is not duty bound to pay child support, or if so, that Contractor is up to date or has a payment plan to such effects. As evidence thereof, Contractor has delivered to PREPA a certification issued by the Puerto Rico Child Support Administration (*Administración para el Sustento de Menores (ASUME)*) certifying that Contractor does not have any debt, outstanding debt, or legal procedures to collect child support payments that may be registered with ASUME. ---

7. Organization Documents

Contractor shall provide: -----

- a. a Good Standing Certificate issued by the Department of State of Puerto Rico. ---
- b. a Certification of Incorporation, or Certification of Organization or Certificate of Authorization to do business in Puerto Rico issued by the Department of State of Puerto Rico. -----

8. Dispensation

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

9. 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. -----

10. Provisions Required under Act 14-2004

SS If applicable to the services provided under the Contract, 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. -----

11. 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 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.-----

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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

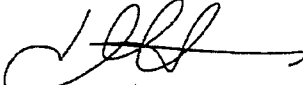
whole or in part, there shall be enough cause for PREPA to render this Contract null and void. If any of the certifications listed in this Section shows a debt, and Contractor has requested a review or adjustment of this debt, Contractor hereby certifies that it has made such request at the time of the 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 warranties and certifications from each and every contractor and subcontractor, if any previously approved by PREPA, whose service Contractor has secured in relation with the Services to be rendered under this Contract and shall deliver evidence to PREPA as to comply with this requirement. -----


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

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

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


José F. Ortiz Vázquez
Chief Executive Officer
Puerto Rico Electric Power Authority


Salomon S. Salinas
President
Accenture Puerto Rico, LLC