

GOVERNMENT OF PUERTO RICO
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 No. 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: Internet Vision Development, LLC, (INVID), a limited liability corporation organized and existing under the laws of Puerto Rico, and registered to do business in Puerto Rico, represented in this act by its Secretary, Alberto Lugo Gómez, of legal age, single, and resident in San Juan, Puerto Rico, authorized by virtue of Resolution dated December 23, 2019. -----

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

-----WITNESSETH-----

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; -----

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Contract, hereinafter stated, the Parties agree themselves, their personal representatives, and successors to enter into this Contract under the following:

-----TERMS AND CONDITIONS-----

Article 1. Scope of Services

1.1 INVID will provide programming services and support to PREPA's Microsoft SharePoint Platform to their intranet and internet environment, including new features configuration to infrastructure configuration. Also, INVID will provide modification and updates to PREPA internet site existent environment, including adjustments to comply with the Laws of Puerto Rico and Cybersecurity standards. If required by PREPA, INVID may work with other website systems approved by PREPA. If something is not working correctly, INVID may provide technical support for the internet and intranet sites or provide consulting to clarify any doubt of PREPA's personnel, including knowledge transfer sessions. (See Appendix A, INVID Proposal dated December 3, 2019). In case of discrepancy between INVID Proposal and the terms and conditions of the Contract, the terms and conditions of the Contract will prevail. -----

1.2 PREPA may contact INVID to request support by Email or Phone. The resources will be able to provide support remotely or in PREPA's office as well, depending on PREPA's needs. When onsite service is required, the request must be sent one (1) week before. The resource will be working during business hours (Monday-Friday, 9:00 am-6:00 pm) or as defined with PREPA. -----

1.3 PREPA and INVID agreed to assigns the following code, depending on the severity of incidents to determinate the incident response time as follows: -----

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- a. Code S1 - Disruption or total loss of application functionality. Respond Time: Up to four (4) hours. -----
- b. Code S2 - Disruption or partial loss of functionality of a critical area of the application. Respond Time: Four (4) to Eight (8) hours. -----
- c. Code S3 - Disruption or partial loss of functionality of non-critical area of the application. Respond Time: Next business day. -----
- d. Code S4 - Minor incidents that do not impact the functionality or access of the application. Respond Time: One (1) to two (2) working days. -----

1.4 At the direction of PREPA, INVID may be required to work with other consultants, or other type of firms. The Parties agree to discuss such assignment in advance, so that all the Parties have a clear understanding as to their responsibilities. INVID is not responsible for worked performed by others. -----

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Article 2. Services Coordination

All the Services of INVID in relation to the terms and conditions of this Contract will be coordinated through PREPA's Operations, Strategy and Corporate Informatics Administrator or the person delegated by him. -----

Article 3. Contract Assignment or Subcontract

INVID shall not assign nor subcontract its rights and obligations under this Contract, except in the event PREPA give written authorization for such actions. Provided, that no subcontract shall be considered for PREPA's approval, except when the following requirements are met: (1) INVID delivers to PREPA a copy of the subcontract, not less than thirty (30) days prior to the effective date of the proposed subcontract; (2) the

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subcontract includes, as a condition for its legal validity and enforceability, a provision whereby PREPA has the right to substitute, subrogate or assume INVIDs' rights under the subcontract, in the event that PREPA declares INVID in breach or default of any of the Contract terms and conditions; and (3) the subcontract includes, as a condition for its validity and enforceability, a provision establishing for the subcontractor the obligation to comply with all INVIDs' obligations under the Contract (*mirror image clause*), except for such obligations, terms and conditions which exclusively related with works or services not included under the subcontract. A request to subcontract shall specify the issues or matters that will be referred to the subcontractor. These services shall be paid as part of the Contract Amount, as stated in Article 6, Payment. -----



Article 4. Contract Term

This Contract shall be in effect from the date of its execution until June 30, 2020 (The Contract Period). The Contract may be extended, for an additional annual fiscal period, at the exclusive option of PREPA and subject to the availability of funds, only by written amendment agreed upon by both Parties. -----

Article 5. Contract Termination

5.1 PREPA shall have the right to terminate this Contract, at any time, with thirty (30) days prior written notice by registered mail, return receipt requested, or overnight express mail to INVID. If notice is given, the Contract shall terminate upon the expiration of the 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

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shall continue in full force and effect during the thirty (30) day notice period. INVID shall have no further right to compensation except for what has been accrued for services rendered and expenses incurred under the Contract until said date of effective termination. -----

5.2 PREPA shall have the right to terminate this Contract immediately in the event of negligence, dereliction of duties or noncompliance by INVID, without prior written notice. -----

5.3 The Parties acknowledge that PREPA is undergoing a transformation process, and therefore, both Parties agree that in the eventuality of the execution of a Partnership Contract, Sale Contract or any other PREPA Transaction (as these terms are defined in Act 120-2018), PREPA may sell, assign, convey, transfer, pledge, mortgage, sublease, delegate, hypothecate, or otherwise dispose (each, a "Transfer") any of its rights, title, or interest in this Contract as permitted by applicable law and at any time, and without INVID's consent or cost, expense or incremental liability to PREPA, to any future operator of Puerto Rico's electric power transmission and distribution system or any of its affiliates, or to any governmental agency, body, public corporation or municipality of Puerto Rico; provided, that PREPA shall notify INVID no later than thirty (30) days before the effective date of any such Transfer.-----


INVID acknowledges that all his responsibilities and obligations under the Contract, such as work to be performed and services to be provided, etc., will continue in full force and effect until the expiration of the thirty (30) day period. -----

