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GOVERNMENT OF PUERTO RICO
PUBLIC SERVICE REGULATORY BOARD
PUERTO RICO ENERGY BUREAU

IN RE: REVIEW OF LUMA'S INITIAL BUDGETS

CASE NO.: NEPR-MI-2021-0004

SUBJECT: Motion to Submit Amendment to Approved Contract and Two New Proposed Contracts for the Energy Bureau's Review and Approval

MOTION TO SUBMIT AMENDMENT TO APPROVED CONTRACT AND TWO NEW PROPOSED CONTRACTS FOR THE ENERGY BUREAU'S REVIEW AND APPROVAL

COMES NOW the Puerto Rico Electric Power Authority ("PREPA"), through its counsel of record, and respectfully submits and requests as follows:

- 1. On June 25, 2023, the Energy Bureau issued a *Resolution and Order* ("June 25 Order") through which it determined the Consolidated Fiscal Year 2024 ("FY24") Budget. The Consolidated Fiscal Year 2024 ("FY24") budget has the following components: (i) the T&D budget developed by LUMA¹, (ii) the generation budget developed by Genera PR, LLC ("Genera") for the PREPA subsidiary GENCO LLC ("GenCo"), and (iii) the budget developed by PREPA for its holding company, HoldCo, and its subsidiaries PREPA HydroCo LLC ("HydroCo") and PREPA PropertyCo, LLC ("PropertyCo").
- 2. Through the June 25 Order, the Energy Bureau, among other matters, ordered PREPA to file for review and approval, any new contract or amendment to an existing contract, before executing

¹ LUMA Energy, LLC and LUMA Energy ServCo, LLC (collectively referred to as, "LUMA").

or making any award of such contract or amendment.

- 3. On July 11, 2023, the Energy Bureau issued a *Resolution and Order* ("July 11 Order"). In the July 11 Order, the Energy Bureau stated that for the Energy Bureau to review and grant approval of these contracts, PREPA had to specify: 1) if these are the totality of the contracts to be executed during FY24 and 2) how the amounts referenced pertaining to these contracts fit within the FY24 Approved Budget. The Energy Bureau also ordered PREPA to certify that there was no duplicity of scopes of work between the efforts handled by LUMA, Genera, and/or PREPA.
- 4. Furthermore, on July 19, 2023, the Energy Bureau ordered PREPA to submit, in its future filings, a table including the approved and proposed contracts, the amounts approved and proposed for those contracts, the line items from the Non-Labor/Other Operating Expenses Category to which they correspond, and the remaining balance of budgeted amount for Non-Labor Expenses by line-item, as approved in the June 25 Order.²
- 5. PREPA herein and in compliance with the Energy Bureau's June 25, July 11 and July 19 Orders³ submits an updated contract table that includes the approved and proposed contracts, including the ones presented below, as well as the amounts approved and proposed for those contracts, the line items from the Non-Labor/Other Operating Expenses Category to which they correspond, and the remaining balance of budgeted amount for Non-Labor Expenses by line-item. *See*, Annex A.

I. Proposed Contracts for the Energy Bureau's Review and Approval:

Annex A references the following professional services contracts for which PREPA herein seeks approval:

² Resolution and Order dated June 19, 2023 ("June 19 Order") at p. 3.

³ ("Energy Bureau's Request for Contract Approval Requirements").

- A. Baker Donelson Caribe, LLC ("Baker Donelson Contract") Annex B- Through the June 19 Order, the Energy Bureau granted approval to the Baker Donelson Contract as submitted by PREPA on July 14, 2023, in a document titled Request for Approval of Five Contracts for Professional Services in Compliance with the June 25 and July 11 Orders ("July 14 Request"). Consequently, Baker Donelson and PREPA executed contract no. 2024-P00017 on July 26, 2023, to be in effect until June 30, 2024, with an amount not to exceed two hundred thousand dollars (\$200,000). Through this Contract, Baker Donelson provides legal analysis, advocacy, advice, and opinions, as requested by PREPA, in relation to investigations and audits by the Office of Inspector General, and on all matters related to federal funding, including by the Federal Emergency Management Agency and the U.S. Department of Housing and Urban Development. PREPA herein submits the First Amendment to the Contract in order to increase the Contract Amount by one million dollars (\$1,000,000) to a total not to exceed amount of one million two hundred thousand dollars (\$1,200,000) so that Baker Donelson can continue to provide professional services as requested by PREPA. The Baker Donelson Contract corresponds to the PREPA Restructuring & Title III budget line item HoldCo, Non-Labor/Other Operating Expenses of the FY2024 Approved Budget.
- B. Corretjer, LLC ("Corretjer Contract") Annex C- the Scope of Services to be provided by Corretjer to PREPA can be found in Article I of the Corretjer Contract. Corretjer will provide PREPA legal representation in connection with cases filed at the local or federal forums, in relation with labor and employment claims, including claims for discrimination, dismissal, salaries, breach of labor contracts, legal representation in arbitration, mediation, administrative proceedings, contract and settlement negotiations, litigation, and legal

opinions, among other matters. The Corretjer Contract shall be in effect from its date of execution until June 30, 2024 for the cumulative amount of \$20,000 to be divided in the following manner: (i) \$9,000 from the Legal Services budget line item, and (ii) \$11,000 from Equipment, Inspections, Repairs & Other budget line item, both from the HoldCo, Non-Labor/Other Operating Expenses approved FY 2024 Budget.

C. NY Wiping Industrial (Safety Zone)- ("NY Wiping Contract") Annex D-. NY Wiping is a contract on request of security shoes for PREPA employees. The use of this security shoes is required by Act 16-1975⁴ and the Occupational Safety and Health Administration (OSHA). PREPA selected this provider pursuant to a Request for Quote (RFQ) process. NY Wiping Contract shall be in effect from its date of execution until June 30, 2024 for the amount of \$27,000 from the Other Operating Expenses, Materials and Supplies budget line item from the HydroCo Non-Labor/Other Operating Expenses category of the FY2024 Approved Budget.

PREPA herein certifies that the works to be performed by the Baker Donelson and Corretjer firms and the goods to be provided by NY Wiping are not duplicative of any scope of work being carried out by LUMA, Genera or PREPA.

WHEREFORE, PREPA respectfully requests the Energy Bureau to take NOTICE of the information provided, GRANT approval for PREPA to Execute the submitted contracts and FIND PREPA with the Energy Bureau's Request for Contract Approval Requirements.

RESPECTFULLY SUBMITTED.

⁴ Ley de Seguridad y Salud en el Trabajo, Act No.16, (August 5, 1975), as amended ("Act 16-1975").

⁵ ("RFO no. 56296").

In San Juan, Puerto Rico, this 12th day of September 2023.

/s Maraliz Vázquez-Marrero Maraliz Vázquez-Marrero TSPR 16,187 mvazquez@diazvaz.law

/s Joannely Marrero-Cruz Joannely Marrero Cruz TSPR 20,014 jmarrero@diazvaz.law

DÍAZ & VÁZQUEZ LAW FIRM, P.S.C.

290 Jesús T. Piñero Ave. Oriental Tower, Suite 803 San Juan, PR 00918

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CERTIFICATE OF SERVICE

It is hereby certified that, on this same date, I have filed the above motion with the Office of the Clerk the Energy Bureau using its Electronic Filing System https://radicacion.energia.pr.gov/login, and a courtesy copy of the filing was sent to LUMA through its legal representatives at margarita.mercado@us.dlapiper.com laura.rozas@us.dlapiper.com and to Genera-PR, LLC through its legal representatives jfr@sbgblaw.com; alopez@sbgblaw.com; legal@genera-pr.com; regulatory@genera-pr.com.

In San Juan, Puerto Rico, this 12th day of September 2023.

<u>/s Joannely Marrero-Cruz</u> Joannely Marrero Cruz

Annex A

		FY2023	FY202	24	\$	%
#	Description	FOMB CERTIFIED	FOME CERTIFI 06.30	IED		3 Certified riance
1	HoldCo Non-Labor Operating Expenses					
2	Materials & Supplies	\$ 288	\$	29	\$ (259)	-89.9%
3	Transportation, Per Diem, and Mileage	242		26	(216)	
4	Retiree Medical Benefits	9,000	7	7,950	(1,050)	-11.7%
5	Security	-		797	797	n.a
6	Utilities & Rents	36		41	5	13.9%
7	Legal Services	-		728	728	n.a
8	Communications Expenses	81		6	(75)	
9	Professional & Technical Outsourced Services	2,485		554	(1,931)	-77.7%
10	Regulation & Environmental Expenses	-		744	744	n.a
11	External Audit Services	2,509		357	(2,152)	-85.8%
12	Equipment, Inspections, Repairs & Other O&M	1,825		541	(1,284)	-70.4%
13	PREPA Restructuring & Title III	25,100	30),150	5,050	20.1%
14	FOMB Advisor Costs allocated to PREPA	24,400	32	2,821	8,421	34.59
15	Total HoldCo Non-Labor Operating Expenses	\$ 65,966	\$ 74	1,744	\$ 8,778	13.3%
#	Non-Labor Operating Expenses Detail by Contract	PREPA	PREE	3	Contract Number	Approval Date / Pending
π	Mon-Labor Operating Expenses Detail by Contract	Submitted	Approv	ed	Contract Number	Approval Date / Felluling
16	Retiree Medical Benefits					
17	Benefits for Retirees less than 65 years old		\$ 7	7,600	2022-P00036	6/25/2023
18	Benefits for Retirees 65 years and older			350	2022-P00038	6/25/2023
19	Contracts for Retiree Medical Benefits		\$ 7	7,950		
20	Remaining Budget Funds Available		· · · · · · · · · · · · · · · · · · ·	<u>-</u>		
21	FOMB Approved Budget for Retiree Medical Benefits		\$ 7	7,950		
#	Non-Labor Operating Expenses Detail by Contract	PREPA Submitted	PREE Approv		Contract Number	Approval Date / Pending
00	Occupito	Cubilittou	7.661.01	<u> </u>		
22	Security Security ACELIAN DEPT					
23	[CONTRACT PLACEHOLDER]					
24	Contracts for Security		\$	-		
25	Remaining Budget Funds Available			797		
26	Approved Budget for Security		\$	797		
#	Non-Labor Operating Expenses Detail by Contract	PREPA Submitted	PREE Approv		Contract Number	Approval Date / Pending
27	Utilities & Rents		- 4-4			L
28	[CONTRACT PLACEHOLDER]					
	Contract FLACEHOLDER Contracts for Utilities & Rents		¢			
29			\$	- 11		
30	Remaining Budget Funds Available		•	41		
31	FOMB Approved Budget for Utilities & Rents		\$	41		
#	Non-Labor Operating Expenses Detail by Contract	PREPA	PREE		Contract Number	Approval Date / Pending
		Submitted	Approv	ea		3

FY2024 HoldCo Approved Budget - Schedule of Approved and Requested Contracts (\$ in thousands)

ın tr	ousands)						
33	Díaz & Vázquez Law Firm, P.S.C.			\$	200	2024-P00022	8/3/2023
34	González & Martínez Law Office, P.S.C.				350	2024-P00023	7/19/2023
35	Ing. Víctor Manuel Ruiz Pérez				20	2024-P00018	7/19/2023
6	Global Consultas Asociados, LLC				20	2024-P00009	7/19/2023
7	King and Spalding LLP				100	[TBU]	8/29/2023
8	C2S		29		100	[PENDING]	Submitted: 9/5/2023
39	Corretejer, LLC		9			[PENDING]	Submitted: 9/12/2023
10	Contracts for Legal Services	\$	38	\$	690	[i Livbiivo]	Gubililitica: 3/12/2020
11	Remaining Budget Funds Available		-		38		
12	FOMB Approved Budget for Legal Services			\$	728		
#	Non-Labor Operating Expenses Detail by Contract		REPA mitted		PREB Approved	Contract Number	Approval Date / Pending
3	Professional & Technical Outsourced Services						•
4	ADP	\$	46			2024-P00019	Re-Submitted: 9/1/2023
- 5	Fusionworks	Ψ	478			[PENDING]	Re-Submitted: 9/1/2023
6	Nexvel		257			[PENDING]	Re-Submitted: 9/1/2023
7	Contracts for Professional & Technical Outsourced Services	\$	781	\$		[FENDING]	Re-Subililited. 9/1/2023
8	Remaining Budget Funds Available	Ψ	(227)	Ψ	554		
9	FOMB Approved Budget for Professional & Technical Outsourced Services		(221)	\$	554		
•	Pomb Approved Budget for Professional & Teelimodi Gutebulleda Cervices						
#	Non-Labor Operating Expenses Detail by Contract		REPA mitted		PREB Approved	Contract Number	Approval Date / Pendin
0	Regulation & Environmental Expenses						•
1	Sargent & Lundy Puerto Rico (Tranche 1 Process)			\$	200	[TBU]	8/28/2023
2	Hogan Lovells		150	Ψ	200	[PENDING]	Re-Submitted: 9/5/2023
3	Contracts for Regulation & Environmental Expenses	\$	150	\$	200	[. 2.13.113]	110 Gustilitiou. 0/0/2020
4	Remaining Budget Funds Available	Ψ	394	Ψ_	544		
5	FOMB Approved Budget for Regulation & Environmental Expenses			\$	744		
#	Non-Labor Operating Expenses Detail by Contract		REPA mitted		PREB Approved	Contract Number	Approval Date / Pendin
6	External Audit Services						•
7	KPMG	\$	1,200			[PENDING]	Submitted: 9/1/2023
8	Guzman & Co. CPA's	*	1,300			[PENDING]	Re-Submitted: 9/1/2023
9	Galindez, LLC		999			[PENDING]	Re-Submitted: 9/1/2023
)	Sargent & Lundy Puerto Rico		500			[PENDING]	Re-Submitted: 9/1/2023
1	Scott Madden		378			[PENDING]	Re-Submitted: 9/1/2023
2	Cavanaugh Macdonald		108			[PENDING]	Re-Submitted: 9/1/2023
3	Contracts for External Audit Services	\$	4,485	\$		[i EMDINO]	Ne-Submitted: 3/ 1/2023
	Remaining Budget Funds Available	Ψ	(4,128)	φ	357		
	FOMB Approved Budget for External Audit Services		(4,120)	\$	357		
				1	PREB	On return of Normals and	15.75
	Non-Labor Operating Expenses Detail by Contract		REPA mitted	4	Approved	Contract Number	Approval Date / Pendin
# #	Non-Labor Operating Expenses Detail by Contract Equipment, Inspections, Repairs & Other O&M					Contract Number	Approval Date / Pendin
# 66 67						[PENDING]	Approval Date / Pendin Submitted: 9/12/2023

