

**COMMONWEALTH OF PUERTO RICO
PUBLIC SERVICE REGULATORY BOARD
PUERTO RICO ENERGY BUREAU**

NEPR

Received:

May 20, 2021

12:48 AM

IN RE: REVIEW OF LUMA'S
SYSTEM REMEDIATION PLAN

CASE NO. NEPR-MI-2020-0019

**SUBJECT: Submission of Additional Information
Requested in Technical Conference, Supplemental
Responses to Questions and Clarification.**

**MOTION IN COMPLIANCE WITH ORDER SUBMITTING ADDITIONAL
INFORMATION AND SUPPLEMENTAL RESPONSES TO QUESTIONS POSED IN
TECHNICAL CONFERENCE AND SUBMITTING CLARIFICATION**

TO THE HONORABLE PUERTO RICO ENERGY BUREAU:

COME NOW LUMA Energy, LLC (“ManagementCo”), and **LUMA Energy ServCo, LLC** (“ServCo”), (jointly referred to as “LUMA”), and respectfully state and request the following:

1. On April 23, 2021, this honorable Puerto Rico Energy Bureau (“Bureau”) issued a Resolution and Order that set a procedural calendar in this proceeding and included a technical conference scheduled for May 14th and 17th, 2021 (“April 23rd Order”).
2. The April 23rd Order also directed that LUMA would have until May 19, 2021, to file additional information that the Bureau could require during the technical conference.
3. The technical conference was held on May 14th and 17th, 2021. Throughout the two days of the technical conference, Commissioners and Bureau consultants issued requests for additional information. Similarly, LUMA representatives offered and requested leave to file additional information or responses with regards to several topics, and/or to provide written clarifications on several matters. The Bureau issued bench orders granting LUMA leave to provide

additional information or supplemental written responses to certain questions and/or to submit clarifications, on or before May 19, 2021.

4. In compliance with the April 23rd Order and with the bench orders issued during the Technical Conference, LUMA is hereby submitting the additional information requested by the Bureau and Bureau consultants, as well as additional responses and/or clarifications, as the Bureau authorized during the Technical Conference. The table below itemizes the additional information and documents that LUMA is submitting to this Honorable Energy Bureau. It also identifies the documents that contain confidential information and that are being submitted today under seal of confidentiality.

#	Response	Subject	Pages in which Confidential Information is Found, if applicable	Summary of Legal Basis for Confidentiality Protection, if applicable
1	TC-RFI-LUMA-MI-21-0019-210514-PREB-001	Damaged Streetlights	N/A	

#	Response	Subject	Pages in which Confidential Information is Found, if applicable	Summary of Legal Basis for Confidentiality Protection, if applicable
2	TC-RFI-LUMA-MI-21-0019-210514-PREB-002	Bill Print & Delivery Request for Proposal (RFP)	Portions of response that have been redacted	Sensitive Commercial Information and Trade Secrets under Act 80-2011. This is information that has been kept confidential. Personal identifying information protected under Act 122-2019 and applicable Puerto Rico constitutional privacy provisions.
2.1	TC-RFI-LUMA-MI-21-0019-210514-PREB-002 Attachment 1	RFP Instructions	Portions of document that has been redacted	Sensitive Commercial Information and Trade Secrets under Act 80-2011. This is information that has been kept confidential.
2.2	TC-RFI-LUMA-MI-21-0019-210514-PREB-002 Attachment 2	RFP Description of Services	Portions of document that has been redacted	Sensitive Commercial Information and Trade Secrets under Act 80-2011. This is information that has been kept confidential.

#	Response	Subject	Pages in which Confidential Information is Found, if applicable	Summary of Legal Basis for Confidentiality Protection, if applicable
2.3	TC-RFI-LUMA-MI-21-0019-210514-PREB-002 Attachment 3 Excel file	RFP Detailed Requirements	Portions of document that has been redacted	Sensitive Commercial Information and Trade Secrets under Act 80-2011. This is information that has been kept confidential.
2.4	TC-RFI-LUMA-MI-21-0019-210514-PREB-002 Attachment 4	RFP Business Case	Portions of document that has been redacted	Sensitive Commercial Information and Trade Secrets under Act 80-2011. This is information that has been kept confidential.
2.5	TC-RFI-LUMA-MI-21-0019-210514-PREB-002 Attachment 5	Vendor Master Service Agreement	Portions of document that has been redacted	Sensitive Commercial Information and Trade Secrets under Act 80-2011. This is information that has been kept confidential.
2.6	TC-RFI-LUMA-MI-21-0019-210514-PREB-002 Attachment 6	Vendor Service Addendum	Portions of document that has been redacted	Sensitive Commercial Information and Trade Secrets under Act 80-2011. This is information that has been kept confidential.