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Article 6. Payment

6.1 In accordance with the terms and conditions contained herein, PREPA agrees and INVID accepts that the total amount to be paid under the Contract shall not exceed a cumulative amount of two hundred seventy thousand dollars (\$270,000), including reimbursable expenses (the “Contract Amount”). All payments to be made under this Contract will be charged to account 01-4019-93023-556-644. PREPA will only pay for Services already rendered before the submitted invoice date. PREPA will not be required to make advance payments for any future service to be rendered by INVID under the Contract. -----

 6.2 Nothing herein shall preclude the Parties from agreeing to increase said amount in writing and signed by both Parties. -----

6.3 PREPA will pay for the Services rendered by INVID according to the following hourly rates:

Consultant -----\$90 (Regular Business Hour)

Consultant -----\$135 (Outside Business Hour/Emergency)

6.4 Should INVID assign another position to attend to PREPA’s matters pursuant to this Contract, INVID shall promptly send PREPA an amended schedule to include such person’s name, position and rate, as well as request approval from PREPA.--

6.5 INVID shall immediately notify PREPA when the billing under the Contract amounts seventy-five percent (75%) of the Contract Amount. Once this notification has been issued, INVID, in coordination with PREPA, will ensure that no services will be rendered in excess of the Contract Amount, except that a written

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amendment is agreed upon by both Parties. In addition, INVID shall present an itemized list of the remaining billable Services under the Contract.-----

Article 7. Fees, Expenses and Disbursements

7.1 PREPA should not be billed for (a) time spent in processing conflict searches, or preparing billing statements, or in responding to PREPA inquiries concerning INVID's invoices; or (b) travel time during which INVID is billing another client for work performed while traveling. Moreover, PREPA requires that only professional services be billed on a time and material basis in accordance with INVID's fixed hourly rates. Accordingly, PREPA should not be billed for the administrative tasks of creating, organizing, reviewing and/or updating files; routine or periodic status reports; receiving, reviewing, and/or distributing mail; faxing or copying documents; checking electronic mail or converting information to disk, not directly related to the PREPA Contract.-----

7.2 PREPA will reimburse INVID for actual costs and expenses related to matters assigned to INVID and for necessary and reasonable out-of-pocket disbursements, subject to the limitations and exceptions set forth below. INVID is expected to have a system in place that requires those who bill time and disbursements to PREPA matters do so promptly and accurately.-----

7.3 PREPA will not reimburse INVID for: (a) costs included in a 'miscellaneous' or 'other' category of charges; (b) overhead costs and expenses-such as those relating to fees for time or overtime expended by support staff (secretaries, administrative/clerical personnel, internal messengers, and other similar

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services), word processing and/or proofreading, cost of supplies or equipment, and/or other similar costs of doing business; (c) time spent attending education seminars or training programs; or (d) mark-ups or surcharges on any cost or expense. In addition, if communications are sent to PREPA using more than one medium, PREPA does not expect to pay for the cost of both communications. For instance, if a piece of correspondence is sent to PREPA by email, we do not expect to pay for the cost of that same correspondence if it is also sent via regular or expedited mail.-----

7.4 PREPA will reimburse INVID for separately itemized expenses and disbursements in the following categories:-----

7.4.1 Messenger/courier service - PREPA will reimburse actual charges billed to INVID for deliveries (including overnight deliveries) where this level of service is required because of time constraints imposed by PREPA or because of the need for reliability given the nature of the items being transported. Appropriate summaries of messenger/courier expenses must reflect the date and cost of the service and the identity of the sender and the recipient or the points of transportation.-----

7.4.2 Travel - PREPA will reimburse actual charges for transportation and hotels reasonable and necessary for effective services to PREPA. PREPA will not pay for any first-class or business-class travel. Summaries of transportation expenses should reflect the identity of the user, the date and amount of each specific cost, and the points of travel. Summaries of

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lodging expenses should include the identity of the person making the expenditure, the date and amount, and the nature of the expenditure. -----

Travel expenses reimbursement applies for personnel providing the services to PREPA, travel expenses for family members or guests are not chargeable to PREPA or reimbursable.-----

7.4.3 Air Travel - 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). INVID shall submit a copy of the original airline itinerary and paid invoice. Airfare may only be invoiced following completion of travel. In the event that a scheduled trip has to be cancelled or rescheduled by PREPA's order, PREPA will assume the cost of the penalty fee.-----

INVID shall submit a copy of the airline itinerary and paid invoice or airline receipt. Airfare may only be invoiced following completion of travel.-----

Airfare necessary to attend PREPA's official business will be paid by PREPA according to these guidelines.-----

7.4.4 Maximum Per Diem Rates (no proof of payment will be required) -----

Meals: - \$60 per person for each day for persons travelling or working in Puerto Rico or other location as directed and approved by PREPA under the Contract.-----

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Lodging (standard not smoking room): - \$250 per person, per night including government fees and taxes. INVID may use an economical alternative of lodging, including temporary rentals of apartments or rooms (Airbnb like rentals). For travel period longer than five days, temporary rentals shall be coordinated when this temporary rental (including all taxes and applicable fees) is less expensive than hotel accommodation, and evidence of said temporary rental shall be provided.-----

Ground Transportation in Puerto Rico: - Shall be reimbursable at cost, including Uber type services, taxis or car rentals (Rental cars requires a previous approval by PREPA) and associated driving expenses such as, but not limited to parking fees, highway tolls, and fuel.-----

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7.4.5 Reimbursable expenses shall not exceed six percent (6%) of the Contract Price in one year and will be reimbursed by PREPA through the presentation of acceptable evidence for such expenses.-----

7.4.6 Photocopying/printing - PREPA will reimburse actual charges for in house or outside binding, and printing services and costs of photocopying services, which are not to exceed the actual five (5) cents per page for black and white copies, and twenty-five (25) cents per page for color copies. Summaries of expenditures for copying should reflect both the number of copies made and the cost per copy.-----