69	Remaining Budget Funds Available	530	541
70	FOMB Approved Budget for Equipment, Inspections, Repairs & Other O&M	\$	541

#	Non-Labor Operating Expenses Detail by Contract	PREPA Submitted	A	PREB Approved	Contract Number	Approval Date / Pending
71	PREPA Restructuring & Title III					
72	O'Melveny & Myers LLP		\$	9,000	2024-P00014	7/13/2023
73	Ankura Consulting Group LLC			6,600	2024-P00016	7/13/2023
74	Díaz & Vázquez Law Firm, P.S.C.			2,000	2024-P00022	8/3/2023
75	King and Spalding LLP			1,000	[PENDING]	PREB Approval 7/13/2023, Pending FOMB Approval
76	Baker Donelson Caribe LLC	1,000		200	2024-P00017	Approved: 7/19/2023 Amendment Submitted: 9/12/2023
77	Regulatory Compliance Service Corp.			200	2024-P00024	7/19/2023
78	Contracts for PREPA Restructuring & Title III	\$ 1,000	\$	19,000		
79	LUMA Budget for Title III Expenses	8,750		8,750		
80	Remaining Budget Funds Available	1,400		2,400		
81	FOMB Approved Budget for PREPA Restructuring & Title III		\$	30,150		

#	NME Detail	PREPA bmitted	PREB Approved	Contract Number	Approval Date / Pending
82	Necessary Maintenance Expense ("NME")				
83	BONUS Plant - DOE Requirements	\$ 187		[TBD - Awaiting Proposal]	To be submitted upon contract proposal receipt and selection.
84	Facility Maintenance	139		[TBD - Awaiting Proposal]	To be submitted upon contract proposal receipt and selection.
85	Other Property PREPA Security System	271		[TBD - Awaiting Proposal]	To be submitted upon contract proposal receipt and selection.
86	Vegetation Management Equipment	48		[TBD - Awaiting Proposal]	To be submitted upon contract proposal receipt and selection.
87	Contracts for Necessary Maintenance Expense ("NME")	\$ 645	\$ -	- -	
88	Remaining Budget Funds Available	-	645	-	
89	FOMB Approved Budget for Necessary Maintenance Expense ("NME")	•	\$ 645	-	

		F`	Y2023		FY2024	\$		%
#	Description		OMB TIFIED ¹	CE	FOMB RTIFIED 06.30		3 Certified riance	
1	HydroCo Non-Labor Operating Expenses							
2	Materials & Supplies	\$	1,223	\$	724	\$ (499))	-40.8%
3	Transportation, Per Diem, and Mileage		335		244	(91)		-27.2%
4	Security ²		1,795		1,712	(83)		-4.6%
5	Utilities & Rents		7		80	73		1085.2%
6	Professional & Technical Outsourced Services		1,235		187	(1,048))	-84.9%
7	Regulation & Environmental Expenses		-		731	731		n.a.
8	Equipment, Inspections, Repairs & Other O&M		2,609		1,792	(817))	-31.3%
9	Total HydroCo Non-Labor Operating Expenses	\$	7,204	\$	5,470	\$ (1,734))	-24.1%

The FY23 HydroCo (Water Administration) budget was included in the FY23 FOMB Certified GenCo budget. As shown, HydroCo divests budget expenses from the Generation budget for FY24.

² FY23 FOMB Certified Budget for Security updated to reflect appropriate allocation.

	FY23 FOMB Certified Budget for Security updated to reflect appropriate allocation.						
#	Non-Labor Operating Expenses Detail by Contract		REPA omitted	PREB Approve	d	Contract Number	Approval Date / Pending
	Materials & Supplies		07			(DENIDINO)	0 1 34 1 0/40/0000
1 2	New York Wiping Industrial Contracts for Materials & Supplies	\$	27 27	s .		[PENDING]	Submitted: 9/12/2023
3	Remaining Budget Funds Available	Ψ	697	<u> </u>	<u>-</u> 724		
4	FOMB Approved Budget for Materials & Supplies		001		724		
ŧ	Non-Labor Operating Expenses Detail by Contract		REPA omitted	PREB Approve	d	Contract Number	Approval Date / Pending
	Security						
,	Génesis Security Services, Inc South Génesis Security Services, Inc North	\$	394 370				dCo contract submitted on 7/7/2023 dCo contract submitted on 7/7/2023
7	Genesis Security Services, Inc North				An	nounts are included in the Hol	To be submitted upon contract
3	Protective Security Systems, Inc		20		[7	BD - Awaiting Proposal]	proposal receipt and selection
9	CCG Consultants, LLC		12		An	nounts are included in the Hol	dCo contract submitted on 7/7/2023
)	Contracts for Security	\$	796	\$ -	-		
1	Remaining Budget Funds Available		916		712		
2	FOMB Approved Budget for Security			\$ 1,7	712		
	Non-Labor Operating Expenses Detail by Contract		REPA	PREB Approve	d	Contract Number	Approval Date / Pending
3	Professional & Technical Outsourced Services						
1	Siemens	\$	200		[7	BD - Awaiting Proposal]	To be submitted upon contract proposal receipt and selection.
5	Contracts for Professional & Technical Outsourced Services	\$	200	-			
3	Remaining Budget Funds Available		(13)		187		
′	FOMB Approved Budget for Professional & Technical Outsourced Services			\$ 1	187		
	Non-Labor Operating Expenses Detail by Contract		REPA omitted	PREB Approve	d	Contract Number	Approval Date / Pending
	Regulation & Environmental Expenses						
9	ConWaste - Consolidated Waste Services LLC		400	\$	50	[TBU]	8/14/2023
)	Tetratech (BONUS Plant)		100			[PENDING]	Submitted: 9/5/2023
	Caroline Rivera Torres		100		[7	BD - Awaiting Proposal]	To be submitted upon contrac proposal receipt and selection
2	Professional Licensed Engineer - Civil (Contractor to be selected through a Competitive Process)		150		[TE	BD - Competitive Process]	To be submitted upon completion competitive process.
3	Oil Contact Water Disposal (Shared Services Ending - Contractor to be selected through a Competitive Process)		90		[TE	BD - Competitive Process]	To be submitted upon completion competitive process.
1	Disposal of Hydrocarbon Contaminated Items (Shared Services Ending - Contractor to be selected through a Competitive Process)		90		[TE	BD - Competitive Process]	To be submitted upon completion competitive process.
5	Disposal of Non-Hazardous Industrial Waste (Shared Services Ending - Contractor to be selected through a Competitive Process)		90		[TE	BD - Competitive Process]	To be submitted upon completion competitive process.
3	Contracts for Regulation & Environmental Expenses	\$	620		50		
7	Remaining Budget Funds Available		61		81		
8	FOMB Approved Budget for Regulation & Environmental Expenses			\$ 7	731		

(\$ In ti	ousands)				
#	Non-Labor Operating Expenses Detail by Contract	PREPA Submitted	PREB Approved	Contract Number	Approval Date / Pending
39	Equipment, Inspections, Repairs & Other O&M				
40	Consulting Firm (Contractor to be selected through a Competitive Process)	\$ 100		[TBD - Competitive Process]	To be submitted upon completion of competitive process.
41	Equipment Supplier A (Contractor to be selected through a Competitive Process)	28		[TBD - Competitive Process]	To be submitted upon completion of competitive process.
42	Equipment Supplier B (Contractor to be selected through a Competitive Process)	65		[TBD - Competitive Process]	To be submitted upon completion of competitive process.
43	Transformers (Shared Services Ending - Contractor to be selected through a Competitive Process)	50		[TBD - Competitive Process]	To be submitted upon completion of competitive process.
44	Generators & Breakers (Shared Services Ending - Contractor to be selected through a Competitive Process)	50		[TBD - Competitive Process]	To be submitted upon completion of competitive process.
45	Air Conditioning Systems (Shared Services Ending - Contractor to be selected through a Competitive Process)	50		[TBD - Competitive Process]	To be submitted upon completion of competitive process.
46	Pumps & Electric Motors (Shared Services Ending - Contractor to be selected through a Competitive Process)	75		[TBD - Competitive Process]	To be submitted upon completion of competitive process.
47	Welders & Mechanics (Shared Services Ending - Contractor to be selected through a Competitive Process)	80		[TBD - Competitive Process]	To be submitted upon completion of competitive process.
48	Piping (Shared Services Ending - Contractor to be selected through a Competitive Process)	60		[TBD - Competitive Process]	To be submitted upon completion of competitive process.
49	HMI, Automatic Controls & Electronic Systems (Shared Services Ending - Contractor to be selected through a Competitive Process)	30		[TBD - Competitive Process]	To be submitted upon completion of competitive process.
50	Machine Shop (Shared Services Ending - Contractor to be selected through a Competitive Process)	80		[TBD - Competitive Process]	To be submitted upon completion of competitive process.
51	Septic Tank Services (Shared Services Ending - Contractor to be selected through a Competitive Process)	12		[TBD - Competitive Process]	To be submitted upon completion of competitive process.
52	Heavy Equipment (Shared Services Ending - Contractor to be selected through a Competitive Process)	100		[TBD - Competitive Process]	To be submitted upon completion of competitive process.
53	Misc. Equipment, Parts & Materials (Shared Services Ending - Contractor to be selected through a Competitive Process)	90		[TBD - Competitive Process]	To be submitted upon completion of competitive process.
54	Other Services According to Necessities (Shared Services Ending - Contractor to be selected through a Competitive Process)	90		[TBD - Competitive Process]	To be submitted upon completion of competitive process.
55	Pest Control (Shared Services Ending - Contractor to be selected through a Competitive Process)	25		[TBD - Competitive Process]	To be submitted upon completion of competitive process.
56	Crane Rental (Shared Services Ending - Contractor to be selected through a Competitive Process)	80		[TBD - Competitive Process]	To be submitted upon completion of competitive process.
57	Contracts for Equipment, Inspections, Repairs & Other O&M	\$ 1,065	\$ -		
58 59	Remaining Budget Funds Available FOMB Approved Budget for Equipment, Inspections, Repairs & Other O&M	727	1,792 \$ 1,792		
#	NME Detail	PREPA Submitted	PREB Approved	Contract Number	Approval Date / Pending
60	Necessary Maintenance Expense ("NME")				
61	LT Automation	\$ 900		[TBD - Awaiting Proposal]	To be submitted upon contract proposal receipt and selection.
62	Contractor - Roof Sealing (Contractor to be selected through a Competitive Process)	566		[TBD - Competitive Process]	To be submitted upon completion of competitive process.
63	Consulting Engineering Firm (Contractor to be selected through a Competitive Process)	226		[TBD - Competitive Process]	To be submitted upon completion of competitive process.
64	Security System for Remote Supervisory (TBD - Awaiting Contract Proposals)	168		[TBD - Awaiting Proposals]	To be submitted upon contract proposal receipt and selection.
65	Vegetation Management Equipment (TBD - Awaiting Contract Proposals)	45		[TBD - Awaiting Proposals]	To be submitted upon contract proposal receipt and selection.
66	Retrofit of Turbines (Contractor to be selected through a Competitive Process)	566		[TBD - Competitive Process]	To be submitted upon completion of competitive process.
67	Contracts for Necessary Maintenance Expense ("NME")	\$ 2,471	\$ -		
68 69	Remaining Budget Funds Available	-	2,471 \$ 2.471		
69	FOMB Approved Budget for Necessary Maintenance Expense ("NME")		φ 2,4/1		

				FY2023		FY2024		\$	%
#	Description		FOMB CERTIFIED		FOMB CERTIFIED 06.30		FOMB Certified Variance		
1	HoldCo Non-Labor Operating Expenses								
2	Materials & Supplies		\$	288	\$	29	\$	(259)	-89.9%
3	Transportation, Per Diem, and Mileage			242		26		(216)	-89.3%
4	Retiree Medical Benefits			9,000		7,950		(1,050)	-11.79
5	Security			-		797		797	n.a
6	Utilities & Rents			36		41		5	13.99
7	Legal Services			-		728		728	n.a
8	Communications Expenses			81		6		(75)	-92.6°
9	Professional & Technical Outsourced Services			2,485		554		(1,931)	-77.79
0	Regulation & Environmental Expenses			-		744		744	n.a
1	External Audit Services			2,509		357		(2,152)	-85.8°
2	Equipment, Inspections, Repairs & Other O&M			1,825		541		(1,284)	-70.49
3	PREPA Restructuring & Title III			25,100		30,150		5,050	20.19
14	FOMB Advisor Costs allocated to PREPA			24,400		32,821		8,421	34.5°
15	Total HoldCo Non-Labor Operating Expenses		\$	65,966	\$	74,744	\$	8,778	13.39
#	Non-Labor Operating Expenses Detail by Contract					PREPA	Cont	ract Number	Submission Date
	Tron Labor Operating Expenses Lotal by Contract		-		Sı	ubmitted	Jones	dot Humbor	Cabinicolon Bato
16	Security								
17	CCG Consultants, LLC					100		24-P00008	7/7/2023
18	Génesis Security Services, Inc South					5,643	202	3-P00077A	7/7/2023
19	Génesis Security Services, Inc North					5,907	202	3-P00084A	7/7/2023
20	Proposed Contracts for Security				\$	11,650			
21	Total PREB Approved Contracts for Security				\$	-			
22	Remaining Budget Funds Available					(10,853)			
3	FOMB Approved Budget for Security				\$	797			
#	Non-Labor Operating Expenses Detail by Contract					PREPA	Cont	ract Number	Submission Date
	,		_		Sı	ubmitted			
24	Utilities & Rents								
25	Ricoh Puerto Rico					115	202	23-P00129	7/7/2023
26	Proposed Contracts for Utilities & Rents				\$	115			
27	Total PREB Approved Contracts for Utilities & Rents	<u> </u>			\$	-			
28	Remaining Budget Funds Available					(74)			
29	FOMB Approved Budget for Utilities & Rents				\$	41			
#	Non-Labor Operating Expenses Detail by Contract					PREPA ubmitted	Conti	ract Number	Submission Date
30	Professional & Technical Outsourced Services				30	abilitiou .			
31	ADP					46	202	24-P00019	7/7/2023
- •	- 	Page 6 of 7				.5	_52		.,.,2020