#	Response	Subject	Pages in which Confidential Information is Found, if applicable	Summary of Legal Basis for Confidentiality Protection, if applicable
2.7	TC-RFI-LUMA-MI-21-0019-210514-PREB-002 Attachment 7	Vendor Model Printing Rendering Service Addendum	Portions of document that has been redacted	Sensitive Commercial Information and Trade Secrets under Act 80-2011. This is information that has been kept confidential.
3	TC-RFI-LUMA-MI-21-0019-210514-PREB-003	Streetlight Billing – Estimated Increased Revenue	N/A	
4	TC-RFI-LUMA-MI-21-0019-210514-PREB-004	SRP Categorization	N/A	
4.1	TC-RFI-LUMA-MI-21-0019-210514-PREB-004 Attachment 1 Excel file	SRP Categorization	Entire document	Sensitive Commercial Information and Trade Secrets under Act 80-2011. The document includes original work product with assumptions on LUMA's prioritization for the SRP.
5	TC-RFI-LUMA-MI-21-0019-210514-PREB-005	Emergency Preparedness in the Front-End Transition (FET)	N/A	

5. Under separate cover and expediently, within the next ten days, as allowed by Section A.2 of the Energy Bureau's Policy on Management of Confidential Information," CEPR-MI-2016-0009, of August 31, 2016 as amended by the Resolution dated September 16, 2016, LUMA will be submitting a separate memorandum of law in support of its requests to file some of the aforementioned documents under seal of confidentiality.

WHEREFORE, LUMA respectfully requests that this Bureau **take notice** of the aforementioned and **deem** that LUMA complied with the portion of the April 23rd Order that set a deadline to file additional information requested during the Technical Conference and with the bench orders issued by the Energy Bureau in the Technical Conference held on May 14th and 17th, 2021.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 19th day of May 2021.

I hereby certify that I filed this motion using the electronic filing system of this Energy Bureau and that I will send an electronic copy of this motion to the attorneys for PREPA, Joannely Marrero-Cruz, jmarrero@diazvaz.law; and Katuska Bolaños-Lugo, kbolanos@diazvaz.law.



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Exhibit 1



NEPR-MI-2020-0019

System Remediation Plan May 14 & 17, 2021

Technical Conference Request for Further Information

List of Response Attachments

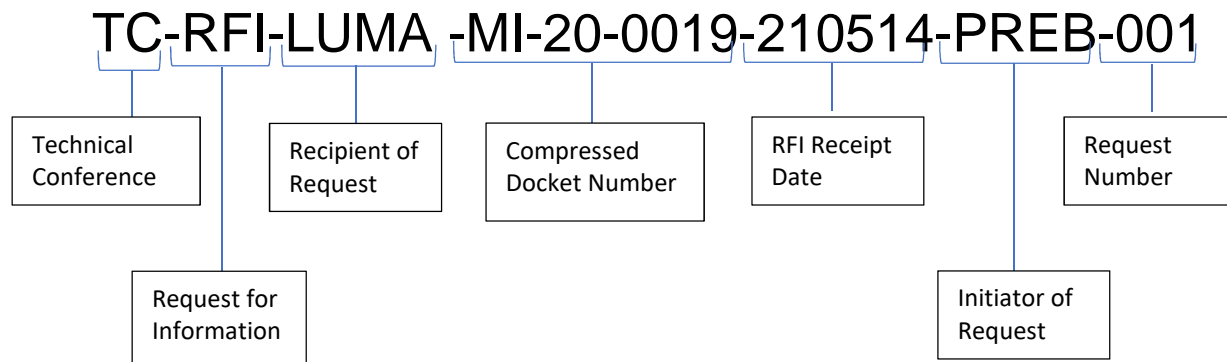
Response ID	Attachment Name	Description
TC-RFI-LUMA-MI-20-0019-210514-PREB-002	Attachment 1	RFP Instructions
	Attachment 2	RFP Description of Services
	Attachment 3*	RFP Detailed Requirements
	Attachment 4	RFP Business Case
	Attachment 5	Vendor Master Service Agreement
	Attachment 6	Vendor Service Addendum
	Attachment 7	Vendor Model Printing Rendering Service Addendum
TC-RFI-LUMA-MI-20-0019-210514-PREB-004	Attachment 1	SRP Categorization

Note: * Denotes attachments that have been provided in Microsoft Excel format.

Request Naming Convention

Please note that LUMA proposes to use the following naming convention to categorize and reference any requests made in this process and future processes, related to technical sessions, conferences or hearings.

Example:



System Remediation Plan

2021-05-14 Technical Conference

Docket ID: NEPR-MI-2020-0019

Response: TC-RFI-LUMA-MI-21-0019-210514-PREB-001

Subject: Damaged Streetlights

Request:

Please comment on the estimate of damaged streetlights in the Distribution Streetlighting program and its relationship with the information submitted by PREPA regarding their streetlight work.