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7.4.7 Third-Party Services - The approval of PREPA must be obtained in writing prior to retaining any third-party services. INVID shall be responsible for requiring that there are no conflicts of interest between any third party and PREPA or between any third-party clients and PREPA. In addition, all arrangements with third-party vendors should include an appropriate undertaking of confidentiality and data privacy. Invoices from third-party vendors should be paid directly by INVID, incorporated into its invoice to PREPA and should include appropriate detail. Copies of third-party invoices may be requested by PREPA and should be retained in accordance with PREPA's guidelines.-----

7.4.8 PREPA reserves the right to question the charges on any bill (even after payment) and to obtain a discount or refund of those charges that are not in compliance with the terms of the Contract. At PREPA's request, copies of bills and records reflecting reimbursable expenses that are not specifically listed in Article 7.4.4 as per diem shall be provided.-----

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Article 8. Invoices

8.1 INVID shall submit its invoices on a monthly basis for the work already performed during the preceding month. INVID will provide to PREPA an invoice for each billing period which will include a description of the services rendered and the number of hours spent by each person. The invoice for professional services shall be itemized and must be duly certified by an authorized representative of INVID. INVID shall allocate any invoiced fees between: (i) activities undertaken

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outside of Puerto Rico; and (ii) those relating to activities undertaken within Puerto Rico.-----

8.2 PREPA will review the invoices upon receipt, and if they are in compliance with the requirements set forth in this Contract, it will proceed with payment. Payment is due forty-five (45) days of receipt of the invoice. 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. -----

8.3 All invoices submitted by INVID shall include the following Certification in order to proceed with its payment:-----

No Interest Certification:

"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 Contract. The only consideration to be received in exchange for the performance of 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".

INVID's Signature

This is an essential requirement and those invoices without this Certification will not be processed for payment. In order to comply with the certification requirements set forth above, INVID shall require that subcontractors, if any approved by PREPA, providing Services also make the certification set forth above in any invoices submitted in connection with the Services. -----

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Article 9. Transfer of Funds

9.1 If INVID decides to assign or transfer an amount, due or payable, to which he is entitled for services rendered or goods provided during the term of this Contract, INVID shall notify PREPA of such transfer of funds, in accordance to the provisions of Act 21-2012. Said notice shall clearly indicate the rights granted, including a copy of the contract under which the assignment or transfer of funds is made, the exact amount of funds to be assigned or transferred, and specific identification information regarding the assignee (full name of the person or company), address and any other contact information.-----

9.2 INVID acknowledges and agrees that PREPA may deduct any amount, due or payable under this Contract, that INVID owes; PREPA may retain any said amount if INVID fails to fulfill its obligations and responsibilities under this Contract, or a claim arises for warranty or defects regarding the services rendered or goods provided under this Contract. INVID also acknowledges and agrees that PREPA's payment obligation under any assignment of funds will cease upon payment of the outstanding amounts under this Contract. PREPA shall not be required to make payments or transfer any funds for an amount that exceeds the payment to which INVID is entitled to under this Contract. -----

9.3 INVID shall include with its notice of assignment of funds a cashier's check or money order for two hundred dollars (\$200), payable to "Puerto Rico Electric Power Authority", to cover administrative costs in processing such assignment.---



Article 10. Information and Material Facts

10.1 PREPA shall promptly provide to INVID all information under the control of PREPA and necessary for INVID to perform the Services under this Contract and those material facts that INVID may reasonably require in order to provide its Services to PREPA. PREPA will ensure, to the best of its knowledge and belief, that the documents, data, and other information and material facts provided to INVID, which are under its control, are true and complete, and does not constitute misleading or inaccurate information and INVID shall be entitled to rely on the accuracy and completeness of the documents, data, and other information and material facts.-----

10.2 PREPA will advise in writing INVID of any developments of which PREPA becomes aware, and which PREPA considers may have a material effect with respect to the information and/or facts provided to INVID. -----



Article 11. Information Disclosure and Confidentiality

11.1 The Parties shall take all reasonable steps to keep confidential and use only for the purposes contemplated by the terms of the Contract the information provided by PREPA and/or INVID, and take all reasonable steps to ensure that such information is not disclosed or distributed by its employees or agents in violation of the terms of this Contract.-----

11.2 The Parties also agree that, except as agreed to in writing by both Parties, they will not, at any time after termination of this Contract, disclose any confidential information to any person whatsoever, or permit any person whatsoever to

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examine and/or make copies of any reports prepared by INVID or under its control by reason of its consulting services, and that upon termination of this Contract each Party will turn over to the other all documents, papers, and other matters in its possession or under its control that relate to the other Party. INVID may retain one file copy for its records.-----

11.3 The term “confidential information” shall include, but not be limited to, all information provided to INVID by PREPA or at PREPA’s direction regarding its facilities or operations and any and all information gathered or developed by INVID regarding the same. The Parties further agree that proprietary records and documents related to INVID’s business operations are confidential to INVID and will not be disclosed to PREPA or other Parties, except as ordered by the court. The Parties agree that PREPA will resist any attempt by opposing counsel or other Parties to obtain INVID’s proprietary information. The term “confidential information”, however, will not include information that:-----

- (i) is or becomes public other than through a breach of this Contract;
- (ii) is known to the receiving Party prior to the date of this Contract and with respect to which the receiving Party does not have any obligation of confidentiality; or
- (iii) is independently developed by the receiving Party without use of, or reference to, confidential information.