FOMB Approved Budget for Equipment, Inspections, Repairs & Other O&M

63

(\$ in ti	housands)				
32	Fusionworks		478	2024-P00010	7/7/2023
33	Nexvel		259	2024-P00002	7/7/2023
34	EDR Solutions, LLC		300	2024-P00007	7/7/2023
35	Ruth Hilda Garcia Cintron (Retirement System Managerial Functions Contract)		69	2024-P00001	7/7/2023
36	Siemens Industry, Inc		1,000	2023-P00091A	7/7/2023
37	Global Consultas Asociados, LLC		220	[PENDING]	7/7/2023
38	Proposed Contracts for Professional & Technical Outsourced Services	\$	2,373		
39	Total PREB Approved Contracts for Professional & Technical Outsourced Services	\$	-		
40	Remaining Budget Funds Available		(1,819)		
41	FOMB Approved Budget for Professional & Technical Outsourced Services	\$	554		
			DDED4		
#	Non-Labor Operating Expenses Detail by Contract		PREPA ubmitted	Contract Number	Submission Date
42	Regulation & Environmental Expenses	•		•	
43	Hogan Lovells		500	[PENDING]	7/7/2023
44	Proposed Contracts for Regulation & Environmental Expenses	\$	500	-	
45	Total PREB Approved Contracts for Regulation & Environmental Expenses	\$	200		
46	Remaining Budget Funds Available		44		
47	FOMB Approved Budget for Regulation & Environmental Expenses	\$	744		
#	Non-Labor Operating Expenses Detail by Contract		PREPA ubmitted	Contract Number	Submission Date
# 48	Non-Labor Operating Expenses Detail by Contract External Audit Services			Contract Number	Submission Date
				Contract Number	Submission Date 7/7/2023
48	External Audit Services		ubmitted		
48 49	External Audit Services Guzman & Co. CPA's		1,300	2024-P00005	7/7/2023
48 49 50	External Audit Services Guzman & Co. CPA's Galindez, LLC		1,300 999	2024-P00005 2024-P00006	7/7/2023 7/7/2023
48 49 50 51	External Audit Services Guzman & Co. CPA's Galindez, LLC Sargent & Lundy Puerto Rico		1,300 999 500	2024-P00005 2024-P00006 2024-P00011	7/7/2023 7/7/2023 7/7/2023
48 49 50 51 52	External Audit Services Guzman & Co. CPA's Galindez, LLC Sargent & Lundy Puerto Rico Scott Madden		1,300 999 500 378	2024-P00005 2024-P00006 2024-P00011 2024-P00015	7/7/2023 7/7/2023 7/7/2023 7/7/2023
48 49 50 51 52 53	External Audit Services Guzman & Co. CPA's Galindez, LLC Sargent & Lundy Puerto Rico Scott Madden Cavanaugh Macdonald	Su	1,300 999 500 378 108	2024-P00005 2024-P00006 2024-P00011 2024-P00015	7/7/2023 7/7/2023 7/7/2023 7/7/2023
48 49 50 51 52 53 54	External Audit Services Guzman & Co. CPA's Galindez, LLC Sargent & Lundy Puerto Rico Scott Madden Cavanaugh Macdonald Proposed Contracts for External Audit Services	Su \$	1,300 999 500 378 108	2024-P00005 2024-P00006 2024-P00011 2024-P00015	7/7/2023 7/7/2023 7/7/2023 7/7/2023
48 49 50 51 52 53 54 55	External Audit Services Guzman & Co. CPA's Galindez, LLC Sargent & Lundy Puerto Rico Scott Madden Cavanaugh Macdonald Proposed Contracts for External Audit Services Total PREB Approved Contracts for External Audit Services	Su \$	1,300 999 500 378 108 3,285	2024-P00005 2024-P00006 2024-P00011 2024-P00015	7/7/2023 7/7/2023 7/7/2023 7/7/2023
48 49 50 51 52 53 54 55 56	External Audit Services Guzman & Co. CPA's Galindez, LLC Sargent & Lundy Puerto Rico Scott Madden Cavanaugh Macdonald Proposed Contracts for External Audit Services Total PREB Approved Contracts for External Audit Services Remaining Budget Funds Available	\$ \$ \$	1,300 999 500 378 108 3,285 - (2,928) 357	2024-P00005 2024-P00006 2024-P00011 2024-P00015	7/7/2023 7/7/2023 7/7/2023 7/7/2023
48 49 50 51 52 53 54 55 56	External Audit Services Guzman & Co. CPA's Galindez, LLC Sargent & Lundy Puerto Rico Scott Madden Cavanaugh Macdonald Proposed Contracts for External Audit Services Total PREB Approved Contracts for External Audit Services Remaining Budget Funds Available	\$ \$ \$	1,300 999 500 378 108 3,285 - (2,928) 357	2024-P00005 2024-P00006 2024-P00011 2024-P00015	7/7/2023 7/7/2023 7/7/2023 7/7/2023
48 49 50 51 52 53 54 55 56	External Audit Services Guzman & Co. CPA's Galindez, LLC Sargent & Lundy Puerto Rico Scott Madden Cavanaugh Macdonald Proposed Contracts for External Audit Services Total PREB Approved Contracts for External Audit Services Remaining Budget Funds Available FOMB Approved Budget for External Audit Services Non-Labor Operating Expenses Detail by Contract	\$ \$ \$	1,300 999 500 378 108 3,285 - (2,928) 357	2024-P00005 2024-P00006 2024-P00011 2024-P00015 2024-P00003	7/7/2023 7/7/2023 7/7/2023 7/7/2023 7/7/2023
48 49 50 51 52 53 54 55 56	External Audit Services Guzman & Co. CPA's Galindez, LLC Sargent & Lundy Puerto Rico Scott Madden Cavanaugh Macdonald Proposed Contracts for External Audit Services Total PREB Approved Contracts for External Audit Services Remaining Budget Funds Available FOMB Approved Budget for External Audit Services Non-Labor Operating Expenses Detail by Contract Equipment, Inspections, Repairs & Other O&M	\$ \$ \$	1,300 999 500 378 108 3,285 - (2,928) 357	2024-P00005 2024-P00006 2024-P00011 2024-P00015 2024-P00003	7/7/2023 7/7/2023 7/7/2023 7/7/2023 7/7/2023
48 49 50 51 52 53 54 55 56 57	External Audit Services Guzman & Co. CPA's Galindez, LLC Sargent & Lundy Puerto Rico Scott Madden Cavanaugh Macdonald Proposed Contracts for External Audit Services Total PREB Approved Contracts for External Audit Services Remaining Budget Funds Available FOMB Approved Budget for External Audit Services Non-Labor Operating Expenses Detail by Contract Equipment, Inspections, Repairs & Other O&M [CONTRACT PLACEHOLDER]	\$ \$ \$	1,300 999 500 378 108 3,285 - (2,928) 357	2024-P00005 2024-P00006 2024-P00011 2024-P00015 2024-P00003	7/7/2023 7/7/2023 7/7/2023 7/7/2023 7/7/2023
48 49 50 51 52 53 54 55 56 57	External Audit Services Guzman & Co. CPA's Galindez, LLC Sargent & Lundy Puerto Rico Scott Madden Cavanaugh Macdonald Proposed Contracts for External Audit Services Total PREB Approved Contracts for External Audit Services Remaining Budget Funds Available FOMB Approved Budget for External Audit Services Non-Labor Operating Expenses Detail by Contract Equipment, Inspections, Repairs & Other O&M [CONTRACT PLACEHOLDER] Proposed Contracts for Equipment, Inspections, Repairs & Other O&M	\$ \$ \$ \$ \$ \$ \$ \$ \$	1,300 999 500 378 108 3,285 - (2,928) 357	2024-P00005 2024-P00006 2024-P00011 2024-P00015 2024-P00003	7/7/2023 7/7/2023 7/7/2023 7/7/2023 7/7/2023
48 49 50 51 52 53 54 55 56 57 #	External Audit Services Guzman & Co. CPA's Galindez, LLC Sargent & Lundy Puerto Rico Scott Madden Cavanaugh Macdonald Proposed Contracts for External Audit Services Total PREB Approved Contracts for External Audit Services Remaining Budget Funds Available FOMB Approved Budget for External Audit Services Non-Labor Operating Expenses Detail by Contract Equipment, Inspections, Repairs & Other O&M [CONTRACT PLACEHOLDER] Proposed Contracts for Equipment, Inspections, Repairs & Other O&M Total PREB Approved Contracts for Equipment, Inspections, Repairs & Other O&M	\$ \$ \$	1,300 999 500 378 108 3,285 - (2,928) 357	2024-P00005 2024-P00006 2024-P00011 2024-P00015 2024-P00003	7/7/2023 7/7/2023 7/7/2023 7/7/2023 7/7/2023
48 49 50 51 52 53 54 55 56 57 #	External Audit Services Guzman & Co. CPA's Galindez, LLC Sargent & Lundy Puerto Rico Scott Madden Cavanaugh Macdonald Proposed Contracts for External Audit Services Total PREB Approved Contracts for External Audit Services Remaining Budget Funds Available FOMB Approved Budget for External Audit Services Non-Labor Operating Expenses Detail by Contract Equipment, Inspections, Repairs & Other O&M [CONTRACT PLACEHOLDER] Proposed Contracts for Equipment, Inspections, Repairs & Other O&M	\$ \$ \$ \$ \$ \$ \$ \$ \$	1,300 999 500 378 108 3,285 - (2,928) 357	2024-P00005 2024-P00006 2024-P00011 2024-P00015 2024-P00003	7/7/2023 7/7/2023 7/7/2023 7/7/2023 7/7/2023

541

Annex B

GOVERNMENT OF PUERTO RICO PUERTO RICO ELECTRIC POWER AUTHORITY

FIRST AMENDMENT

PROFESSIONAL SERVICES CONTRACT

2024-P00017A

APPEAR
AS FIRST PARTY: The Puerto Rico Electric Power Authority (PREPA), a public
corporation and government instrumentality of the Commonwealth of Puerto Rico,
created by Act 83 of May 2, 1941, as amended (Act 83), represented in this act by its
Executive Director, engineer Josué A. Colón Ortiz, of legal age, married, and resident of
Caguas, Puerto Rico
AS SECOND PARTY: Baker Donelson Caribe, LLC (Consultant), a corporation organized
under the laws of Tennessee and registered to do business in Puerto Rico, with offices
at Suite 900, 901K Street NW, Washington, D.C., herein represented by its Vice
President, Wendy Huff Ellard, of legal age, married and a resident of the State of
Mississippi, duly authorized to appear in representation of Consultant by Resolution dated
July 1, 2022
Both PREPA and Consultant 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

WHEREAS: The Parties executed Contract 2024-P00017 (the "Contract") on
July 26, 2023, and effective until June 30, 2024, with a not to exceed amount of two
hundred thousand dollars (\$200,000) (the "Contract Amount"). Through this Contract,
Consultant provides legal analysis, advocacy, advice, and opinions, as requested by
PREPA, in relation to investigations and audits by the Office of Inspector General, and on
all matters related to federal funding, including by the Federal Emergency Management
Agency and the U.S. Department of Housing and Urban Development
WHEREAS: The Parties desire to execute this First Amendment to the Contract to
increase the Contract Amount by one million dollars (\$1,000,000) to a total not to exceed
amount of one million two hundred thousand dollars (\$1,200,000) so that Consultant can
continue to provide professional services as requested by 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
FIRST: The Parties agree to amend Article 6.1 of the Contract to increase the Contract
Amount by one million dollars (\$1,000,000) from two hundred thousand dollars
(\$200,000) to a total not to exceed amount of one million two hundred thousand dollars
(\$1,200,000). The payments to be made under this First Amendment will be charged to
account 01-4019-92319-556-673
The remaining sentences and paragraphs of Article 6 are not affected by this amendment
and shall remain unaltered and fully enforceable