Response:

PREPA submitted a document to the PREB on April 16, 2021 in response to case number NEPR-MI-2020-0001, and within this document is a report that summarizes the amount of work that PREPA's contractors have performed on the streetlights (up to April 15, 2021). This report may be found in Exhibit B of the document at the following link: <https://energia.pr.gov/wp-content/uploads/sites/7/2021/04/Informe-de-Reclamaciones-y-Solicitud-de-Determinacion-de-Confidencialidad-NEPR-MI-2020-0001-16-abr-21.pdf>

Of the 269,812 completed repairs indicated in the PREPA report, most of them (estimated 85-90%) are only luminaire LED replacements, and other required repairs were not performed. Examples of these other missed repairs include broken or damaged electrical pipes, pipe connectors, junction boxes, grounding rods, poles, pole arms, photocells, wiring, circuit contactors, circuit breakers and their corresponding electric housings. This is because very early in the process, the contractors were directed to only perform LED replacements.

The LED replacements help towards achieving the regulatory requirement of Puerto Rico Energy Public Policy Act No. 17 to replace all luminaires with LEDs by 2030. But the other damage remains, and due to the lack of other records and documentation regarding asset condition, the Distribution Streetlighting program estimate of number of damaged streetlights is still valid. The estimate is based on a sample assessment of 64,299 streetlights, of which approximately 70% were found damaged. The 70% value was applied to the total population of ~500,000 streetlights to arrive at a total estimated number of ~343,000 damaged streetlights.

The PREPA report indicates that 312,733 luminaires require repairs. This number is only for the luminaires, but there are additional streetlights that have other non-luminaire damage. This further supports the program estimate of 343,000 damaged streetlights.

As for the total number of streetlights in Puerto Rico, the program estimate of ~500,000 is in alignment with the PREPA report, where it indicates ~489,000 (in original database) plus ~14,000 (not in original database).

Since the LED replacements are just one portion of the overall Distribution Streetlighting program scope, upon review, the high-level cost estimates previously provided are broad enough such that they do not need to be adjusted at this stage.

All estimates (quantities, scope, cost) will be refined as LUMA gathers the data from its planned field inspection programs.

System Remediation Plan

2021-05-14 Technical Conference

Docket ID: NEPR-MI-2020-0019

Response: TC-RFI-LUMA-MI-21-0019-210514-PREB-002

Subject: Bill Print & Delivery Request for Proposal (RFP)

Request:

Please provide supportive documentation related to the Bill Print & Delivery RFP, including a synopsis of the process, the vendors and the PREPA employees that participated in the process.

Response:

Please find attached supportive documentation related to the Bill Print & Delivery RFP including:

Attachment Name	Description
TC-RFI-LUMA-MI-21-0019-210514-PREB-002-Att1	RFP Instructions
TC-RFI-LUMA-MI-21-0019-210514-PREB-002-Att2	RFP Description of Services
TC-RFI-LUMA-MI-21-0019-210514-PREB-002-Att3	RFP Detailed Requirements (provided in Microsoft Excel Format)
TC-RFI-LUMA-MI-21-0019-210514-PREB-002-Att4	RFP Business Case
TC-RFI-LUMA-MI-21-0019-210514-PREB-002-Att5	Master Service Agreement with Evertec
TC-RFI-LUMA-MI-21-0019-210514-PREB-002-Att6	Service Addendum with Evertec
TC-RFI-LUMA-MI-21-0019-210514-PREB-002-Att7	Model Printing Rendering Service Addendum with Evertec

As requested, below is the synopsis of the RFP process, the vendors, and the PREPA employees that participated in the process:

- **Bill Print & Delivery (BP&D) Procurement Process**
 - BP&D requirements were gathered (combination of LUMA & PREPA input).
 - RFP document package was assembled by the Customer Service team with input from Procurement.
 - RFP was issued in late October 2020. LUMA worked with PREPA to determine the top local bill print and delivery outsource providers in Puerto Rico within the metro region.
 - Responses were received in late November 2020.
 - Vendor evaluation was performed in late November 2020 / early December 2020.
 - Additional meetings (e.g., via phone calls) with vendors were held in early December 2020 to clarify pricing, capabilities and other issues.
 - Vendor recommendation was made (2nd week of December 2020).
- **BP&D vendors**
 - Three vendors participated in the RFP process and submitted formal responses to the RFP.