11.4 The Parties acknowledge that disclosure of any confidential information by either Party will give rise to irreparable harm to the injured Party inadequately

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compensable in damages. Accordingly, either Party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies, which may be available.----

11.5 If this Contract terminates for any reason, INVID shall maintain in strictest confidence both; during the term of this Contract and subsequent to termination of this Contract, and shall not during the term of this Contract or thereafter disclose or divulge to any person, firm, or corporation, or use directly or indirectly, for its own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to PREPA's operations or trade secrets relating to the business or affairs of PREPA which INVID may acquire or develop in connection with or as a result of the performance of the Services hereunder. In the event of an actual or threatened breach by INVID of the provisions of this paragraph, PREPA shall be entitled to injunctive relief for such breach. Nothing herein shall be construed as prohibiting PREPA from pursuing any other legal remedies available, including the recovery of damages from INVID.-----

11.6 The above provisions do not apply with respect to information, which INVID is requested to disclose under applicable law and regulations, court order, subpoena or governmental directives, in which case INVID shall provide PREPA prompt notice of such request in order to procure for PREPA a reasonable opportunity to oppose such disclosure. INVID agrees to expeditiously notify and submit to PREPA a copy of any court order or subpoena and to the extent

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possible provide any assistance to PREPA (in the form of documents) regarding the submission of such information.-----

11.7 With respect to this Contract and any information supplied in connection with this Contract and designated by the disclosing Party as confidential, the recipient agrees to: (i) protect the confidential information in a reasonable and appropriate manner and in accordance with applicable professional standards; (ii) use confidential information only to perform its obligations under this Contract; and (iii) reproduce confidential information only as required to perform its obligations under this Contract.-----

Article 12. Rights and Titles

12.1 INVID will submit any reports reasonably required by PREPA regarding the Services performed under this Contract. If required by PREPA, at the completion of any assigned task, INVID will submit a final written report describing the work it has performed. This requirement shall not be interpreted as a waiver by PREPA of INVID's ethical obligation and responsibility of keeping PREPA informed of the progress of the assigned matters. -----



12.2 All rights, titles and interest in any reports, documents, analyses, investigations and any other by-product conceived or developed by INVID exclusively for PREPA as a result of performing its obligations under this Contract shall be the exclusive property of PREPA. INVID shall retain all right, title, and interest in and to proprietary works of authorship, pre-existing or otherwise, that have not been created specifically for PREPA under this Contract. With the exception of items

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marked as “CONFIDENTIAL” by INVID, PREPA shall retain the right to use, refer, share, or provide to any third party, as PREPA may determine, the results of any reports, documents, analyses, investigations or any other by-product of the Services performed by INVID under this Contract.-----

Article 13. Copyright

INVID and PREPA shall jointly defend any suit or action brought against either party based on a claim that any document, report, study, analysis, copyrighted composition, article or any by-product of those, either used in the performance of the Services by INVID or provided to PREPA by INVID as part of its Services, 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. The Party of this Contract subject to the claim or that becomes aware of a potential claim shall promptly notify in writing the other Party of this Contract, and give the authority, information, and assistance reasonable and necessary for the defense of such claim.-----

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Article 14. Warranty

14.1 INVID warrants that it shall perform the Services in accordance with the applicable standards of care and diligence at the time of performance of the Services, and which are normally practiced and recognized in performing services of a similar nature (the “Standard”). Should any of the Services provided by INVID not fulfill the above established Standard, INVID shall take all necessary corrective measures to rectify such deficient Services, at its own and exclusive cost, whenever such course of action is possible or desirable. The

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rectification of deficient Services by INVID shall not be understood as a waiver by PREPA to any other remedy it may have under this Contract or under the law or equity for any damages that INVID's may have caused to it by rendering such deficient Services.-----

14.2 No other warranty, express or implied, is made or intended by this Contract, by furnishing oral or written reports of findings made, or by any other act of INVID. -

Article 15. 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.-----

Article 16. Independent Contractor

16.1 INVID shall be considered as an independent contractor, for all material purposes under this Contract, and all persons engaged or contracted by INVID for the performance of its obligations herein, shall be considered as its employees or agents, and not as employees or agents of PREPA.-----

16.2 As an independent contractor, INVID 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.-----

Article 17. Employees not to Benefit

No officer, employee or agent of PREPA, nor of the Government of the Commonwealth of Puerto Rico or its Municipal Governments shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.-----

Article 18. Conflict of Interest

18.1 INVID certifies that none of its representatives under this Contract receive payment or compensation of any nature, for the services regularly rendered through an appointment in another government agency, body, public corporation or municipality of Puerto Rico. INVID also certifies that it may have other consulting services contracts with other governmental agencies or bodies, but such condition does not constitute a conflict of interest for INVID.-----

18.2 INVID acknowledges that in executing its services pursuant to this Contract it has a duty of complete loyalty towards PREPA which includes not having conflict of interest. “Conflict of Interest” means representing clients who have or may have interests that are contrary to PREPA, but does not include rendering services that are unrelated to the services covered in this Contract. Also, INVID shall have the continuous obligation to disclose to PREPA all information and circumstances of its relations with clients and third persons that would result in a conflict of interest which would influence INVID when performing its responsibilities under this Contract. If INVID is required to provide services to another entity of the Executive Branch under the provisions of Article 30 and such services could result in a conflict of interests, INVID will notify PREPA in writing as provided in this article. -----

18.3 The Parties understand and agree that a conflict of interest exists when INVID must advocate a position or outcome on behalf of any existing or future client that is contrary to PREPA’s interests. Also, any conduct defined in the Rules of



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Professional Conduct regarding conflict of interests shall apply to INVID and its personnel.-----

18.4 In the event that any of the partners, directors, agents or employees of INVID engaged in providing services under this Contract should incur in the conduct described herein, said conduct shall constitute a violation of the prohibitions provided herein.-----

18.5 INVID's partners, directors, agents or employees and personnel shall avoid even the appearance of the existence of conflicting interests.-----

18.6 INVID acknowledges that PREPA's Chief Executive Officer shall have the power to intervene with the acts of INVID and/or its agents, employees, and subcontractors regarding the enforcement of the prohibitions contained herein. In the event that the existence of adverse interests is discovered, the PREPA's Chief Executive Officer shall inform INVID in writing of PREPA's intention to terminate this Contract within a thirty (30) day period. During said period, INVID may request a hearing with the Chief Executive Officer to present its arguments regarding the alleged conflict of interests. In the event that INVID does not request such hearing during the specified thirty (30) day period or the controversy is not satisfactory settled during the hearing, this Contract shall be canceled.-----