SECOND: The Consultant will comply with all applicable laws, regulations and executive orders that regulate the contracting process and requirements of the Government of Puerto Rico, including Act 73-2019, as amended, known as the "2019 General Services Administration Act for the Centralization of Purchases of the Government of Puerto Rico" (Act 73-2019). In compliance with the provisions of Act 73-2019, the Consultant has provided PREPA the Certification of Eligibility of the Unique Registry of Professional Services Providers (known in Spanish as "Certificado de Elegibilidad del Registro Único de Proveedores de Servicios Profesionales", and hereinafter referred to as the "RUP Certification"), issued by the General Services Administration. It is hereby acknowledged that pursuant to the provisions of Article 42 of Act 73-2019, a valid RUP Certification serves as evidence of compliance with the documentation requirements necessary for contracting professional services with the Government of Puerto Rico. particularly those applicable under Act 237-2004, as amended, which establishes uniform contracting requirements for professional and consultant services for the agencies and governmental entities of the Commonwealth of Puerto Rico (3 L.P.R.A. § 8611 et seg.). the Puerto Rico Department of Treasury Circular Letter Number 1300-16-16 issued on January 22, 2016, as amended, and the sworn statement before notary public required pursuant to Article 3.3 of Act 2-2018.-----Further, the Consultant hereby certifies, guarantees, acknowledges and agrees to the The Consultant hereby certifies that as of the execution of this Contract, it has filed income, sales and use ("IVU" for its Spanish acronym), and property taxes returns, in

Puerto Rico for the past five (5) years. The Consultant also certifies that it does not have

any outstanding debt or other debts with the Government of Puerto Rico for income, IVU taxes (collected by the Department of the Treasury), real or chattel property taxes (collected by the "Centro de Recaudación de Ingresos Municipales" ("CRIM")), unemployment insurance premiums, workers' compensation payments, Social Security for chauffeurs from the Department of Labor and Human Resources, nor have debts with the Puerto Rico Child Support Administration (known in Spanish as the Administración Para El Sustento de Menores (ASUME). In the event that the Consultant owes taxes or premiums to said government agencies, it agrees that PREPA may withhold any monies due to the Consultant under this Contract to be applied to the payment and cancellation of said debt. The Consultant also certifies that it is in corporate "Good Standing" at the Department of State of Puerto Rico. The Consultant hereby represents and certifies that it is duly authorized to do business under the laws of Puerto Rico by the Department of State and the execution, delivery and performance of all the services under this Contract are within the Consultant authorized powers and are not in contravention of law. The Consultant also certifies that it is in compliance with the Merchant's Registration. Accordingly, the Consultant has submitted to PREPA its RUP Certification from the General Services Administration. The Consultant shall maintain its certificate valid for the duration of this Contract.-----Consequences of Non-Compliance-----The Consultant expressly agrees that the conditions outlined throughout this Section are essential requirements of this Contract. Consequently, should any one of these representations, warranties or certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be enough cause for PREPA to render this Contract null and

void. If any of the certifications listed in this Section shows a debt, and the Consultant has requested a review or adjustment of this debt, the Consultant hereby certifies that it has made such request at the time of the Contract execution. If the requested review or adjustment is denied and such determination is final, the Consultant will provide, immediately, to PREPA a proof of payment of this debt; otherwise, the Consultant accepts that the owed amount be offset by PREPA and retained at the origin, deducted from the corresponding payments. The Consultant accepts and acknowledges its responsibility for requiring and obtaining a similar warranties and certifications from each and every contractor and subcontractor, if any, previously approved by PREPA, whose service the Consultant has secured in relation with the Services to be rendered under this Contract and shall deliver evidence to PREPA of compliance with this requirement. ------THIRD: The Parties acknowledge that the Consultant has submitted the certification titled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico, effective as of November 6, 2017, as amended, signed by the Consultant's Executive Director (or another official with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor Certification Requirement" is included as an annex to this Amendment of the Contract. -----FOURTH: The Consultant represents and warrants that the information included in the Contractor Certification Requirement is complete, accurate and correct, and that any misrepresentation, inaccuracy of falseness in such Certification will render the Contract null and void and the Consultant will have the obligation to reimburse immediately to the

Commonwealth any amounts, payments or benefits received from the Commonwealth
under the Contract
FIFTH: For this Contract, the transfer of skills and technical knowledge required by the
Certified Fiscal Plan is inapplicable given the non-recurring or specialized nature of the
contracted services
SIXTH: The Consultant certifies that at the time of execution of this Contract it has no
other contracts with other agencies, public corporations, municipalities, and/or
instrumentalities of the Government of Puerto Rico, except for:

1. Puerto Rico Public-Private Partnerships Authority ("P3A")

First Amendment to Contract 2024-P00017 – Baker Donelson Caribe, LLC Page 7

The Consultant certifies that prior to the execution of this Contract, it has submitted to PREPA a Certification of Legal Entity (known in Spanish as "Certificación sobre Personas Jurídicas").————————————————————————————————————	EIGHTH: The Consultant certifies that at the time of the execution of this Contract, it is
PREPA a Certification of Legal Entity (known in Spanish as "Certificación sobre Personas Jurídicas").————————————————————————————————————	not a public company with shares that are traded on a regulated stock exchange.
Jurídicas")	The Consultant certifies that prior to the execution of this Contract, it has submitted to
NINTH: PREPA hereby acknowledges that Consultant shall subcontract Baker Donelson, Bearman, Caldwell & Berkowitz, PC and provides its written consent to such subcontract, as required under Article 3 of the Contract.————————————————————————————————————	PREPA a Certification of Legal Entity (known in Spanish as "Certificación sobre Personas
Donelson, Bearman, Caldwell & Berkowitz, PC and provides its written consent to such subcontract, as required under Article 3 of the Contract	Jurídicas")
subcontract, as required under Article 3 of the Contract	NINTH: PREPA hereby acknowledges that Consultant shall subcontract Baker,
TENTH: All other terms and conditions, specifications, stipulations, insurances, and requirements established in the Contract, as amended, shall remain unaltered and fully enforceable.————————————————————————————————————	Donelson, Bearman, Caldwell & Berkowitz, PC and provides its written consent to such
requirements established in the Contract, as amended, shall remain unaltered and fully enforceable	subcontract, as required under Article 3 of the Contract
enforceable IN WITNESS THEREOF, the Parties hereto have agreed to execute this First Amendmen	TENTH: All other terms and conditions, specifications, stipulations, insurances, and
IN WITNESS THEREOF, the Parties hereto have agreed to execute this First Amendmen	requirements established in the Contract, as amended, shall remain unaltered and fully
	enforceable
in San Juan, Puerto Rico this day of, 2023	IN WITNESS THEREOF, the Parties hereto have agreed to execute this First Amendment
	in San Juan, Puerto Rico this day of, 2023

Josué A. Colón Ortiz
Executive Director
Puerto Rico Electric Power Authority
Tax ID: 660-43-3747

Wendy Huff Ellard Vice President Baker Donelson Caribe, LLC Tax ID: 87-1372158 wellard@bakerdonelson.com

Annex C

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 83 of May 2, 1941, as amended (Act 83), represented in this act by its
Executive Director, Josué A. Colón Ortiz, of legal age, married, and resident of Caguas,
Puerto Rico
AS SECOND PARTY: Corretjer, LLC (Consultant), a limited liability company formed
and existing under the laws of the Commonwealth of Puerto Rico, represented in this
act by its Managing Member, Eduardo J. Corretjer Reyes, of legal age, married, and a
resident of Guaynabo, Puerto Rico, authorized by virtue of Resolution dated
June 22, 2022
Both PREPA and Consultant 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;
WHEREAS, Pursuant Section 205 (2) (d) of Act 83 competitive bidding shall not be
necessary when professional or expert services or work are required and PREPA
deems it in the best interests of good administration for such works or services to be
contracted without such appouncements

TERMS AND CONDITIONS
personal representatives, and successors to enter into this Contract under the following:
contained in this Contract, hereinafter stated, the Parties agree themselves, their
NOW, THEREFORE, in consideration of the mutual covenants and agreements
the Services pursuant to the terms and conditions set forth herein
WHEREAS, the Consultant hereby certifies that it is ready, willing and able to provide
with the Consultant for the performance of legal services
WHEREAS, PREPA desires to enter into this Professional Services Contract (Contract)

Article 1. Scope of Services

- 1.2 At the direction of PREPA, the Consultant may be required to work with other consulting, legal, investment, 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. The Consultant is not responsible for worked performed by others.-----

Article 2. Services Coordination

All the Services of Consultant in relation to the terms and conditions of this Contract will be coordinated through PREPA's Legal Affairs Director or the person delegated by him.-

Article 3. Contract Assignment or Subcontract

The Consultant 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) the Consultant 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 subcontract includes, as a condition for its legal validity and enforceability, a provision whereby PREPA has the right to substitute, subrogate or assume Consultants' rights under the subcontract, in the event that PREPA declares the Consultant 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 Consultants' 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

Article 5. Contract Termination

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

The Consultant 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. -----

Article 6. Payment

6.1 In accordance with the terms and conditions contained herein, PREPA agrees and Consultant accepts that the total amount to be paid under the Contract shall not exceed a cumulative amount of twenty thousand dollars (\$20,000), including reimbursable expenses (the "Contract Amount"). All payments to be made under this Contract will be charged to account 01-4019-92312-556-615 which account

shall not exceed a cumulative amount of \$9,000 and 01-4019-93011-555-050 which account shall not exceed a cumulative amount of \$11,000. 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 Consultant 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 shall pay the Contractor, for its services at a rate of two hundred and fifty dollars (\$250) per hour to attorneys with 10 years or more of experience; two hundred and ten dollars (\$210) per hour to attorneys with 5 years or more, but less than ten (10) years of experience; and one hundred and seventy-five dollars (\$175) per hour to attorneys with less than 5 years of experience. The Consultant must provide a document with the years of experience of its attorneys.-----6.4 The Consultant 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, the Consultant, in coordination with PREPA, will ensure that no services will be rendered in excess of the Contract Amount, except that a written amendment is agreed upon by both Parties. In addition, the Consultant shall present an itemized list of the remaining billable Services under

the Contract.-----

Article 7. Fees, Expenses and Disbursements

The Consultant needs the previous approval of PREPA to incur in any reimbursable expense in or outside Puerto Rico.

- 7.2 PREPA will reimburse the Consultant for actual costs and expenses related to matters assigned to Consultant and for necessary and reasonable out-of-pocket disbursements, subject to the limitations and exceptions set forth below. The Consultant 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 Consultant 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

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

 - 7.4.2 Travel PREPA will reimburse actual charges for transportation and hotels reasonable and necessary for effective services to PREPA outside Puerto Rico. 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 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 outside Puerto Rico, 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 of \$500 per person per flight (including: seat assignment, applicable taxes, and other applicable fees). The Consultant shall submit a copy of the airline ticket and paid invoice. 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. The Consultant shall buy an economic class ticket or equivalent, then if desired, he/she may upgrade, but PREPA will only pay the amount corresponding to the economy class or equivalent airfare. Baggage fees will not be reimbursed.-----7.4.4 Maximum Per Diem Rates (no proof of payment will be required): -----Meals: - \$57 per person for each traveling day for persons working "on site" at PREPA. Under no circumstances PREPA will reimburse alcoholic beverages. Lodging (standard not smoking room): - \$200 per person, per

night not including government fees and taxes. The Consultant will use the most 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 is less expensive than hotel accommodation, and evidence of said temporary rental shall be provided.

Ground Transportation: - \$20 per person, per working day. If a car is rented for the services to be provided, a fixed amount of \$25 per day will be reimbursed for parking expenses, upon presentation of evidence of the car rental (no proof of payment will be required)

- 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. This limitation does not apply to expenses related to third -party services necessary for the Consultant to render its Services under the Contract, given they are previously approved by PREPA.
- 7.4.6 Photocopying/printing PREPA will reimburse actual charges for outside binding, and printing services and costs of outside 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.
- 7.4.7 Third -Party Services The approval of PREPA must be obtained in writing prior to retaining any third -party services. The Consultant shall be responsible for ensuring 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 Consultant, 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 disputed. At PREPA's request, copies of bills and records reflecting reimbursable expenses must be provided to PREPA.

Article 8. Invoices

8.1 Consultant shall submit its invoices on a monthly basis for the work already performed during the preceding month. Consultant 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 the Consultant. The Consultant shall allocate any invoiced fees between: (i) activities undertaken outside of Puerto Rico; and (ii) those relating to activities undertaken within Puerto Rico.

- 8.2 PREPA will review the invoices within thirty (30) days upon receipt, and if they are in compliance with the requirements set forth in this Contract, it will proceed with payment. Payment is due within sixty (60) 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 Consultant 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".

Consultant'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, Consultant 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. ------

Article 9. Transfer of Funds

- 9.2 Consultant acknowledges and agrees that PREPA may deduct any amount, due or payable under this Contract, that Consultant owes; PREPA may retain any said amount if Consultant 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. Consultant 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 Consultant is entitled to under this Contract. ------

9.3 Consultant 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

- 10.2 PREPA will advise in writing Consultant 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 Consultant. ------

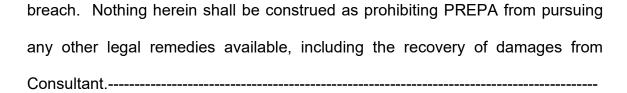
Article 11. Information Disclosure and Confidentiality

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 Consultant, 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.-----

- - (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 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, Consultant 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 Consultant 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 Consultant of the provisions of this paragraph, PREPA shall be entitled to injunctive relief for such



Article 12. Rights and Titles

12.1 The Consultant 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, the Consultant will submit a final written report describing the work it has performed. This requirement shall not be interpreted as a waiver by PREPA of Consultant's ethical obligation and responsibility of keeping PREPA informed of the progress of the assigned matters. ------All rights, titles and interest in any reports, documents, analyses, investigations 12.2 and any other by-product conceived or developed by the Consultant exclusively for PREPA as a result of performing its obligations under this Contract shall be the exclusive property of PREPA. The Consultant 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 marked as "CONFIDENTIAL" by the Consultant, 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 the Consultant under this Contract.-----

Article 13. Copyright

Consultant 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 Consultant or provided to PREPA by Consultant as part of its Services, or used in the performance of this Contract, including their use by PREPA, constitutes an

Article 14. Warranty

- 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 Consultant

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 Consultant shall be considered as an independent contractor, for all material purposes under this Contract, and all persons engaged or contracted by Consultant 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, Consultant 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 Consultant 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. Consultant 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 Consultant.-----18.2 Consultant 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. Consultant 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 the Consultant when performing its responsibilities under this Contract.-----18.3 The Parties understand and agree that a conflict of interest exists when Consultant 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 Professional Conduct regarding conflict of interests shall apply to Consultant and its personnel.-----In the event that any of the partners, directors, agents or employees of 18.4 Consultant 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 Consultant's partners, directors, agents or employees and personnel shall avoid even the appearance of the existence of conflicting interests.-----
- 18.7 The Consultant 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 Conflict of Interest arises after the execution of the Contract, the Consultant 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

To PREPA: Puerto Rico Electric Power Authority

PO Box 364267

San Juan, Puerto Rico 00936-4267

Attention: Josué A. Colón Ortiz

Executive Director

To Consultant: Corretjer, LLC

625 Ponce de Leon Ave.

Hato Rey, Puerto Rico 00917-4819

Attention: Eduardo J. Corretjer Reyes, Esq.