(a 4th vendor, [REDACTED], chose not to respond as they did not have bill presentment software)

- Two sets of in-person meetings were held with the vendors at their facilities for the purposes of touring their facilities, understanding their software/hardware/technology capabilities and assessing their executive management teams and BP&D executional teams.
- The three responding vendors included (these are the 3 main vendors for bill print services in Puerto Rico):

- [REDACTED]

- **PREPA team members were involved throughout the process**

- Head of Customer Service ([REDACTED])
- Head of Bill Print & Delivery ([REDACTED])
- Manager of Bill Print & Delivery ([REDACTED])
- Head of IT ([REDACTED])
- Doc One Lead ([REDACTED])
- IT Systems ([REDACTED])

REQUEST FOR PROPOSAL Instructions to Proponents and Conditions of Proposal	RFP #00003 Date Issued: October 30th, 2020
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PART A – INSTRUCTIONS TO PROPONENTS AND CONDITIONS OF PROPOSAL (Instructions)

REFERENCE: LUMA Bill Print and Delivery RFP #00003

PROJECT LOCATION: COMMONWEALTH OF PUERTO RICO, USA

REQUESTED WORK / SERVICES: BILL PRINT AND DELIVERY
December 4th, 2020

CLOSING DATE AND TIME: (2:00:00 p.m. **Atlantic Time, according to the owner's clock**)

**PROCUREMENT & CONTRACTING
REP.:**

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October 30, 2020

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1. GENERAL

1.1 Invitation to Submit Proposal

[REDACTED]

1.2 RFP Package Content

[REDACTED]

1.3 RFP Package Documents

[REDACTED]

1.4

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.5 Addenda

[REDACTED]

[REDACTED]

[REDACTED]

1.6 Communication with LUMA

[REDACTED]

[REDACTED]

Correspondence or requests may be made by email.

[REDACTED]

[REDACTED]

2. RFP PACKAGE KEY DATES AND SITE VISIT

2.1 Key Dates

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

2.2 Revisions to Key Dates

[REDACTED]

3. REVIEW, CLARIFICATIONS, MEETINGS AND SHORT-LISTING

3.1 Duty to Examine and Review this RFP Package

[REDACTED]

[REDACTED]

3.2 Clarification Requests

[REDACTED]

[REDACTED]

3.3 Meetings and Presentations

[REDACTED]

3.4 No Collusion

[REDACTED]

4. PROPOSAL REQUIREMENTS

4.1 Proposal Contents and Format

[REDACTED]

4.2 Proposal to be Submitted Prior to Closing Time

[REDACTED]

4.3 Modification and Withdrawal of Proposals by Proponents Prior to Closing Time

[REDACTED]

4.4 Non-Binding Nature and Validity of Proposal

[REDACTED]

[REDACTED]

4.5 LUMA's Consideration for Proponent's Submission of a Proposal

[REDACTED]

4.6 Costs and Expenses of Preparation of Proposal

[REDACTED]

4.7 Disclosure of Interest

[REDACTED]

[REDACTED]

4.8 LUMA Bill Printing and Delivery – High Level Overview

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. LUMA EVALUATION CRITERIA

[REDACTED]

[REDACTED]

- 1. [REDACTED]
- 2. [REDACTED]
- 3. [REDACTED]
- 4. [REDACTED]
- 5. [REDACTED]
- 6. [REDACTED]
- 7. [REDACTED]
- 8. [REDACTED]
- 9. [REDACTED]
- 10. [REDACTED]

[REDACTED]

5.1 Vendor Financial Stability

[REDACTED]

5.2 Proposed Solution Summary

[REDACTED]

5.3 Solution Requirements

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Reliability Services

[REDACTED]

5.5 Safety Requirements

[REDACTED]

-

SELECTION OF PROPONENTS FOR NEGOTIATIONS

Selection Process for Negotiations

Negotiation of a Formal Agreement

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6.3 Non-Selection of a Proponent

[REDACTED]

7. LUMA'S RIGHTS AND OTHER TERMS AND CONDITIONS

7.1 LUMA's Discretion to Select Proponents

[REDACTED]

7.2 LUMA's Sole Discretion to Procure the Services or Reject a Proposal

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7.3 Limitation of Liability

[REDACTED]

7.4 Confidentiality

[REDACTED]

[Redacted]

7.5 Ownership of Proposal

[Redacted]

7.6 Choice of Law and Attornment

[Redacted]

[Rest of Page Intentionally Left Blank]

REQUEST FOR PROPOSAL Description of the Services	RFP #00003 Date Issued: October 30th, 2020
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PART B – Description of the Services

REFERENCE: LUMA Bill Printing and Delivery RFP #00003

PROJECT LOCATION: COMMONWEALTH OF PUERTO RICO, USA

REQUESTED WORK / SERVICES: Bill Printing and Delivery

RFP CLOSING TIME AND CLOSING DATE: December 4th, 2020
(2:00:00 p.m. **Atlantic Time, according to the owner's clock**)

PROCUREMENT & CONTRACTING REP.:

1. DESCRIPTION OF SERVICES AND PROJECT

1.1 About LUMA

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.2 Scope of Work

[REDACTED]

THE FORM OF AGREEMENT

1.3 Form of Agreement

[REDACTED]