18.7 INVID certifies that, at the time of the execution of this Contract, it does not have nor does it represents anyone who has Conflict of Interests with PREPA. If such

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Conflict of Interest arises after the execution of the Contract, INVID shall notify PREPA immediately.-----

Article 19. Notices

All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally or sent by telecopy, or 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 telecopied, or if mailed, three days after mailing (one business day in the case of express mail or overnight courier service) to the Parties to the following addresses:-----

To PREPA: Puerto Rico Electric Power Authority
PO Box 364267
San Juan, Puerto Rico 00936-4267

Attention: José F. Ortiz Vázquez
Chief Executive Officer

To INVID: Internet Vision Development, LLC
PO Box 16461
San Juan, Puerto Rico 00908

Attention: Alberto Lugo Gómez
Secretary

Article 20. 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 that only the state courts of Puerto Rico will be the courts 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.-----

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Article 21. Change in Law

During the term of this Contract, any change in law, including, but not limited to changes in applicable tax law, which cause an increase in INVID’s costs when providing the services, shall be INVID’s responsibility and PREPA shall not be obligated to increase the Contract Amount.-----

Article 22. Force Majeure

22.1 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. -----

22.2 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.-----

22.3 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

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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.-----

Article 23. Novation

23.1 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.-----

23.2 The previous provision shall be equally applicable in such other cases where PREPA gives INVID 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. -----

Article 24. Severability

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.-----

Article 25. Save and Hold Harmless

INVID agrees to save and hold harmless and to indemnify PREPA for all expenses and costs of any nature (including reasonable attorneys' fees) incurred by PREPA arising out of any third party claim made by any person for bodily injuries, including death, or for property damage, to the extent directly caused by INVID by the negligent act or omission, in the performance or nonperformance of its obligations under the Contract,

Professional Services Contract – Internet Vision Development (INVID), LLC

but not to the point directly caused by negligence or tort of PREPA or a third party, which is not an employee or subcontractor of INVID.-----

With respect to any indemnity set forth in this Contract, each indemnity shall give prompt notice of its receipt of any threat, indication or other notice of any claim, investigation or demand that might give rise 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.-----

Article 26. Insurance

INVID 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:-----

1. Commonwealth of Puerto Rico Workmen’s Compensation Insurance:

INVID shall provide Workmen’s Compensation Insurance as required by the Workmen’s Compensation Act 45-1935 of the Commonwealth of Puerto Rico. INVID shall also be responsible for compliance with said Workmen’s Compensation Act by all its sub-contractors, agents, and invitees, if any.-----

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



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2. Employer's Liability Insurance:

INVID shall provide Employer's Liability Insurance with a minimum bodily injury limits of at least \$1,000,000 for each employee and at least \$1,000,000 for each accident covering against the liability imposed by Law upon INVID 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.-----

3. Commercial General Liability Insurance:

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

4. Commercial Automobile Liability Insurance:

INVID shall provide a Commercial Automobile Liability Insurance with limits of at least \$1,000,000 combined single limit covering all owned or schedule autos, non-owned autos, and hired automobiles.-----

5. Professional Liability Insurance:

INVID shall provide a Professional Liability Insurance with limits of at least \$1,000,000 per claim and at least \$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 (PREPA)

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Risk Management Office
PO 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 Puerto Rico Electric Power Authority (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.”-----

Furnishing of Policies:

J 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.-----


INVID shall furnish a certificate of insurance in original signed by an authorized representative of the insurer in Puerto Rico, describing the coverage afforded.----

Article 27. Compliance with the Commonwealth of Puerto Rico Contracting Requirements

INVID will comply with all applicable State Law, Regulations or Executive Orders that regulate the contracting process and requirements of the Commonwealth of Puerto Rico, including but not limited to:

Professional Services Contract – Internet Vision Development (INVID), LLC

A. Executive Order No. OE-1991-24 of June 18, 1991 to require certification of compliance with the Internal Revenue Services of the Commonwealth of Puerto Rico: Pursuant to Executive Order No. OE-1991-24 of June 18, 1991, INVID 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. INVID 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. INVID 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. INVID will be given a specific amount of time to produce said documents. During the term of this Contract, INVID agrees to pay and/or to remain current with any repayment plan agreed to by INVID with the Government of Puerto Rico. -----

 B. Executive Order No. OE-1992-52 of August 28, 1992 to require certification of compliance with the Department of Labor of the Commonwealth of Puerto Rico. Pursuant to Executive Order No. 1992-52, dated August 28, 1992 amending OE-1991-24, INVID 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. INVID accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every consultant and sub-consultant whose service INVID has secured in connection with the services to

Professional Services Contract – Internet Vision Development (INVID), LLC

be rendered under this Contract and shall forward evidence to PREPA as to its compliance with this requirement.-----

C. Government of Puerto Rico Municipal Tax Collection Center: INVID 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")). INVID 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. INVID shall provide, to the satisfaction of PREPA and whenever requested by PREPA during the term of this Contract, Certification issued by the CRIM, assuring that INVID does not owe any tax accruing to such governmental agency. To request such Certification, INVID will use the form issued by the CRIM (called "*CRIM-Certificados, Radicación, Estado de Cuenta y Todos los Conceptos*" in the website). INVID will deliver upon request any documentation requested by PREPA. During the Term of this Contract, INVID agrees to pay and/or to remain current with any repayment plan agreed to by INVID with the Government of Puerto Rico with regards to its property taxes.-----

INVID shall provide a Personal Property Tax Filing Certification, issued by the CRIM which indicates that INVID has filed its Personal Property Tax Return for the last five (5) contributory terms or Negative Debt certification issued by the CRIM with respect to real and property taxes and a sworn statement executed by INVID 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