Managing Member

Article 20. Applicable Law and Venue

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 Consultant's costs when providing the services, shall be Consultant's responsibility and PREPA shall not be obligated to increase the Contract Amount.-----

Article 22. Force Majeure

- 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 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 Consultant 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

The Consultant 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 the Consultant by the negligent act or omission, in the performance or nonperformance of its

Article 26. Insurance

The Consultant 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:

2. <u>Employer's Liability Insurance</u>:

3. <u>Commercial General Liability Insurance</u>:

The Consultant 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:

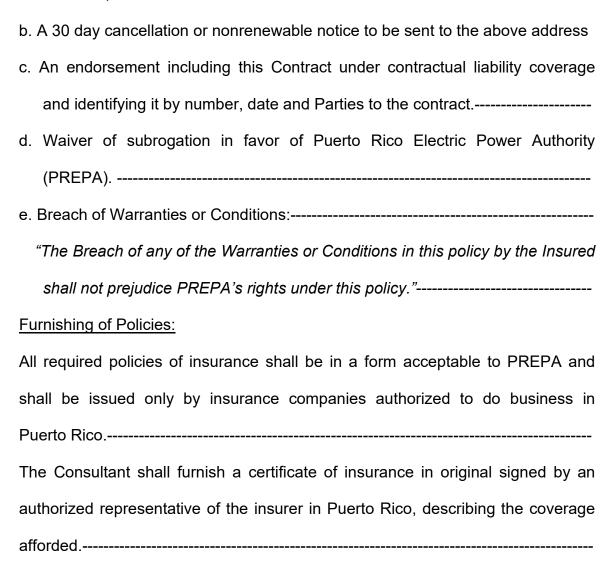
The Consultant shall provide a Commercial Automobile Liability Insurance with limits of at least \$1,000,000 combined single limits covering all owned or scheduled autos, non-owned autos, and hired automobiles.-----

5. Professional Liability Insurance:

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) Risk Management Office PO Box 364267 San Juan, Puerto Rico 00936-4267



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

The Consultant will comply with all applicable laws, regulations and executive orders that regulate the contracting process and requirements of the Government of Puerto Rico, including Act 73-2019, as amended, known as the "2019 General Services"

Administration Act for the Centralization of Purchases of the Government of Puerto Rico" (Act 73-2019). In compliance with the provisions of Act 73-2019, the Consultant has provided PREPA the Certification of Eligibility of the Unique Registry of Professional Services Providers (known in Spanish as "Certificado de Elegibilidad del Registro Único de Proveedores de Servicios Profesionales", and hereinafter referred to as the "RUP Certification"), issued by the General Services Administration. It is hereby acknowledged that pursuant to the provisions of Article 42 of Act 73-2019, a valid RUP Certification serves as evidence of compliance with the documentation requirements necessary for contracting professional services with the Government of Puerto Rico, particularly those applicable under Act 237-2004, as amended, which establishes uniform contracting requirements for professional and consultant services for the agencies and governmental entities of the Commonwealth of Puerto Rico (3 L.P.R.A. § 8611 et seg.), the Puerto Rico Department of Treasury Circular Letter Number 1300-16-16 issued on January 22, 2016, as amended, and the sworn statement before notary public required pursuant to Article 3.3 of Act 2-2018.----Further, the Consultant hereby certifies, guarantees, acknowledges and agrees to the following:-----

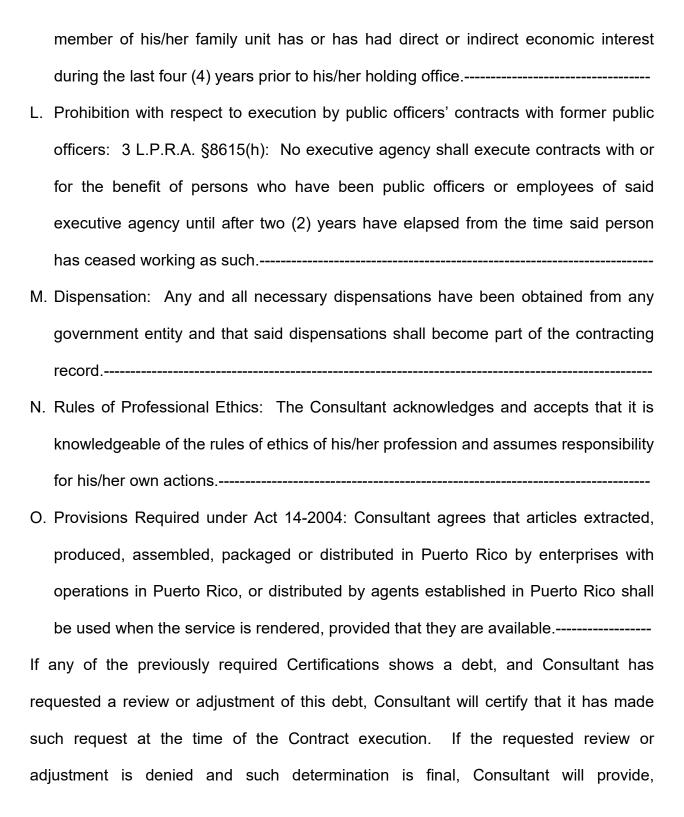
A. The Consultant hereby certifies that as of the execution of this Contract, it has filed income, sales and use ("IVU" for its Spanish acronym), and property taxes returns, in Puerto Rico for the past five (5) years. The Consultant also certifies that it does not have any outstanding debt or other debts with the Government of Puerto Rico for

income, IVU taxes (collected by the Department of the Treasury), real or chattel property taxes (collected by the "Centro de Recaudación de Ingresos Municipales" ("CRIM")), unemployment insurance premiums, workers' compensation payments, Social Security for chauffeurs from the Department of Labor and Human Resources, nor have debts with the Puerto Rico Child Support Administration (known in Spanish as the Administración Para El Sustento de Menores (ASUME). In the event that the Consultant owes taxes or premiums to said government agencies, it agrees that PREPA may withhold any monies due to the Consultant under this Contract to be applied to the payment and cancellation of said debt. The Consultant also certifies that it is in corporate "Good Standing" at the Department of State of Puerto Rico. The Consultant hereby represents and certifies that it is duly authorized to do business under the laws of Puerto Rico by the Department of State and the execution, delivery and performance of all the services under this Contract are within the Consultant authorized powers and are not in contravention of law. The Consultant also certifies that it is in compliance with the Merchant's Registration. Accordingly, the Consultant has submitted to PREPA its RUP Certification from the General Services Administration. The Consultant shall maintain its certificate valid for the duration of this Contract.------In accordance with the provisions of Article 42 of Act 73-2019, PREPA, as an Exempt Entity, recognizes the validity of the RUP Certification issued by the General Services Administration, who requires from professional service providers all

- certifications and documents required for governmental contracting, in accordance with Act 237-2004, as amended, and other provisions approved thereunder.------
- B. 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.------
- C. Social Security and Income Tax Retentions: In compliance with Executive Order 1991 OE- 24; and C.F.R. Part 404 et. Seq., the Consultant 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.------
- E. Compliance with Act 1 of Governmental Ethics: The Consultant will certify

- H. Prohibition with respect to execution by public officers: 3 L.P.R.A. §8615(c):

- K. 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



immediately, to PREPA a proof of payment of this debt; otherwise, Consultant accepts that the owed amount be offset by PREPA and retained at the origin, deducted from the corresponding payments.-----

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

Consultant 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 (Act 2-2018). The Consultant hereby certifies that it does not represent particular interests in cases or matters that imply a conflict of interest, or of public policy, between the executive agency and the particular interests it represents.-----Consultant shall furnish a sworn statement to the effect that neither Consultant nor any president, vice president, executive director or any member of a board of officials or board of directors, or any person performing equivalent functions for Consultant 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 (Act 8-2017) or any of the crimes included in Act 2-2018.-----Consultant 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, any of the crimes listed in Articles 250 through 266 of Act 146-2012, as amended, known as the Puerto Rico Penal Code (Act 146-2012), any of the crimes typified in Act 2-2018, or any

Article 29. Contractor Certification Requirement

The Parties acknowledge that the Consultant has submitted the certification titled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico, effective as of November 6, 2017, as amended, signed by the Consultant's Executive Director (or another official with an equivalent position or authority to issue such certifications).

Article 30. Transfer of Skills and Technical Knowledge

For this Contract, the transfer of skills and technical knowledge required by the Certified Fiscal Plan is inapplicable given the non-recurring or specialized nature of the contracted services.-----

Article 31. Non-Discrimination

Professional Services Contract – Corretjer, LLC Page 38

Article 32. Entire Contract

The terms and conditions contained herein	constitute the entire agreement betweer
PREPA and Consultant with respect to th	e 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 si	gn this Contract in San Juan, Puerto Ricc
this, 2023	
Puerto Rico Electric Power Authority	Corretjer, LLC
Josué A. Colón Ortiz	Eduardo J. Corretjer Reyes
Executive Director	Managing Member
Tax ID: 660-43-3747	Tax ID: 66-0849912

Email: ejcr@corretjerlaw.com

Annex D



21 de agosto de 2023

Josué A. Colón Ortiz Director Ejecutivo

Richard W. Cruz Franqui Director Assumos Jurídicos

RE: AUTORIZACIÓN DEL DIRECTOR EJECUTIVO PARA OTORGAR CONTRATOS

Esta autorización se realiza para cumplir con la delegación que el Gobernador de Puerto Rico, Honorable Pedro R. Pierluisi, le otorgó a la Autoridad mediante carta del 25 de enero de 2021.

Directorado	Oficina de Seguridad Ocupacional
Contratista	New York Wiping Industrial
Método de Contratación	Acuerdo Interagencial ASG
Tipo de Contrato	Contrato a requerimiento para calzado de
	seguridad de AEE
Nuevo- Enmienda-Renovación	Enmienda
Junta de Gobierno	No
Junta de Supervisión Fiscal	No
Cuantía	N/A
Vigencia	23 de agosto de 2023 al 22 de agosto
	de 2024
Contratos Adicionales	Sí







SOLICITUD DE AUTORIZACIÓN DEL DIRECTOR EJECUTIVO PARA OTORGAR CONTRATOS/ÓRDENES DE COMPRA/ÓRDENES DE SERVICIO DE \$10,000 O MÁS

ί.	Fecha de la solicitud: 16 de agosto de 2024
2.	Directorado u Oficina: Seguridad Ocupacional
3.	Director o Administrador: Ejecutivo
4.	Tipo de Contrato: (Ej. Servicios Legales) Contrato a requerimiento para calzado de seguridad de AEE
5.	Naturaleza del Contrato: Nuevo x Enmienda Renovación
6.	Contratista: New York Wiping Industrial
7.	Representante Autorizado del contratista: Gabriel Hernández
8.	Método de selección del contratista: Request for Quote 56296 (RFQ)
9.	Cuantía solicitada: Ninguna, se solicita activar una de las 2 posibles extensiones de 12 meses adicionales conforme contrato vigente
10	Ámbito de servicios y justificación del contrato: Suplido de calzado de seguridad al personal de AEE
	a. ¿Esta solicitud corresponde a la primera petición de enmienda al contrato original? Sí
12	d. Número del contrato original:
	. Procedencia de los fondos: Estatales Federales Fondos Mixtos X Ingresos Propios
	. Vigencia del contrato: 23 de agosto de 2023 al 22 de agosto de 2024, con una posible extensión de 12 meses adicionales
15	S. ¿La Autoridad tiene otro contrato vigente con el contratista incluido en esta solicitud? X Sí No
16	6. De tener otro contrato, favor de especificar:
	Núm.: BPO 97193 Cuantía: \$611,892.00 Vigencia: Desde: 10 de noviembre de 2022 Hasta: 10 de noviembre de 2023
	Tipo de servicios: Suplido a requerimiento de Uniformes Resistentes a fuego
1'	7. Se incluye Certificación de Fondos aprobada por el Directorado de Finanzas el <u>/1 de agosto de 2023</u>
R	ecomendado: Aprobado:
	Jaime Arturo Umpierre Montalvo Fecha Josué A. Colón Ortiz HydroCo Director Director Director

Si requiere de espacio adicional en alguna de las secciones de esta solicitud, puede utilizar una hoja adicional y hacer referencia a la sección particular.

南西灣語 湯里常



7 de agosto de 2023

Mario E. Miranda Jefe, División de Suministros

Fernándo Osorio Caño Jefe, División de Seguridad Ocupacional

Solicitud de Extensión de PO 95363 Calzado de Seguridad

La orden de asunto provee el calzado de seguridad para los empleados y supervisores que se le requiera en la Autoridad. El uso de este equipo es requisito de la Ley 16 de Salud y Seguridad en el Trabajo de Puerto Rico y OSHA.