Item/Services Required:	Bill Print & Delivery Services	Date Submitted:	12/11/20
Est. Value (\$):	[REDACTED]	LUMA Department:	[REDACTED]
Work Start Date: Work Completion Date: OR Delivery Date for the required Goods:	[REDACTED]	LUMA Functional Team:	[REDACTED]
Requestor / Vendor Relationship Manager Name:		Requestor Phone number: Email:	

Current State, Recommendation and Benefits of Proposed Solution

Current State

[illegible]

Current State, Recommendation and Benefits of Proposed Solution

Recommendation

[REDACTED]

Benefits of Proposed Solution – Outsourcing Bill Print and Delivery

[REDACTED]

- Increased Reliability
[REDACTED]
- Improved Customer Experience
[REDACTED]
- Increased Support Services
[REDACTED]
- Reduced Investment & Operational Costs
[REDACTED]

Current State, Recommendation and Benefits of Proposed Solution

[Redacted]

Out of Scope

[Redacted]

Request for Proposal (RFP) and Selection Process

[Redacted]

RFP/Evaluation Overview:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

Key Business Functions and Purpose

[Redacted]

Request for Proposal (RFP) and Selection Process

- [Redacted]
- [Redacted]
- [Redacted]

Technology

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

Hardware and Resources

- [Redacted]

Reporting

- [Redacted]

RFP Process, Evaluation, and Scoring

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Pricing Analysis

[REDACTED]

[illegible]

RFP Process, Evaluation, and Scoring

Vendor Contact Information

COMPANY	CONTACT INFO	

ALL NUMBERS ARE INITIAL ESTIMATES AND MAY REQUIRE FURTHER CONFIRMATION

MASTER SERVICE AGREEMENT

This Master Service Agreement (the “**Master Agreement**”) is made as of _____, 2020, by and between _____, a corporation organized and existing under the laws of the Commonwealth of Puerto Rico (hereinafter referred to as “**COMPANY**”), and

WITNESSETH

ARTICLE ONE – GENERAL PROVISIONS

1

ARTICLE TWO – THE SERVICES

2.4 Service Level Agreements.

2.5 Reports and Forms.

2.6 Specifications.

[REDACTED]

2.7 Modifications to Services.

[REDACTED]

[REDACTED]

2.8 Enhancements.

[REDACTED]

2.9 Service Deficiencies.

[REDACTED]

2.10 Development Projects.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.11 Equipment.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.12 Contingency Planning. [REDACTED]

2.13 Change in Law. [REDACTED]

ARTICLE THREE – PAYMENT FOR SERVICES

3.1 Fees. [REDACTED]

3.2 ACH Payment Account. [REDACTED]

3.3 Terms of Payment. [REDACTED]

[REDACTED]

3.4 Services Rendered during Legal Holidays.

3.5 Additional Services.

3.6 Out-of-pocket and Third Party Expenses.

3.7 Modifications to Fees.

3.8 Taxes.

3.9 Disputed Charges; Requests for Information.

3.10 Supporting Documentation. [REDACTED]

3.11 Right to Set-Off. [REDACTED]

ARTICLE FOUR – DISCLAIMER OF WARRANTIES & LIMITED LIABILITY

4.1 DISCLAIMER OF WARRANTIES. T [REDACTED]

4.2 Reliance on COMPANY Provided Data. [REDACTED]

4.3 *Force Majeure.* [REDACTED]

4.4 Systems and/or Services Not Provided by EVERTEC. [REDACTED]

4.5 LIMITATION OF LIABILITY. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE FIVE – CONFIDENTIALITY, PRIVACY & SECURITY OF INFORMATION

5.1 Confidential Information.

[REDACTED]

5.2 Privacy.

[REDACTED]

[REDACTED]

5.3 Security of Customer Information.

[REDACTED]

5.4 Disclosure of Security Breach.

[REDACTED]

5.5 Remedies.

[REDACTED]

5.6 Term of Obligation.

[REDACTED]

5.7 Special Acknowledgement.

[REDACTED]

ARTICLE SIX – SECURITY, COMPANY DATA & RECORDS

[REDACTED]

6.1 Authorized Persons. [REDACTED]

6.2 Security Measures. [REDACTED]

6.3 Ownership of Company Data. [REDACTED]

6.4 Records and Backup. [REDACTED]

[REDACTED]

ARTICLE SEVEN – INTELLECTUAL PROPERTY

7.1 Title. [REDACTED]

7.2 General. [REDACTED]

7.3 Developments. [REDACTED]

7.4 Cooperation. [REDACTED]

7.5 Intellectual Property Infringement.
[REDACTED]

[REDACTED]

ARTICLE EIGHT – REGULATORY COMPLIANCE, AUDIT & SERVICE REVIEWS

8.1 Regulatory Compliance.

[REDACTED]

8.2 Import/Export Control.

[REDACTED]

8.3 Audit.

[REDACTED]

8.4 Service Reviews.

[REDACTED]

[REDACTED]

ARTICLE NINE – TERM & TERMINATION

9.1 Term.

9.2 Termination for Convenience.

9.3 Termination for Cause.

9.4 Effect upon Termination.

ARTICLE TEN – INSURANCE & INDEMNIFICATION

10.1 Insurance.

10.2 COMPANY's Indemnity.

[REDACTED]

10.3

EVERTEC'S Indemnity.