Professional Services Contract – Internet Vision Development (INVID), LLC

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 CRIM's electronic system.---

D. INVID shall furnish a Certification issued by the Treasury Department of Puerto Rico which indicates that INVID 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. INVID shall provide a Puerto Rico Sales and Use Tax Filing Certificate, issued by the Treasury Department of Puerto Rico assuring that INVID has filed his Puerto Rico Sales and Use Tax for the last sixty (60) contributory periods. -----

F. INVID shall provide a copy of INVID's Certificate of Merchant's Registration issued by the Treasury Department of Puerto Rico. -----

G. Puerto Rico Child Support Administration (*ASUME*): INVID shall present, to the satisfaction of PREPA, the necessary documentation certifying that INVID 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)*). INVID will be given a specific amount of time to deliver said documents. 3 L.P.R.A. § 8611 et seq.;-----

H. INVID shall provide a Good Standing Certificate issued by the Department of State of Puerto Rico.-----



Professional Services Contract – Internet Vision Development (INVID), LLC

- I. INVID shall provide a Certification of Incorporation, or Certificate of Organization or Certificate of Authorization to do business in Puerto Rico issued by the Department of State of Puerto Rico.-----
- J. Special Contribution for Professional and Consulting Services: 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.-----
- K. Social Security and Income Tax Retentions: In compliance with Executive Order 1991 OE- 24; and C.F.R. Part 404 et. Seq., INVID 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.-----
- L. Income Tax Retention Law: 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 US citizens and Non-US citizens, which are nonresidents of the Commonwealth of Puerto Rico INVID 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 (known in Spanish as *Departamento de Hacienda de Puerto Rico*). INVID will request PREPA not to make such withholdings if, to the satisfaction of PREPA, INVID 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.-----

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M. Compliance with Act 1-2012 of Governmental Ethics: INVID 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/he immediate family (spouse, dependent children or other members of his/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.;-----

N. Act 168-2000: Law for the Strengthening of the Family Support and Livelihood of Elderly People: INVID 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.-----

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O. Act 127-2004: Contract Registration in the Comptroller's Office of Puerto Rico Act: 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 Act 18 of October 30, 1975, as amended.-----

P. Prohibition with respect to execution by public officers: 3 L.P.R.A. 8615(c): No public officer or employee authorized to contract on behalf of the executive agency

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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. Prohibition with respect to contracting with officers or employees: 3 L.P.R.A.

8615(d): 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. Prohibition with respect to contracts with officers and employees of other

Government entities: 3 L.P.R.A. 8615(e): 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. Prohibition with respect to evaluation and approval by public officers:

3 L.P.R.A. 8615(f): 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.-----

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T. Prohibition with respect to execution by public officers' contracts with former public officers: 3 L.P.R.A. 8615(h): 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. Dispensation: Any and all necessary dispensations have been obtained from any government entity and that said dispensations shall become part of the contracting record.-----

V. Rules of Professional Ethics: INVID acknowledges and accepts that it is knowledgeable of the rules of ethics of his/her profession and assumes responsibility for his/her own actions.-----

W. 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.-----

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If any of the previously required Certifications shows a debt, and INVID has requested a review or adjustment of this debt, INVID 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, INVID will provide, immediately, to PREPA a proof of payment of this debt; otherwise, INVID accepts that the owed amount be offset by PREPA and retained at the origin, deducted from the corresponding payments.-----

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Article 28. Anti-Corruption Code for a New Puerto Rico

INVID 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. INVID 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.-----

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

 INVID 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 the Contract in the event INVID 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: INVID expressly agrees that the conditions outlined throughout this Article 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 INVID shall reimburse the PREPA all moneys received under this Contract.-----



Article 29. Dispute Resolution

Executive Negotiation: Any unresolved disputes shall be referred to the Contracting Officer, Project Manager or designee by PREPA and INVID for resolution. During the first thirty (30) days following the delivery of a notice of dispute (and during any extension agreed to by the Parties in writing, the “Negotiation Period”) the Parties shall attempt in good faith to resolve the dispute through negotiations. If such negotiations

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result in an agreement in principle to settle the dispute, they shall cause a written settlement agreement to be prepared, signed and dated (an “Executive Settlement”), and the dispute shall be deemed settled, and not subject to further dispute resolution. If a dispute is not resolved through the Executive negotiation, the Parties agree to resolve the dispute according to the jurisdiction established in the Choice of Law and Venue Article of the Contract.-----

Article 30. 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 INVID 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, INVID 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

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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 all public instrumentalities and public corporations.-----

Article 31. Non-Discrimination

INVID agrees that it will not discriminate against any employee or applicant for employment on account of race, color, gender, age, sex, national or social origin, social status, political ideas or affiliation, religion, for being or perceived to be a victim of domestic violence, sexual aggression or harassment, regardless of marital status, sexual orientation, gender identity or immigrant status, for physical or mental disability, for veteran status or genetic information.-----

Article 32. Entire Contract

The terms and conditions contained herein constitute the entire agreement between PREPA and INVID with respect to the subject matter of this Contract, and supersede all communications, negotiations, and agreements of the Parties, whether written or oral, other than these, made prior to the signing of this Contract.-----

IN WITNESS THEREOF, the Parties hereto sign this Contract in San Juan, Puerto Rico

this 24 day of January, 2020.-----

Puerto Rico Electric Power Authority

Internet Vision Development, LLC



José F. Ortiz Vázquez
Chief Executive Officer
Tax ID: 660-43-3747



Alberto Lugo Gómez
Secretary
Tax ID: 66-0625238



2017 Partner of the Year Winner
Puerto Rico

Service Proposal

PREPA

Programming and SharePoint Outsourcing

SUMMARY

This document contains our service proposal presented to **PREPA** to provide programming services and support around the Microsoft SharePoint Platform to their intranet and internet environment, as well.