Esta orden la prepara la División de Seguridad Ocupacional, pero se maneja con fondos de cada usuario.

El suplidor actual es Safety Zone (New York Wiping). La orden está en su primer año de vigencia y vence el 22 de agosto de 2023. Se solicita extender su vigencia hasta 30 de junio de 2024.

Cualquier información adicional puede comunicarse con nosotros.



AEE 700.0-438 Rev. 8/14

Autoridad de Energía Eléctrica de Puerto Rico

CERTIFICACIÓN DE FONDOS DE CONTRATOS POR SERVICIOS PROFESIONALES

lúmero de Responsabilidad: 272 Nombre de Responsabilidad: Fernando Osorio Caño						
Se incluye copia del Contrato descrito a continuació	on:					
Nombre del Contratista o Compañía:	New York Wiping (Safety Zone)					
Número del Contrato: 95363 Nú	úmero de Cuenta: 01-4019-92100-200-272 Año Fiscal: 2023-2024					
Cantidad: \$27,295.85 Fecha de Comienzo:	OR PREPA_KoE200 (ver nota) 1 de julio de 2023 Fecha de Terminación: 30 de junio de 2024					
Certificamos que no se proyectó sobregiro pr transacción. Este contrato está en cumplimien Presupuesto Núm. 117-14 del 1 de julio de 2014.	resupuestario y se posee capacidad financiera para cubrir esta to con el Inciso G de la Carta Circular de la Oficina de Gerencia y					
1. Requerido por:	2. Aprobado por el Director Correspondiente:					
Firma:	Firma: for Jarge L. Cotto Park					
Nombre: Fernando Osorio Caño	Nombre: Jaime A. Umpierre Montalvo					
Título: Jefe de División Seguridad Ocupacional	Título: Jefe Operaciones					
Fecha: 2 agosto 2023	Fecha: 7/Agosto/2023					
3. Recomendado por el Departamento de Presupu	uesto: 4. Aprobado por el Director de Finanzas:					
Firma:	Firma: White The Table 1					
Nombre: Juan Carlos Adrover Ramirez	Nombre: Nelson Morales Rivera					
Título: Contralor	Fecha: 17 de agosto de 2023					
Fecha: 17 de agosto de 2023						
Todo contrato por servicios profesionales con para la aprobación de la Junta de Gobierno, Autoridad de Energía Eléctrica de Puerto Rico.	una cuantía sobre cien mil dólares (\$100,000), debe presentarse según la Norma Sobre Niveles de Aprobación de Documentos de la					
Aprobado por la Junta de Gobierno:						
Firma:						
Nombre:	Fecha:					

Nota: La cuenta incluída se utiliza, en este caso, para propósitos de progresar la enmienda de extensión de tiempo en Asset Suite. No obstante, este es el contrato a requerimiento corporativo de calzado de seguridad y cada usuario carga a la cuenta de su responsabilidad contable al solicitar un *Release* para la adquisición de calzado de seguridad.

[&]quot;Somos un patrono con Igualdad de oportunidades en el empleo y no discriminamos por razón de raza, color, sexo, edad, origen social o nacional, condición social, afiliación política, ideas políticas o religiosas; por ser victima o ser percibida(o) como victima de violencia doméstica, agresión sexual o acecho, sin importar estado civil, orientación sexual, identidad de género o estatus migratorio; por impedimento físico, mental o ambos, por condición de veterano(a) o por información genética."

Director

CERTIFICACIÓN

Yo, <u>Jaime Arturo Umpierre Montalvo</u>, Director *HydroCo* de la Autoridad de Energía Eléctrica de Puerto Rico, certifico que he revisado los documentos y detalles del contrato cuya autorización solicito. Por lo tanto, certifico:

- 1. Que el contrato cuya autorización solicito es cónsono con la política pública de control de gastos y buen uso de fondos públicos establecida por el Gobernador de Puerto Rico, honorable Pedro R. Pierluisi Urrutia;
- 2. Que el Directorado u Oficina que dirijo cuenta con disponibilidad de fondos para el otorgamiento del contrato cuya autorización solicito;
- 3. Que la contratación cuya autorización solicito no representará sobregiro presupuestario para el Directorado u Oficina que dirijo:
- 4. Que el servicio o producto objeto del contrato cuya autorización solicito representa una actividad y un gasto permisible dentro de las normativas locales y federales;
- 5. Que las cuantías del contrato cuya autorización solicito son razonables tomando en cuenta el servicio o la industria;
- 6. Que el contrato cuya autorización solicito no representa duplicidad innecesaria;
- 7. Que el contrato cuya autorización solicito no representa un servicio para el cual la entidad que dirijo cuenta con personal en nómina disponible para realizar el trabajo que intereso contratar;
- 8. Que el otorgamiento del contrato cuya autorización solicito cumple con las disposiciones de la Ley Pública Número 187 de 30 de junio de 2016, conocida como "Ley de Supervisión, Administración y Estabilidad Económica de Puerto Rico" (PROMESA, por sus siglas en inglés), y la reglamentación y procesos establecidos por la Junta de Supervisión y Administración Financiera para Puerto Rico respecto a la contratación gubernamental, de ser aplicable;
- 9. Que, durante el proceso previo al otorgamiento del contrato, cumplimos con las normativas internas aplicables y cumpliremos con los procedimientos y normativas correspondientes para su otorgamiento;
- 10. Que se verificó el estatus del contratista en el "System for Award Management", en caso de ser una contratación con fondos federales:
- 11. Que, conforme a mi mejor conocimiento, entiendo que ningún funcionario o empleado público del Directorado u Oficina que dirijo tiene interés pecuniario alguno, directo o indirecto, sobre las ganancias o beneficios producto del contrato cuya autorización solicito;
- 12. Que la Solicitud de Autorización responde única y exclusivamente a la necesidad del servicio en el Directorado u Oficina que dirijo y no a intereses ajenos a esta, al fin público o a presiones o solicitudes por parte de alguna persona dentro o fuera del Gobierno de Puerto Rico;
- 13. Que he leído y conozco las disposiciones de la Ley Núm. 1-2012, según enmendada, conocida como "Ley de Ética Gubernamental de Puerto Rico de 2011", y que el otorgamiento del contrato cuya autorización solicito no representa una contravención a alguna de sus disposiciones;
- 14. Que he leído y conozco las disposiciones de la Ley Núm. 2-2018, según enmendada, conocida como "Código Anticorrupción para un Nuevo Puerto Rico", y que el otorgamiento del contrato cuya autorización solicito no representa una contravención a alguna de sus disposiciones;
- 15. Que al momento no cuento con información o creencia relacionada con la persona natural o jurídica parte del contrato cuya autorización solicito que demuestre o brinde algún indicio de actividad ilegal o antiética, conforme a la normativa estatal o federal;
- 16. Que la contratación cuya autorización solicito cumple con todas las leyes, órdenes, reglamentos, cartas circulares y demás normativas aplicables a la contratación gubernamental en Puerto Rico;
- 17. Que toda la información incluida en la Solicitud de Autorización y certificada mediante mi firma es una condición esencial para la autorización de la contratación que solicito y que, de no ser correcta, en todo o en parte, tal circunstancia será suficiente para dejar sin efecto su autorización;
- 18. Que cuento con un documento (ej. certificación, declaración jurada) en el que la persona natural o jurídica parte del contrato cuya autorización solicito consigna que ella o él, o alguno de los oficiales de la persona jurídica, no ha sido convicta a nivel estatal o federal por atentar contra el interés público y que, al momento de emitir el referido documento, no tiene conocimiento de que esté siendo investigada por alguna entidad estatal o federal;
- 19. Que entiendo cabalmente y reconozco las consecuencias jurídicas, éticas, penales o administrativas de esta Certificación en caso de que su contenido sea falso.

Y para que así conste firmo hoy, 18 de agosto de 7023

Director

Estimado de Costos de Calzado de Seguridad 2023-2024

70 0 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5			
	Total	Costo Estimado	Costo Total
Hombres 6 in	180	\$ 109.67	\$ 19,740.60
Soldadores	10	\$ 125.55 \$	\$ 1,255.50
Mujeres	40	\$ 103.97	\$ 4,158.80
Especiales	15	\$ 142.73	\$ 2,140.95
		TOTAL	\$ 27,295.85

FERNANDO OSORIO CANO

From:

Gabriel Hernandez < ghernandez@aramsco.com>

Sent:

Wednesday, August 2, 2023 2:27 PM

To:

FERNANDO OSORIO CANO

Cc:

Mario E Miranda; Roberto Joel Vega Rosario

Subject:

RE: PO 95363 - Botas de Seguridad

Follow Up Flag:

Follow up

Flag Status:

Flagged

[CAUTION] This email originated from outside the organization. Do not open suspicious links or attachments. Report concerns to Cybersecurity@lumapr.com

[PRECAUCIÓN] Este correo electrónico se originó fuera de la organización. No abra enlaces o archivos adjuntos sospechosos. Informe a Cybersecurity@lumapr.com

Saludos Fernando,

No tenemos objeción alguna en extender el contrato 00095363 - Calzado de Seguridad por los próximos 12 meses si así la agencia lo encuentra pertinente.

Déjenme saber si necesitan alguna documentación de mi parte para trabajarla y hacerla llegar.

Cualquier duda en confianza me pueden contactar.

Quedo atento,

Buen día

Gabriel Hernández, M.P., Q.S.S.P. | Regional Sales Manager

Ind. Luchetti, 418 Calle C, Bayamon, PR 00961-7411

P. 787.778.2040, • M. 787.249.6964 • E. ghernandez@aramsco.com

W. www.aramsco.com | www.safetyzonepr.com





A DIVISION OF ATVIAL

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Gabriel Hernandez | Regional Sales Manager

Ind Luchetti, 418 Calle C, Bayamon, PR 00961 ghernandez@aramsco.com • P: 787.778.2040 • C: 787.566.6180 • aramsco.com | safetyzonepr.com





From: FERNANDO OSORIO CANO <FERNANDO.OSORIO@prepa.com>

Sent: Tuesday, August 1, 2023 3:49 PM

To: Gabriel Hernandez < ghernandez@aramsco.com>

Cc: Mario E Miranda <MARIO.MIRANDA@prepa.com>; Roberto Joel Vega Rosario <ROBERTO.VEGA@prepa.com>

Subject: PO 95363 - Botas de Seguridad

Saludos,

El PO 95363 para la adquisición de botas de seguridad en la Autoridad de Energía Eléctrica vence el 22 de agosto de 2023, tenemos la intención de extenderlo por doce meses adicionales. Necesitamos su confirmación para la extensión en los mismos términos y condiciones actuales.

Favor confirmar para poder seguir con el proceso administrativo.

Cualquier duda o información adicional puede comunicarse con nosotros.

Fernando Osorio Caño

Jefe de División Seguridad Ocupacional NEOS 615 Santurce PR.

Fernando.osorio@prepa.com

787-521-4475 787-413-6033



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AVISO DE CONFIDENCIAUDAD: Esta comunicación y cualquier anejo incluído que pueda estar incluído contiene información propietaria de LUMA Energy Serveo LLC, y/o de sus clients, que puede ser confidencial, legalmente privilegíada y/o un secreto de negocio. La divulgación no autorizada, su reproducción o distribución está estrictamente prohibida. Si usted ha recibido esta comunicación por error, borrela o destrúyala e informe de manera inmediata al remitente. Ni LUMA Energy Serveo LLC, ni cualquiera desus subsidiarias, afiliadas o clients será responsible de cualquier daño que resulte de cualquier modificación o falsificación de cualquier comunicación generada por nosotros. Además, aún cuando se han tomado las debidas precauciones para asegurar que los datos aqui contenidos se encuentren libres de cualquier virus o contendio malicioso, no podemos garantizar que en efecto ese sea el caso por lo que rechazamos o negamos tener cualquier responsabilidad que pueda sei atribuída a tales efectos.



PURCHASE ORDER

Mail Invoice To:

AUTORIDAD DE ENERGIA ELECTRICA DIVISION DE TESORERIA P.O. BOX 70253

SAN JUAN PR 00936-8253

Purchase Order

00095363

Revision Release Printed

Page

00000

Aug 22, 2022 1 **of**

Please Direct Inquiries To:

HARRY JIMENEZ-FELICIANO
HJIMENEZ13690@AEEPR.COM
TITLE PROCUREMENT SUPV G3
787-521-2189 Ext.

Vendor:

GABRIEL HERNANDEZ

NEW YORK WIPING INDUSTRIAL

PRODUCTS CO INC PO BOX 2151

SAN JUAN PR 00922-2151

**** BLANKET ORDER TEMPLATE ****

Payment Terms

0% 0 Days **ERS**

Net 30 Days

N

Blanket Purchase Order

Effective From

Aug 22, 2022

Maximum Value

\$ 175,930.0000

Effective Through

Aug 22, 2023

Minimum Release Value Maximum Quantity

Instructions

RFQ 56296 REQ 261693

CONTRATO DE CALZADO

ADJUDICADO CON LA EVALUACION Y RECOMENDACION DEL ING FERNANDO OSORIO

JEFE DE SALUD DE SEGURIDAD.

BPO TENDRA UNA VIGENCIA DE DOCE MESES

CON DOS POSIBLES EXTENSIONES DE DOCE

MESES ADICIONALES.