[REDACTED]

10.4

Indemnification Procedures.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10.5

Subrogation.

[REDACTED]

ARTICLE ELEVEN – OUTSOURCING & RESELLING THE SERVICES

11.1

Outsourcing General.

[REDACTED]

[REDACTED]

11.2

Reselling General.

11.3

Approval of Permitted Users.

11.4

Client Agreements.

[REDACTED]

[REDACTED]

[REDACTED]

IN WITNESS WHEREOF, the parties hereto have caused this Master Agreement to be executed by their duly authorized Representatives as of the date first written above.

[REDACTED]

By: _____
Name:
Title:

By: _____
Name:
Title:

[REDACTED]

Exhibit A

Authorization for ACH Payments

BANK NAME _____BRANCH_____

MAILING ADDRESS_____

CITY_____STATE_____ZIP_____

ROUTING NUMBER_____

COMPANY ACCOUNT NUMBER _____

(COMPANY)

By: _____
Name:
Title:
Date:

SERVICE ADDENDUM

[REDACTED]

RECITALS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Pricing

[REDACTED]

C. Term and Termination

[REDACTED]

m”), unless either Party notifies the other Party of its intent not to renew this Service Addendum upon thirty (30) days’ prior written notice.

IN WITNESS WHEREOF, the parties, acting with proper authority, have executed this Amendment as of the Signing Date set forth above.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