File	PREPA_SP_OUTSOURCING_EN_01_2019_1203.PDF
Last revision	12/03/2019
Prepared by	Adilen Brotons
Revised by	
Contact	Adilen Brotons adilenb@invidgroup.com 787-766-2024 x.2004

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Control Sheet

Changes

Date	Author	Version	Description
September 26, 2019	Adilen Brotons	1.0	Final Document
December 3 rd , 2019	Adilen Brotons	1.0	The proposal was translated to English

1 Service

The Puerto Rico Electric Power Authority, from now on the Client, requests our consulting and software development services in the area of information technology. Specifically, INVID will provide programming services and support around the Microsoft SharePoint Platform to their intranet and internet environment, as well. This document represents our proposal to provide personnel specialized in programming and/or the Microsoft SharePoint Platform. Tasks may range from new features configuration to infrastructure recommendations. For the internal portal, SharePoint Online may be configured with the content management capabilities and migrate the documents in other SharePoint previous versions. When requested, Forms and Workflows to automate internal requests may be configured using Microsoft SharePoint. Graphical content may be worked using Power BI and/or Fusion Charts.

For the PREPA Internet Site, modifications and updates may be performed to the existent environment, including adjustments to comply with the Laws of Puerto Rico and Cybersecurity Standards, when required by PREPA. If required by PREPA, INVID may work with other website systems approved by PREPA.

Also, if something is not working correctly, INVID may provide technical support for the Internet and Intranet Sites or provide consulting to clarify any doubt of the PREPA personnel, including knowledge transfer sessions.

The client may contact INVID to request support by Email or Phone. The resource (s) will be able to provide support remotely or in the client's office as well, depending on the client's needs. When onsite service is required, the request must be sent one (1) week before. The resource will be working during usual business hours (Monday-Friday, 9:00 am-6:00 pm) or as defined with the client.

2 Hourly Rates

Description	Quantity	Hourly Rate	Total Cost
Consultant (s)	3,000*	\$90.00	\$ 270,000 USD

* The number of hours is based on regular business hours. If service is requested outside business hours, the number of hours should be adjusted based on the used hours at the outside business hourly rate.

Description	Hourly Rate
Consultant (s) – Regular Business Hours	\$ 90.00
Consultant (s) – Outside Business Hours / Emergency	\$ 135.00

2.1 Billing Process

The costs described in section 2.0 will be billed as follows:

- Monthly bill for services provided
- Payment term: 30 days after receipt of invoice

3 Maintenance/Support Service Process

3.1 Maintenance

3.1.1 Diagnosis and monitoring

If required, INVID will assign expert technical staff to maintain the portals solution in SharePoint. This technical staff will evaluate the application and carry out the necessary improvements and modifications for the optimal operation of the application.

3.1.2 Incident resolution

When a failure or incident occurs on any of the portals (Internet / Intranet), it must be notified to the INVID technical staff assigned to this service. The defect will be evaluated by the technical staff, and according to the severity code assigned, the incident will be scaled.

3.1.2.1 Severity codes and their definitions

INVID assigns the following codes, depending on the severity of incidents as defined:

Severity Code	Definition of the Impact of the Incident
S1	Disruption or total loss of application functionality.
S2	Disruption or partial loss of functionality of a critical area of the application.
S3	Disruption or partial loss of functionality of a non-critical area of the application.
S4	Minor incidents that do not impact the functionality or access of the application.

3.1.2.2 Incident response time

INVID personnel assigned to the maintenance service will respond within an estimated response time that will depend on the severity code assigned to the incident after being notified. Estimated times of responses according to severity are:

Severity	Estimated Response Time
S1	Up to four (4) hours
S2	Four (4) to (8) hours
S3	Next business day
S4	One (1) to two (2) working days

The technical staff will evaluate the defect from the time the incident is notified to INVID until INVID staff contact the staff or visit the Customer's facilities to resolve the situation. In case of incidents

with S1 and S2 codes, INVID staff will make the utmost effort to resolve in the shortest possible time.

3.1.2.3 Limitations

The following points describe limitations in incident resolution.

- If the incident is caused by any equipment (hardware) such as servers, network equipment, communication interruptions, software platform failures, operating systems or others on which the application is running these will be forwarded to the manufacturing or the company that provides service to such equipment or platform if this is the case. INVID will depend on the resolution time of the manufacturer or the company providing service and will not be responsible for the time of resolution of the incident. However, INVID will assist the manufacturer or service company if required to advance the resolution of the incident.
- If an incident with severity S1 or S2 cannot be solved within **four (4) hours**, if there is a backup, INVID staff may choose to restore the system of the most recent backup performed, if approved by the Customer's staff. If a system restore is approved, then the Customer's system staff, as well as any other person serving the client's servers and computers, must be involved in order to carry out the process of restoring the systems and Data. Customer staff will provide the backups made. INVID will not be responsible for the time it takes to restore all systems and data.

3.2 Service Hours

The following table describes the timetables for the execution of the various maintenance services offered in this proposal.

Type	Schedule	Services to Perform
Regular	Monday to Friday, within the contracted period. The holidays are excluded. *	Incidents S2, S3, S4, improvements, updates, monitoring, and diagnostics.
Outside business hours / Emergency	24 hours / 7 days a week within the contracted period.	S1 Incidents

* The holidays to be excluded from the regular schedule will be those of the official calendar published by the government of Puerto Rico.

4 Service Terms and Conditions

PREPA, from now on the client, understands and accepts the following conditions of the service described below.

4.1 Work Place

The workplace for this service will be defined with the client but could be a combination of INVID and the client's office, both located in San Juan, PR.