DIRECTORADO DE GENERACION Y

OFICINAS DE ADMINISTRACION

Header Terms and Conditions

Facility	Standard Name	Revision	S/P	Text	Description - Text at End
	PH000003	001	S	Υ	PACKAGING, SHIPPING AND INVOICING INSTRUCTIONS
	PH000011	006	S	Υ	CHANGES TO ORDER.
	PH000032	009	S	Υ	DELIVERY
	PH000039	008	S	Υ	PRICE & PAYMENT
	PH000057	005	S	Υ	TERMINATION
	PH000076	006	S	Υ	TIME IS OF THE ESSENCE

Line	Quantity	UP	Item Description	Unit Price	Extension	
0001	·····	EA	0000078066 0	\$ 125,550000		

Description: BOOT, LEATHER, 78066, SOLDADOR, BOTA DE SEGURIDAD PARA SOLDADOR

Line Comments

BOTA DE SEGURIDAD PARA SOLDADOR

MODELOS:

- THOROGOOD 804-4440
- W211129
- CAT P89516
- HYTEST K13780
- WOLVERINE W10791
- -S FELLAS F6040 Y F6041
- S FELLAS 6450
- S FELLAS 6451

Line	Quantity UP	Item Description	Unit Price	Extension	
0002	EA	0000078073 0	\$ 103.970000		

Description: BOOT, LEATHER, 78073, WOMEN, BOTA DE SEGURIDAD DE MUJER

Line Comments

BOTA SEGURIDAD DE MUJER MODELOS:

- WOLVERINE W10383



PURCHASE ORDER

Mail Invoice To:

AUTORIDAD DE ENERGIA ELECTRICA DIVISION DE TESORERIA P.O. BOX 70253 SAN JUAN PR 00936-8253

Purchase Order

00095363

Revision Release Printed

Page

00000

Aug 22, 2022 of

Line Comments

- AVENGER A8125
- CATERPILLAR P91011
- TIMBERLAND PRO A2MGD065
- AVENGER 7450 Y 7451

Line Quantity Item Description Unit Price **Extension** 0000078065 0003 \$ 109.670000 0

> Description: BOOT, LEATHER, 78065, MEN - GENERAL WORK, BOTA DE SEGURIDAD DE HOMBRE -GENERAL

Line Comments

BOTA DE SEGURIDAD DE HOMBRE - GENERAL

MODELOS:

- HYTEST K12191
- HYTEST K13610
- WOLVERINE W10916
- WOLVERINE 10909
- HYTEST 1390
- HYTEST 1391
- AVENGER 7244
- TIMBERLAND A1QV8 FLUME
- S FELLAS F6050 Y F 6051

Manufacturer Data

Vendor

NEW YORK WIPING INDUSTRI

Model **WOLVERINE W02292**

Part

Quantity UP Item Description **Unit Price Extension** 0004 PR 0000078223 0 \$ 142.730000

Description: BOOT, LEATHER, 0078223, SEGÚN CERTIFICADO MÉDICO, BOTAS DE SEGURIDAD HOMBRE -CONDICIONES MÉDICAS

Line Comments

BOTAS DE SEGURIDAD HOMBRE - CONDICIONES

MÉDICAS

- HYTEST K12153
- ROCKY 6114
- TIMBERLAND 90646
- TIMBERLAND TB01064A
- TIMBERLAND A2B52212
- TIMBERLAND 26064
- TIMBERLAND 26078

Purchase Order Total Amount

Total This PO

Authorized Signature

Terms and Conditions

Facility Standard Name PH000003

Revision Description

PACKAGING, SHIPPING AND INVOICING INSTRUCTIONS

PACKAGING, SHIPPING AND INVOICING INSTRUCTIONS

1. Receiving Documentation must be included with all Purchase Order deliverables.

LUMA

PURCHASE ORDER

Mail Invoice To:

AUTORIDAD DE ENERGIA ELECTRICA DIVISION DE TESORERIA P.O. BOX 70253 SAN JUAN PR 00936-8253 Purchase Order Revision Release Printed Page

00000 Aug 22, 2022 3 **of** 5

00095363

Terms and Conditions

Facility Standard Name Revision Description

2. All Receiving Documentation and shipping notices must include reference to the Purchase Order number and any applicable

item number(s).

3. Each invoice must include the Purchase Order number and any applicable item number, receipted expense bill, and description shown on this Purchase Order. Delays in receiving invoices and errors or omissions on invoices shall be just

cause for Buyer's withholding of payment, without loss of cash discount privilege.

PH000011

006 CHANGES TO ORDER.

CHANGES TO ORDER.

No modifications, changes or substitutions of Materials, Services or Work Product or extra charges of any kind or change in

or cancellation of or waiver of or exception to any of the terms or conditions of this Order will be recognized unless

authorized by Buyer in writing. Buyer may direct, in writing, changes,

including additions to or deletions from the

quantities of Materials, Work Product or Services originally ordered, or in the specifications or drawings. Unless otherwise

agreed to by the parties, if any such change causes an increase or decrease in the cost of, or the time required for

performance hereunder, an equitable adjustment shall be made in the price and/or delivery schedule. Any claims for

adjustment shall be asserted by Seller no later than thirty (30) days from the date of Seller's receipt of notice of such

change. Nothing contained herein shall excuse Seller from proceeding with a change directed by Buyer prior to negotiation of

any adjustment. Notwithstanding the foregoing, mutually agreeable adjustments for any changes under this Order may be made

by a written Order revision from one party which is confirmed in writing by the other party.

PH000032

009 DELIVERY

DELIVERY.

Seller agrees to provide for delivery of the Materials, Work Product or Services on the date(s) and to the address set forth

in the Order. Seller shall bear all costs of shipping, transportation and packing unless otherwise provided in this Order.

On all Materials delivered in error, or in excess of the quantity shown on Order, Buyer reserves the right to return the

Materials at Seller's expense. Buyer's count shall be final and conclusive on any shipment not accompanied by the packing

slip.

PH000039 008 PRICE & PAYMENT



PURCHASE ORDER

Mail Invoice To:

AUTORIDAD DE ENERGIA ELECTRICA DIVISION DE TESORERIA P.O. BOX 70253 SAN JUAN PR 00936-8253 Purchase Order Revision Release Printed Page

00000 Aug 22, 2022 4 **of** 5

00095363

Terms and Conditions

Facility Standard Name Revision Description

PRICE & PAYMENT.

The prices specified in the Purchase Order shall include all charges and expenses in connection with the packing and

shipping of the Materials to Buyer. No additional charges of any kind will be allowed unless specifically agreed to in

writing in advance. Payment will be made as set forth in this Order; however payment may be withheld or portions thereof may

be deducted or setoffs may be made against Seller if Seller does not perform in accordance with this Order. The time for

payment of invoices and acceptance of any applicable discounts shall be based on the date when the invoice is received and

stamped by PREPA's Accounts Payable, and all pertinent information is correct on the invoice.

All invoices are to be sent to the following address: Puerto Rico Electric Power Authority, Treasury Division, PO Box 70253,

San Juan, PR 00936.

PH000057

005 TERMINATION

TERMINATION.

Buyer may, at its option, cancel any unfulfilled Order, in which event Buyer's only obligation shall be to pay for Materials

shipped or Work Product or Services performed prior to the receipt cancellation; provided, however, that if this Order

covers Materials manufactured to Buyer's specifications, upon receipt of notice of cancellation, Seller shall stop all

performance except as otherwise directed by Buyer, and if Seller is not in breach of this Order, Buyer shall pay Seller's

actual, direct, unavoidable and reasonable costs resulting from such termination, not to exceed the total price of the

Materials, Work Product or Services stated in this Order. Upon such payment, title to any Materials or Work Product,

including uncompleted Materials or Work Product, shall pass to Buyer. In the event of default by Seller in the performance

of any obligation hereunder, including time of delivery, or in the event it becomes apparent that delivery cannot be

accomplished within the time specified, Buyer may, at its option, cancel this Order entirely, without penalty or liability

(except for Materials received and accepted.) All provisions necessarily requiring survival beyond any termination of this

Order, including, but not limited to, those relating to audit, choice of law, confidentiality, indemnity, title and warranty

shall survive any such termination.
PH000076 006 TIME IS OF THE ESSENCE

TIME IS OF THE ESSENCE.



PURCHASE ORDER

Mail Invoice To:

AUTORIDAD DE ENERGIA ELECTRICA DIVISION DE TESORERIA P.O. BOX 70253 SAN JUAN PR 00936-8253 Purchase Order Revision Release Printed Page 00095363

00000

Aug 22, 2022 5 **of** 5

Terms and Conditions

Facility Standard Name Revision Description

Seller understands that time is of the essence with respect to its performance under this Purchase Order, and Seller will

strictly comply with any timing requirements stated in this Purchase Order.

End of Purchase Order



SOLICITUD DE AUTORIZACIÓN DEL DIRECTOR EJECUTIVO PARA OTORGAR CONTRATOS/ÓRDENES DE COMPRA/ÓRDENES DE SERVICIO DE \$10,000 O MÁS



 Fecha de la solicitud: 19 de julio de 2022. Directorado u Oficina: Servicios Administrativos 	齿
3. Director o Administrador: Anthony Vega Plúguez	8
4. Tipo de Contrato: (Ej. Servicios Legales) <u>Contrato a requerimiento para Calzado de Seguridad.</u>	경
5. Naturaleza del Contrato: Nuevo Enmienda Renovación	
6. Contratista: MR 00738858 / A determinar	3
7. Representante Autorizado del contratista: <u>A determinar</u>	
8. Método de selección del contratista: Solicitud de Precios	
9. Cuantía solicitada: <u>\$ 174,424.00</u>	
10. Ámbito de servicios y justificación del contrato: Suplido de Calzado de Seguridad.	id ie CL
 11. Favor de completar los encasillados 11(a, b, c y d) únicamente en caso de que esta solicitud enmienda al contrato que conlleve un aumento en cuantía: a. ¿Esta solicitud corresponde a la primera petición de enmienda al contrato original? b. Justificación para la solicitud de aumento en cuantía incluida en esta solicitud: 	I sea para una Sí No
c. Historial del contrato (En los siguientes tres encasillados, no incluir la cuantía solicitada): (1) Cuantía del contrato original: (2) Cuantía total de enmiendas autorizadas previamente: (3) Total autorizado (Suma de los dos encasillados anteriores): d. Número del contrato original: 12. Partida presupuestaria: 01-4019-92100-200-272	
13. Procedencia de los fondos: Estatales Federales Fondos Mixtos Ingresos Pro	pios
14. Vigencia del contrato: <u>1 de julio de 2022 al 30 de junio de 2023</u>	e limit are
15. ¿La Autoridad tiene otro contrato vigente con el contratista incluido en esta solicitud?	í No
16. De tener otro contrato, favor de especificar:	
Núm.: Cuantía: \$ Vigencia: Desde: Hasta:	
Tipo de servicios:	de 2022.
17. Se incluye Certificación de Fondos aprobada por el Directorado de Finanzas el 5-agosto	46 2022.
Recomendado: MVJMJ Aprobado:) 1 0 AGU 2022
Anthony Vega Plúgyez Josús A. Colón Ortiz	
Director de Servicios Administrativos Director Ejecutivo	
Let .	

CERTIFICACIÓN

Yo, <u>Fernando Osorio Caño</u>, Jefe de División de Salud y Seguridad Ocupacional de la Autoridad de Energía Eléctrica de Puerto Rico, certifico que he revisado los documentos y detalles del contrato cuya autorización solicito. Por lo tanto, certifico:

- Que el contrato cuya autorización solicito es cónsono con la política pública de control de gastos y buen uso de fondos públicos establecida por el Gobernador de Puerto Rico, honorable Pedro R. Pierluisi Urrutia;
- Que el Directorado u Oficina que dirijo cuenta con disponibilidad de fondos para el otorgamiento del contrato cuya autorización solicito;
- 3. Que la contratación cuya autorización solicito no representará sobregiro presupuestario para el Directorado u Oficina que dirijo;
- 4. Que el servicio o producto objeto del contrato cuya autorización solicito representa una actividad y un gasto permisible dentro de las normativas locales y federales;
- 5. Que las cuantías del contrato cuya autorización solicito son razonables tomando en cuenta el servicio o la industria;
- 6. Que el contrato cuya autorización solicito no representa duplicidad innecesaria;
- 7. Que el contrato cuya autorización solicito no representa un servicio para el cual la entidad que dirijo cuenta con personal en nómina disponible para realizar el trabajo que intereso contratar;
- 8. Que el otorgamiento del contrato cuya autorización solicito cumple con las disposiciones de la Ley Pública Número 187 de 30 de junio de 2016, conocida como "Ley de Supervisión, Administración y Estabilidad Económica de Puerto Rico" (PROMESA, por sus siglas en inglés), y la reglamentación y procesos establecidos por la Junta de Supervisión y Administración Financiera para Puerto Rico respecto a la contratación gubernamental, de ser aplicable;
- Que, durante el proceso previo al otorgamiento del contrato, cumplimos con las normativas internas aplicables y cumpliremos con los procedimientos y normativas correspondientes para su otorgamiento;
- 10. Que se verificó el estatus del contratista en el "System for Award Management", en caso de ser una contratación con fondos federales;
- 11. Que, conforme a mi mejor conocimiento, entiendo que ningún funcionario o empleado público del Directorado u Oficina que dirijo tiene interés pecuniario alguno, directo o indirecto, sobre las ganancias o beneficios producto del contrato cuya autorización solicito;
- 12. Que la Solicitud de Autorización responde única y exclusivamente a la necesidad del servicio en el Directorado u Oficina que dirijo y no a intereses ajenos a esta, al fin público o a presiones o solicitudes por parte de alguna persona dentro o fuera del Gobierno de Puerto Rico;
- 13. Que he leído y conozco las disposiciones de la Ley Núm. 1-2012, según enmendada, conocida como "Ley de Ética Gubernamental de Puerto Rico de 2011", y que el otorgamiento del contrato cuya autorización solicito no representa una contravención a alguna de sus disposiciones;
- 14. Que he leído y conozco las disposiciones de la Ley Núm. 2-2018, según enmendada, conocida como "Código Anticorrupción para un Nuevo Puerto Rico", y que el otorgamiento del contrato cuya autorización solicito no representa una contravención a alguna de sus disposiciones;
- 15. Que al momento no cuento con información o creencia relacionada con la persona natural o jurídica parte del contrato cuya autorización solicito que demuestre o brinde algún indicio de actividad ilegal o antiética, conforme a la normativa estatal o federal:
- 16. Que la contratación cuya autorización solicito cumple con todas las leyes, órdenes, reglamentos, cartas circulares y demás normativas aplicables a la contratación gubernamental en Puerto Rico;
- 17. Que toda la información incluida en la Solicitud de Autorización y certificada mediante mi firma es una condición esencial para la autorización de la contratación que solicito y que, de no ser correcta, en todo o en parte, tal circunstancia será suficiente para dejar sin efecto su autorización;
- 18. Que cuento con un documento (ej. certificación, declaración jurada) en el que la persona natural o jurídica parte del contrato cuya autorización solicito consigna que ella o él, o alguno de los oficiales de la persona jurídica, no ha sido convicta a nivel estatal o federal por atentar contra el interés público y que, al momento de emitir el referido documento, no tiene conocimiento de que esté siendo investigada por alguna entidad estatal o federal;
- 19. Que entiendo cabalmente y reconozco las consecuencias jurídicas, éticas, penales o administrativas de esta Certificación en caso de que su contenido sea falso.