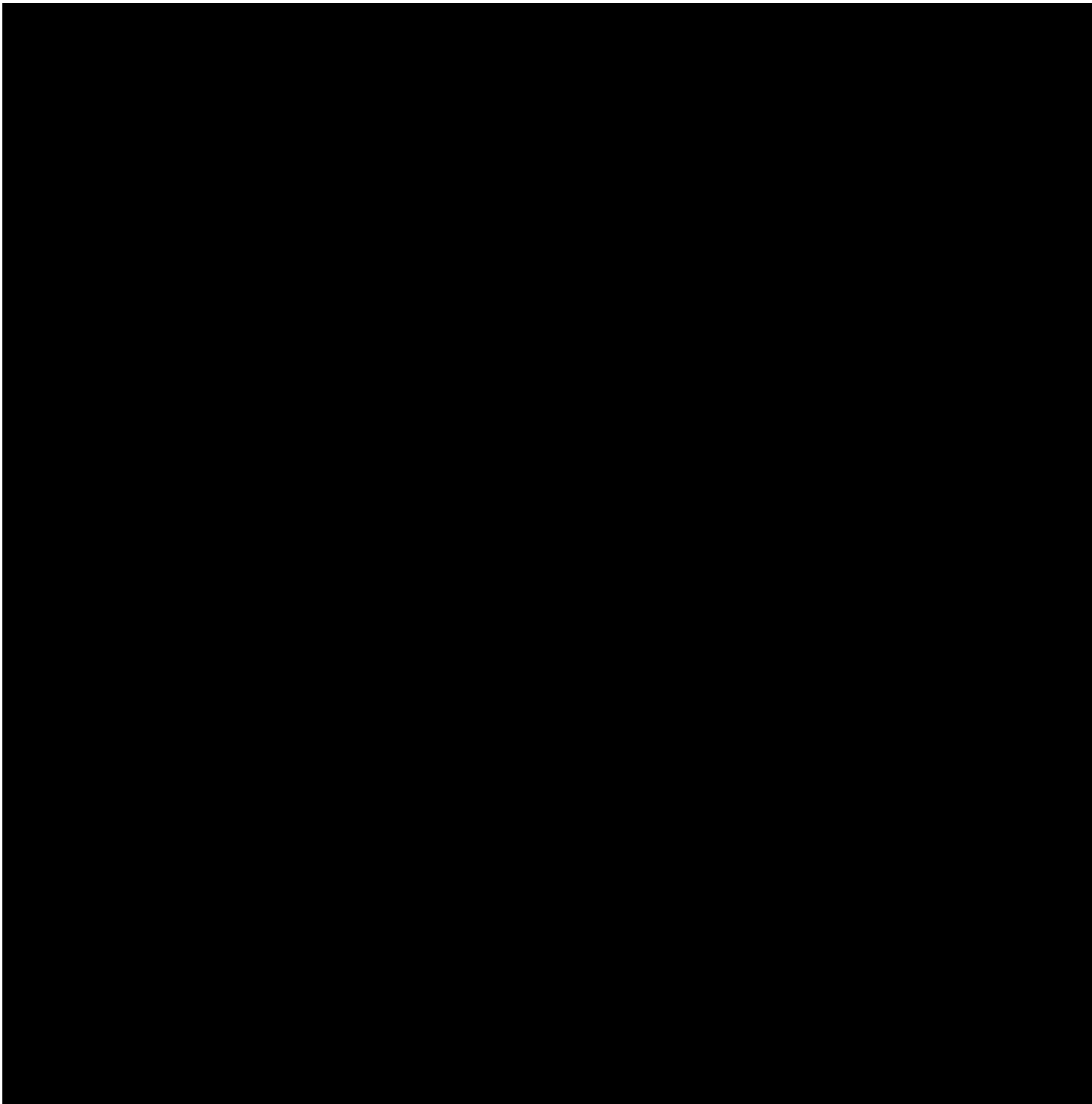
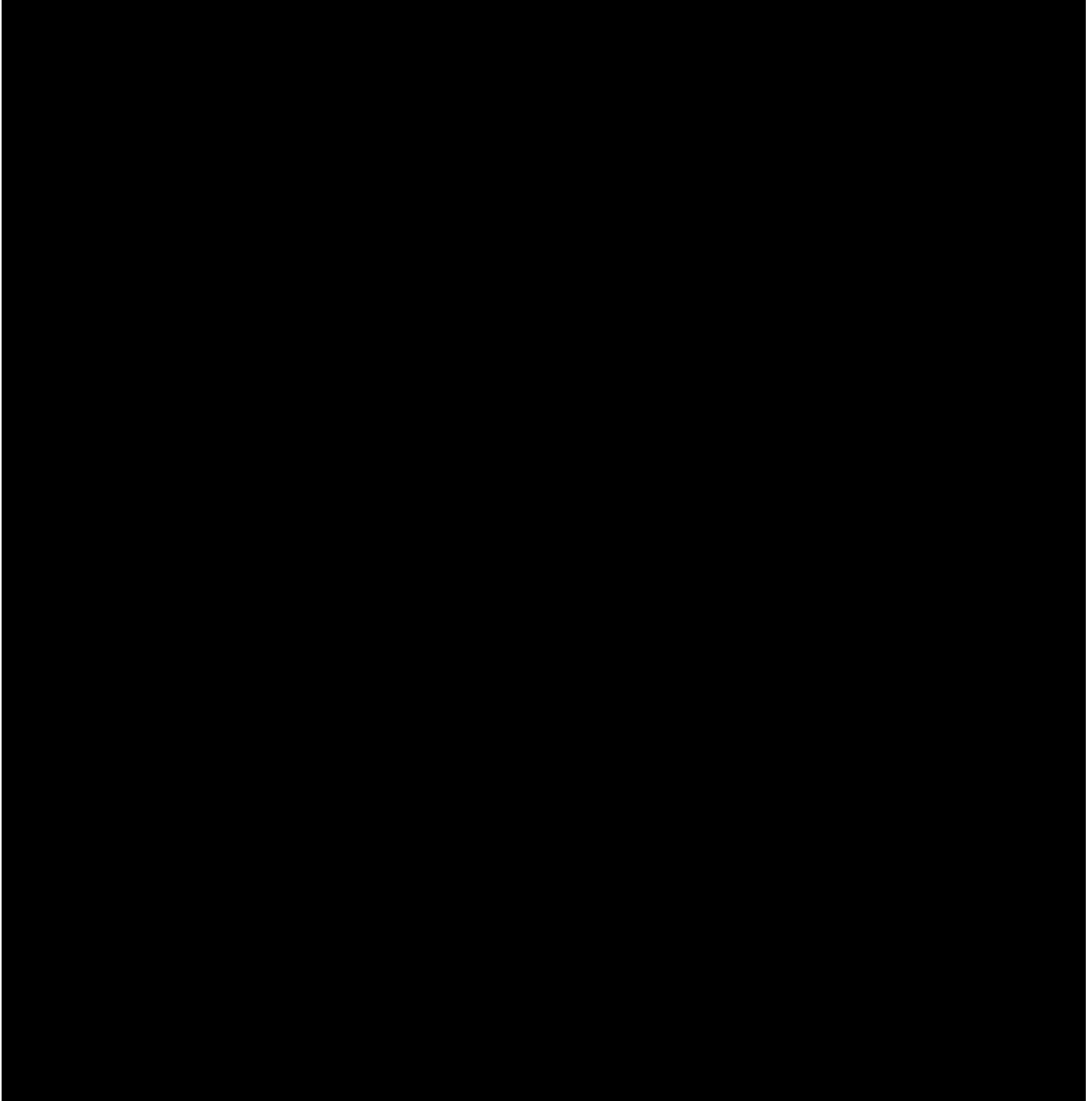


