

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

**THIRD AMENDMENT**

**PROFESSIONAL SERVICES CONTRACT**

**2020-P00063 C**

**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 Interim Executive Director, Efran Paredes Maisonet, of legal age, married and resident of Bayamón, Puerto Rico. -----

AS SECOND PARTY: Worldwide Services, Inc. (Consultant), a corporation organized and existing under the laws of Delaware, represented in this act by its Director, Debra T. Huser, of legal age, married, and resident of Alabama, United States, authorized by virtue of Corporate Resolution dated June 24, 2020. -----

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

**RECITALS**

WHEREAS: PREPA, by virtue of Act 83, has the authority to engage those professional, technical and consulting services necessary and convenient for its activities, programs, and operations. -----

WHEREAS: The appearing Parties executed Professional Services Contract 2020-P00063 (Contract) on December 11, 2019, to provide PREPA services related to

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the turnkey upgrade for the InService Outage Management System and the G/Technology Geographic Information System, along with the interfaces with Supervisory Control and Data Acquisition System (SCADA), Work Management System and Synergi Electric Power Distribution Systems Simulation and Analysis Software. The Contract has a maximum amount of two million three hundred and sixty-nine thousand six hundred seventeen dollars (\$2,369,617) (Contract Amount) through June 30, 2020. -----

WHEREAS: On May 28, 2020, PREPA's Governing Board, through Resolution 4794, authorized the First Amendment to the Contract to extend its term from July 1, to December 31, 2020. On June 28, 2020 PREPA and the Consultant executed the First Amendment to the Contract. -----

WHEREAS: On October 29, 2020 PREPA and the Consultant executed the Second Amendment to the Contract to swap/add products included in the G/Technology Statement of Work (SOW) of the Contract and to include the Expenses and Reimbursement Guidelines (Guidelines). -----

WHEREAS: The COVID 19 pandemic and its associated travel restrictions have caused difficulties in the execution of workshops, trainings and system acceptance testing procedures under this Contract. At present, PREPA is working on a very tight project schedule with limited human resources, making it more difficult to complete tasks in the estimated working time frame. -----

WHEREAS: For the abovementioned situations, the Strategy and Innovation Office (IT), requested a Third Amendment to the Contract to extend its term from January 1 to March 31, 2021 in order to have enough time to finalize the projected tasks. This Third

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Amendment was previously approved by PREPA's Governing Board through Resolution 4849 of November 18, 2020. -----

THEREFORE: In order to make the abovementioned changes to the Contract, the Parties hereby agree to enter into this Third Amendment under the following: -----

**TERMS AND CONDITIONS**

FIRST: As acknowledged in Article 5.1, Term and Termination, the Parties agreed to extend the Contract Term from January 1 to March 31, 2021. -----

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

THIRD: As for the original Contract, Consultant 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.

Consultant shall provide, for this Third Amendment, the following documents: -----

1. Certificate issued by the Treasury Department of Puerto Rico which indicates that Consultant 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 Consultant has filed his Income Tax Return for the last five (5) tax years. -----
3. Certificate issued by the Municipal Revenues Collection Center (MRCC),

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- demonstrating that Consultant does not owe any tax. -----
4. Certificate issued by the Municipal Revenues Collection Center (MRCC), indicates that Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant is

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in compliance with it. -----

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

Consequences of Non-Compliance

Consultant expressly agrees that the conditions outlined throughout this Section 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 shows a debt, and Consultant has requested a review or adjustment of this debt, Consultant hereby certifies that it has made such request at the time of the Amendment's execution. If the requested review or adjustment is denied and such determination is final, Consultant will provide, immediately, to PREPA a proof of payment of this debt; otherwise, Consultant accepts that the owed amount be offset by PREPA and retained at the origin, deducted from the corresponding payments. Consultant accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each subcontractor, if any is approved by PREPA, whose services Consultant has secured in connection with the Services to be rendered under the Contract and shall send evidence to PREPA to demonstrate its compliance with this requirement. -----

Pursuant to the Financial Oversight and Management Board's contract review policy (FOMB POLICY: REVIEW OF CONTRACTS, as modified on October 30, 2020), all proposed contracts with any governmental entity must include a certification

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(Contractor Certification Requirement) included as Attachment, in which the Consultant represents and warrants that the information included in the Contractor Certification Requirement is complete, accurate and correct, and that any misrepresentations, inaccuracy or falseness in such Certification will render the contract null and void and the contractor will the obligation to reimburse immediately to PREPA any amounts, payments or benefits received from PREPA under this contract. \_\_\_\_\_


FOURTH: Consultant understands and agrees that PREPA is prevented from processing any payment under the Contract until the enumerated certifications are submitted to PREPA. \_\_\_\_\_


FIFTH: 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 THEREOF, the Parties hereto have agreed to execute this Third Amendment to the Contract in San Juan, Puerto Rico, on this 17 day of December, 2020. \_\_\_\_\_

Puerto Rico Electric Power Authority

Worldwide Services, Inc.

  
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Efran Paredes Maisonet  
Interim Executive Director

  
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Debra T. Huser  
Director