Y para que así conste firmo hoy,	 14/10 2022	
		~ 11/10
	Jefe de Divisj	ón Salud y Seguridad Ocupacional

AEE 700.0-438 Rev. 8/14



Autoridad de Energía Eléctrica de Puerto Rico

CERTIFICACIÓN DE FONDOS DE CONTRATOS POR SERVICIOS PROFESIONALES

Número de Responsabilidad: 272 Nombre de Responsabilidad:	nsabilidad: Fernando Osorio Caño
Se incluye copia del Contrato descrito a continuación:	
Nombre del Contratista o Compañía: Seg	gun se adjudique orden(Calzado de Seguridad)
Número del Contrato: MR 00738858 Número	de Cuenta: 01-4019-92100-200-272
Cantidad: \$174,424.00 Fecha de Comienzo: 1.	-julio-2022 Fecha de Terminación: 30-junio-2023
Certificamos que no se proyectó sobregiro presupt transacción. Este contrato está en cumplimiento co Presupuesto Núm. 117-14 del 1 de julio de 2014.	uestario y se posee capacidad financiera para cubrir esta n el Inciso G de la Carta Circular de la Oficina de Gerencia y
1. Requerido por:	2. Aprobado por el Director/Correspondiente:
Nombre: Fernando Osorio Caño	Nombre: Anthony Vega Pluguez
Título: Jefe, División Seguridad Ocupacional	Título: Director de Servicios Administrativos
Fecha: 19 julio 2022	Fecha:
3. Recomendado por el Departamento de Presupuesto	: 4. Aprobado por el Director de Finanzas:
Firma: Lazarden Sation	Firma:
Nombre: Lizzandra Matias Varela	Nombre:
Título: Contralor	Fecha:
Fecha: 5 de agosto de 2022	
Todo contrato por servicios profesionales con una para la aprobación de la Junta de Gobierno, segú Autoridad de Energía Eléctrica de Puerto Rico.	cuantía sobre cien mil dólares (\$100,000), debe presentarse in la Norma Sobre Niveles de Aprobación de Documentos de la
Aprobado por la Junta de Gobierno:	
Firma:	
Nombre:	Fecha:

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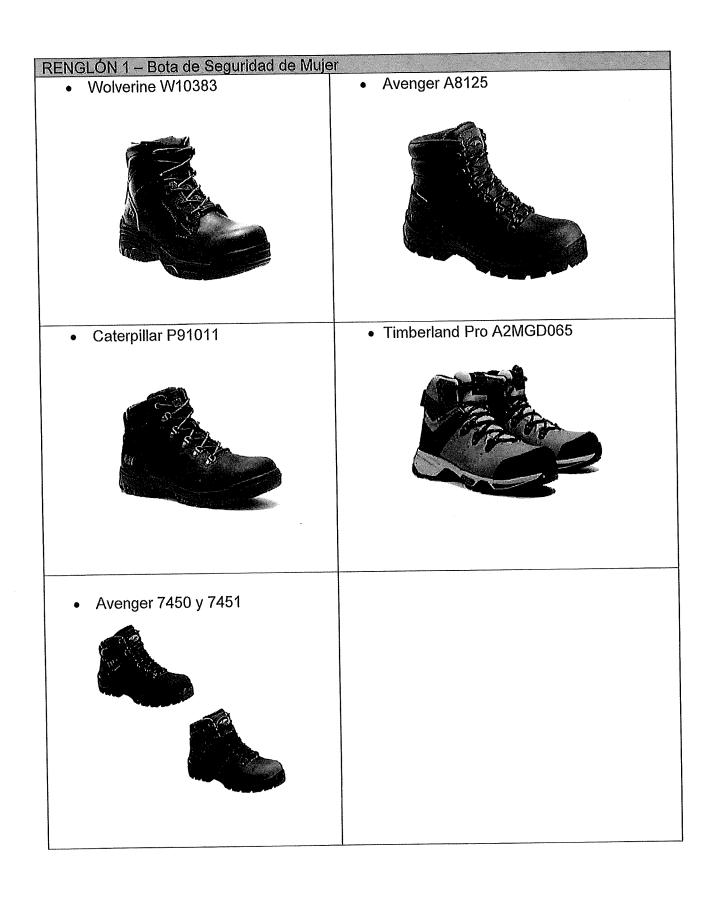
División de Seguridad Ocupacional y Manejo de Emergencias MODELOS DE CALZADO DE SEGURIDAD Orden 2022-2023

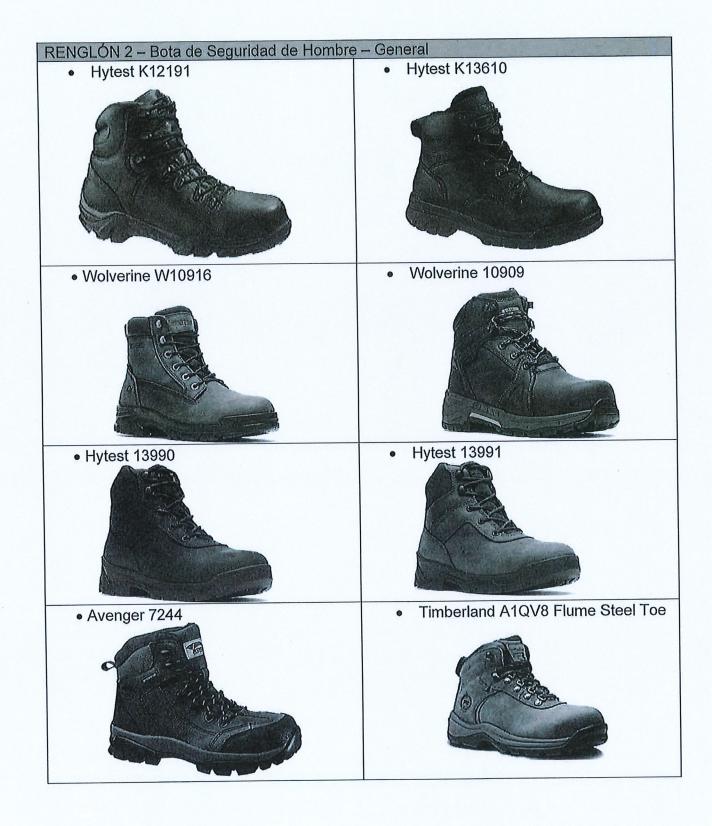
Incluimos 4 diferentes renglones de calzado de seguridad propuestos para el contrato de la Autoridad de Energía Eléctrica.

A continuación, se presentan las instrucciones para cotizar los diferentes modelos de calzado por cada renglón:

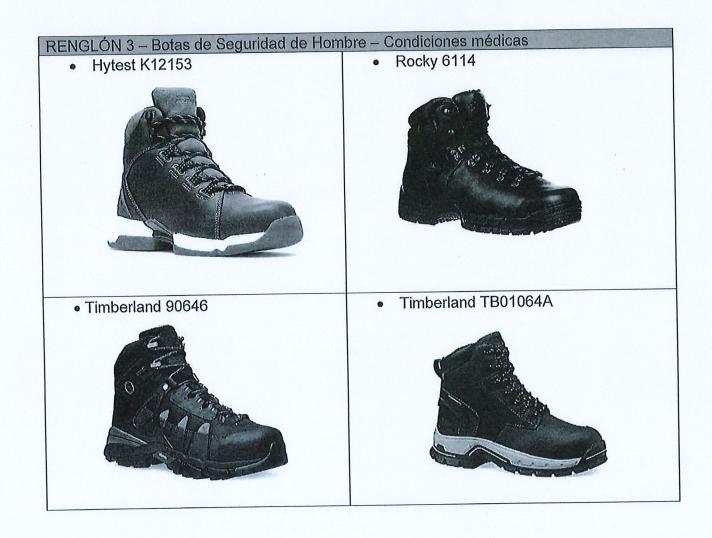
- El precio cotizado por renglón será el mismo para cualquiera de las alternativas presentadas. El licitador deberá cotizar un solo precio por cada renglón.
- Se tendrá que incluir las alternativas mínimas solicitadas en cada renglón.
- El suplidor se reserva el derecho a no cotizar cualquiera de los renglones.

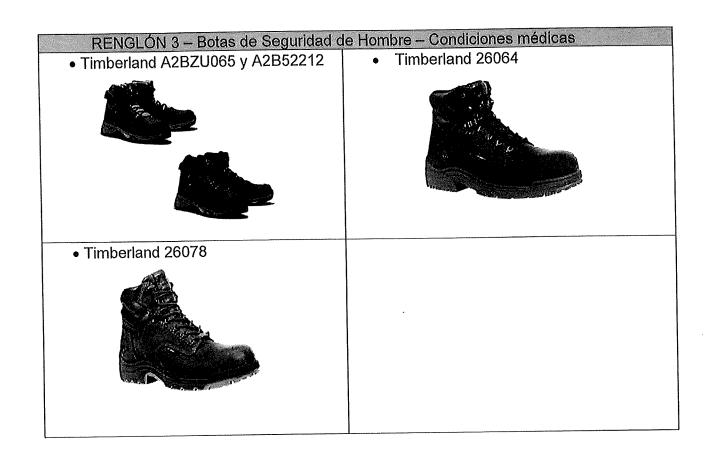
Renglón	Nombre	Comentario
1	Bota de Seguridad de Mujer	6 pulgadas, EH, Puntera de seguridad, Waterproof preferible, cuero o gamuza, plantilla removible, puede incluirse alternativas hiker con tela. Deberá cotizar un mínimo de 3 alternativas.
2	Bota de Seguridad de Hombre – General	6 pulgadas, EH, Puntera de seguridad, Waterproof, cuero o gamuza, plantilla removible, puede incluirse alternativas hiker con tela. Deberá cotizar un mínimo de 3 alternativas.
3	Botas de Seguridad de Hombre – Condiciones médicas	6 pulgadas, EH, Puntera de seguridad, Waterproof (preferible), cuero, plantilla especial. Deberá cotizar un mínimo de 2 alternativas.
4	Bota de Seguridad para Soldadura	No cordones, EH, Puntera de seguridad, cuero, plantilla removible, incluir una alternativa 6 pulgadas con elástico al lado para casos de empleados que por su ancho en la pierna no le ajusta la Wellington Deberá cotizar un mínimo de 3 alternativas.





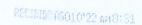














8 de agosto de 2022

Josué A. Colón Ortiz Director Ejecutivo

Richard W. Gruz Franqui Director Asunos Juridicos

RE: AUTORIZACIÓN DEL DIRECTOR EJECUTIVO PARA OTORGAR CONTRATOS

Esta autorización se realiza para cumplir con la delegación que el Gobernador de Puerto Rico, Honorable Pedro R. Pierluisi Urrutia, le otorgó a la Autoridad mediante carta del 25 de enero de 2021.

Directorado	SERVICIOS ADMINISTRATIVOS				
Contratista	A DETERMINAR				
Método de Contratación	SOLICITUD DE PRECIOS				
Tipo de Contrato	Contrato a requerimiento para Calzado de Seguridad				
Nuevo- Enmienda-Renovación	Nuevo				
Junta de Gobierno	No				
Junta de Supervisión Fiscal	No				
Cuantía	\$174,424.00				
Vigencia	1 de julio de 2022 al 30 de junio de 2023				
Contratos Adicionales	NO				





18 de julio de 2022

Mario E. Miranda Jefe de División de Suministros

Anthony Vega Pluguez
Director Servicios Administrativos

Solicitud Nuevo Contrato Calzado de Seguridad

El contrato actual de calzado de seguridad vence el 30 de junio de 2022. Este contrato provee calzado de seguridad para damas, hombres, botas de hombres con condiciones médicas y para soldadura. Nuestra División prepara las especificaciones cumpliendo con las regulaciones de OSHA, se incluye las mismas

Solicitamos que se realice una apertura de subasta para suplir el calzado de seguridad que son requeridos para el uso del personal en las centrales generatrices, riego, represas y embalses. Se incluye certificación de fondos y solicitud para otorgar contratos mayores de \$10,000. Adicional, se generó en *AssetSuites* el MR 00738858 relacionado al contrato mencionado.

De necesitar información adicional puede comunicarse al 4475 o al correo electrónico fernando.osorio@prepa.com.

Anejo

Coordinado

Fernando Osorio Caño Jefe de División de Seguridad Ocupacional