Exhibit A - Fees and Charges

Schedule 1 – Account Receivables



SERVICE ADDENDUM – Printing & Rendering Services

[REDACTED]

A. Defined Terms

[REDACTED]

B. Printing and Rendering Services

[REDACTED]

[REDACTED]

C. Pricing

D. Service Levels

E. Term and Termination

2

[REDACTED]

F. Additional Indemnification and Limitations of Liability

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Exhibit A – Fees

Service	Description	Unit	Price per Unit

[REDACTED]

System Remediation Plan

2021-05-14 Technical Conference

Docket ID: NEPR-MI-2020-0019

Response: TC-RFI-LUMA-MI-21-0019-210514-PREB-003

Subject: Streetlight Billing – Estimated Increased Revenue

Undertaking:

Please provide the calculation of the \$1.5 million in estimated increased revenue from the Streetlight Billing Program Brief, within the SRP, Page 78.

Response:

The \$1.5 million in estimated increased revenue from the Streetlight Billing Program Brief was calculated as follows:

# of Sites	% of Unbilled	Total Unbilled Lights	Monthly Light Bill	Estimated Monthly Revenue	Estimated Increased Revenue
500,000	1%*	5,000	\$25	\$125,000	\$1,500,000

*based on conversations with PREPA and the lack of data and asset management system, LUMA assumed a conservative 1% of streetlights are not being billed.

System Remediation Plan

2021-05-14 Technical Conference

Docket ID: NEPR-MI-2020-0019

Response: TC-RFI-LUMA-MI-21-0019-210514-PREB-004

Subject: SRP & Non SRP Programs

Undertaking:

Please provide SRP categorization by initiative - by SRP & Non SRP

Response:

As discussed within the System Remediation Plan petition filed with the Bureau on February 25th, 2021 and shown within RFI-LUMA-MI-20-0019-210406-PREB-002 Attachment 2, LUMA screened Improvement Programs for inclusion in the SRP and did not screen Initiatives specifically. A preliminary and draft categorization of Initiatives was performed by teams, but it was not reviewed or subsequently updated. This preliminary and draft categorization is presented in TC-RFI-LUMA-MI-21-0019-210514-PREB-004 Att1 but should not be considered as a final screen. The result of the SRP screen is provided within the Improvement Program briefs under Section 2.2, Description of Remediated State, and Section 2.4, Program Activities.

Further, as described within the System Remediation Plan and during the Initial Budgets Technical Conferences on May 3rd, 4th and 5th, 2021, **certain activities are categorized as SRP and certain activities are not categorized as SRP but, due to their interdependent nature, are included together within specific Improvement Programs or Initiatives.** For instance, when a pole that is assessed with an asset health score of 2 is replaced, it will not be considered an SRP activity; however, if another pole that is assessed with an asset health score of 0 is replaced, it will be considered an SRP activity. Both pole replacement activities are part of the same Initiative and Improvement Program.

Lastly, an Improvement Program's inclusion within or exclusion from the SRP does not affect the prioritization of the Improvement Program. For instance, LUMA allocated substantial budget to Distribution Automation, even though the Improvement Program is not included in the SRP. The Improvement Program has multiple direct and indirect benefits to the customer within the Recovery and Transformation Framework including the Sustainable Energy Transformation, System Rebuild & Resiliency, Operational Excellence and Improving Customer Satisfaction and it was prioritized accordingly as a result.

System Remediation Plan

2021-05-14 Technical Conference

Docket ID: NEPR-MI-2020-0019

Response: TC-RFI-LUMA-MI-21-0019-210514-PREB-005

Subject: Emergency Preparedness in the Front-End Transition (FET)

Request:

Provide a description of the costs associated with tools and equipment procured for emergency preparedness in the FET and how these are planned to be accounted for.

Response:

To clarify testimony, LUMA has rented equipment, not purchased any equipment during the FET due to emergency preparedness. Below, LUMA describes the transactional details that it has undertaken during the FET period and how these transactions will be recorded.

As described within the SRP Technical Session on May 14, 2021 at approximately 3:35pm, to ensure a minimum level of emergency preparedness, LUMA has committed in advance of the commencement date to the purchase of certain tools and rental of certain equipment necessary to support operations. These two items are long lead time transactions. In procuring these long lead time items in advance of the commencement date, LUMA can ensure receipt of the necessary tools and equipment to support operations at the time LUMA commences operations and management of the T&D system.

The start of the obligations under these contracts are contractually designed to occur on or shortly after possession of the tools or equipment is taken, which is targeted to occur on or shortly after the expected commencement date of June 1, 2021. In any case, if possession occurs before, on, or after service commencement; LUMA intends to assign the contracts to PREPA and record the costs of these transactions against LUMA's Initial Budgets, which are currently before the PREB for approval.