4.2 Assumptions and Responsibilities

The services and fees are based on the following assumptions:

- a) The client will provide any hardware, materials, credentials, access, and/or facilities necessary for the analysis, development, and implementation of the solution.
- b) The client will provide any software licenses needed for the implementation of the solution.
- c) The client will assign a project/product manager to assist INVID personnel with coordination, communication, and validation of the work performed as needed.
- d) INVID will assign a project manager to plan and coordinate the tasks for each resource, manage communications, and provide progress updates to the client.
- e) The client will provide access to a business sponsor in order to obtain any relevant information about its work area.
- f) If necessary, the client will provide remote access to INVID.
- g) INVID does not guarantee compatibility with old or non-supported versions of Internet Explorer nor functional compatibility with other Internet browsers.
- h) The client understands and accepts that the solution may vary its appearance between different Internet browsers, operating systems, and mobile platforms and/or between versions of the same product.

4.3 Technical Knowledge Transfer

If the scope of this service includes technical knowledge transfer to the client, all the person must have the necessary skills to understand and work with the technologies, processes, methods, products, and/or components used in the realization of this service. All technical knowledge transfer will be limited to the scope of this service. INVID will not train client personnel unless specified in the scope of this service.

4.4 Exclusions

INVID is not responsible for any problems caused by restrictions, policies, and/or configurations of the machine or environment in which the application will be installed or where the solution will be implemented. Additionally, INVID is not responsible for the compatibility of the solution or

application with eventual changes in the technology of operating systems, servers, firewalls, web browsers, or others that may arise during or after the service.

4.5 Disclaimers

INVID will not be responsible for damages or delays caused by the operation, installation, or configuration of the applications or solutions implemented during or after the service provided. This means that INVID's obligation is limited to the delivery of a developed solution, so it is not responsible for eventual damages that the client or third party may cause resulting from transactions or the operation of the service developed, or applications implemented. Similarly, INVID is not responsible for the loss of data or functionality due to the installation, development and/or configuration of the applications or solutions during the service. It is the responsibility of the client to have a backup of the state of the servers, databases, and other files before the start of the service.

4.6 Applications

INVID will not be responsible for defects of third-party applications such as SharePoint, SQL Server, Web Parts, Office 365, Yammer, Operating Systems, and/ or other platforms used and/or related to the service. If hours are available, as part of the service, INVID may assist in requesting support with the manufacturer.

Defects or failures caused directly by third party products associated with the solution will be handled directly with the manufacturer. In order to guarantee the quality of our service, the client and/or their team will not make any modifications while the INVID team is still working.

4.7 Taxes

The prices shown above do not include taxes nor withholding orders that may arise from the acquisition or importation of software or hardware, and for professional services rendered by external consultants, which must be covered by the client after being specified by INVID.

4.8 Additional Costs

When the client requires moving our team outside of Puerto Rico or the metropolitan area, the costs of accommodations, airline tickets, hotel taxes, local mobilization, food, per diem, parking, and security will be paid by the client.

4.9 INVID Employees

The Client will make no approach or offer relating to employment to any employees or subcontractors of the Consultant.

5 About INVID

Internet Vision Development, commercially known as INVID, is an SBA 8(a) full-service Information Technology company. We deliver scalable, functional, and high-impact software that saves time and money for our customers. Our software solutions will engage employees, improve processes, and foster collaboration.

We group our services into five main areas: Software Development, Web Portals, Corporate Intranets (SharePoint), Business Intelligence (BI), and Outsourcing. We specialize in Process Automation, Electronic Forms Development, Design and development of Corporate Portals and Intranets, Business Intelligence, and Microsoft SharePoint Server Deployments.

For over fifteen years, INVID has provided software development and outsourcing services to various government agencies including the Puerto Rico (PR) Department of Justice, PR Aqueduct and Sewer Authority (PRASA), PR Department of Education, and the PR Department of Health. Through these relationships, INVID has demonstrated that it is a trusted and reliable vendor and partner. We are extremely proud of the impact we have made helping our government customers provide better services to the citizens of Puerto Rico and for improving the quality of work of government employees by simplifying and automating outdated processes and systems.

We have extensive experience with leading companies in major industries such as Banking, Health Insurance, Government, Hotels, among others. We have done solutions for Human Resources, Internal Audit, Customer Service, Citizens Services, and others.

We are a Microsoft Gold Certified Partner.

At Microsoft, we are Well-known for our expertise with the Microsoft SharePoint platform, as we have worked with the product since its first release and know the potential of the tool and its capabilities. We have experience migrating SharePoint Server intranets to the latest versions and from on-premise to online, as well. We have implemented digitalization projects, workflows automation (Employees Evaluation process, Vacations, and other requests), among other initiatives.

For INVID is very important to meet the expectations of our customers, providing a quality service. To do so, we encourage and support our resources to study and complete certifications to keep up with cutting edge technologies. Also, we emphasize to them the importance of being available and in communication with the customer during the project.

For the benefit of our customers, we prefer to use technologies and platforms that are scalable for future projects and maximize the investment of our customers. To achieve the

project's success, we develop solutions that are intuitive and easy to adopt for the end-user, and that can help them to improve **productivity**.

The following is a list of some of our qualifications:

- 4.8 out of 5.0 rating on Clutch¹. <https://clutch.co/profile/invid>
- Ranked 42 out of 6,000 custom software development companies on Clutch*.
- Fourteen+ years as a Microsoft Gold Certified Partner.
- Awarded Microsoft partner of the year in 2015 and 2017.
- SBA 8(a) certified <https://invidgroup.com/industries/federal-state-government/>
- DoT Disadvantaged Business Enterprise & Minority Business Enterprise.
- GSA Schedule 70

For more information visit www.invidgroup.com

¹ clutch is an independent research firm that INVID hired in 2018 to conduct in-depth client reviews to evaluate four areas: Scheduling, Quality, Cost, and Net Promoter Score (Willing to Refer). Across the four areas, INVID earned a 4.8 out of 5.0 from our customers.