

**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, engineer Josué A. Colón Ortiz, of legal age, married, engineer and resident of Caguas, Puerto Rico. -----

**AS SECOND PARTY:** EDR Solutions, LLC (EDR), a limited liability company organized and registered to do business in Puerto Rico represented in this act by its President, mister Elliot D. Rivera, of legal age, married, and resident in Guaynabo, Puerto Rico, duly authorized to appear in representation of EDR by virtue of Resolution, dated June 17, 2022.-----

Both PREPA and EDR 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 announcements.-----

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

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

**Article 1. Scope of Services**

1.1 In accordance with the terms and conditions set forth herein EDR, solely as requested by PREPA shall provide communication services, news analysis, media and social media management and public relations services, including, but not limited to:

- A. Advise and assist in the coordination and coverage of press conferences.
- B. Work in the daily analysis and evaluation of news that may have direct or indirect repercussions on PREPA and send copies of segments of television, radio or digital programs of interest to PREPA.
- C. Work on monitoring digital media, local television programming, radio and alert on programming of interest to PREPA.

1.2 EDR, as requested by PREPA, may provide the additional services described in its Proposal, which is made part of the Contract as Annex A. Any other service or product that is requested by PREPA and complies with supporting PREPA's communication efforts, will be provided in consultation with PREPA in terms of cost and need.-----

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

1.4 PREPA will provide EDR all necessary information to perform the Services and will ensure that the required information is made available to EDR in a timely manner.--

**Article 2. Services Coordination**

All the Services of EDR in relation to the terms and conditions of this Contract will be coordinated through PREPA's Press Officer or its authorized representative. -----

**Article 3. Contract Assignment or Subcontract**

EDR 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) EDR 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 EDRs' rights under the subcontract, in the event that PREPA declares EDR 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 EDRs' obligations under the Contract (*mirror image clause*), except for such obligations, terms and conditions which exclusively related with works or services not included under the subcontract. A request to subcontract shall specify

the issues or matters that will be referred to the subcontractor. These services shall be paid as part of the Contract Amount, as stated in Article 6, Payment. -----

**Article 4. Contract Term**

This Contract shall be in effect from the date of its execution until June 30, 2024, (The Contract Term). The Contract may be extended, for an additional annual fiscal period, at the exclusive option of PREPA and subject to the availability of funds, only by written amendment agreed upon by both Parties. -----

**Article 5. Contract Termination**

5.1 PREPA shall have the right to terminate this Contract, at any time, with thirty (30) days prior written notice by registered mail, return receipt requested, or overnight express mail to EDR. If notice is given, the Contract shall terminate upon the expiration of the thirty (30) days and PREPA shall be obligated to pay all fees and expenses incurred up to the day of effective termination, in accordance with the terms of this Contract. The rights, duties and responsibilities of the Parties shall continue in full force and effect during the thirty (30) days notice period. EDR shall have no further right to compensation except for what has been accrued for services rendered and expenses incurred under the Contract until said date of effective termination. -----

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

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

**Article 6. Payment**

6.1 In accordance with the terms and conditions contained herein, PREPA agree and EDR accepts that the total amount to be paid under the Contract shall not exceed a cumulative amount of one hundred thousand dollars (\$100,000) (“Contract Amount”). All payments to be made under this Contract will be charged to account 01-4019-92100-550-651. 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 EDR under the Contract.-----

- 6.2 Nothing herein shall preclude the Parties from agreeing to increase said amount in writing and signed by both Parties.-----
- 6.3 PREPA will pay for the Services rendered by EDR according to rates included in the Annex A, which is made part of the Contract.-----
- 6.4 EDR 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, EDR, 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, EDR shall present an itemized list of the remaining billable Services under the Contract. -----

**Article 7. Invoices**

- 7.1 EDR shall submit its invoices on a monthly basis for the work already performed during the preceding month. EDR will provide to PREPA an invoice for each billing period that will include a description of the services rendered and the number of hours spent. The invoice for professional services shall be itemized and must be duly certified by EDR. -----
- 7.2 PREPA will review the invoices within thirty (30) days of receipt, and if they comply with the requirements set forth in this Contract, it will proceed with payment. Payment is due within sixty (60) days of the 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. -----
- 7.3 PREPA shall not process invoices that do not include the items below: -----

- Invoice Number-----
- A brief description of the service or task to which the services relate.-----
- A full chronological description of the services performed during the statement period, the name of the professional who performed such services the rates and the number of hours spent (by date) for each service.-----
- Fees, disbursements and total charges during the statement period, fiscal year to- date and since the commencement of the matter. -----
- The name of PREPA’s official that requested the services.-----

7.4 All invoices submitted by EDR 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 PREPA. The total amount shown on this invoice is true and correct. The Services have been rendered, and no payment has been received”.*

\_\_\_\_\_  
*EDR’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, EDR 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 8. Transfer of Funds**

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

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



8.3 EDR 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 9. Information and Material Facts**

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

9.2 PREPA will advise in writing EDR 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 EDR. -----

**Article 10. Information Disclosure and Confidentiality**

10.1 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 EDR 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. -----

10.2 The Parties also agree that, except as agreed to in writing by both Parties, they will not, at any time after termination of this Contract, disclose any confidential information to any person whatsoever, or permit any person whatsoever to examine and/or make copies of any reports prepared by EDR or under its control by reason of its consulting services, and that upon termination of this Contract each Party will turn over to the other all documents, papers, and other matters in its possession or under its control that relate to the other Party. EDR may retain one file copy for its records. -----

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

- (i) is or becomes public other than through a breach of this Contract;--
- (ii) is known to the receiving Party prior to the date of this Contract and with respect to which the receiving Party does not have any obligation of confidentiality; or-----

(iii) is independently developed by the receiving Party without use of, or reference to, confidential information.-----

10.4 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. ----

10.5 If this Contract terminates for any reason, EDR 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 EDR 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 EDR of the provisions of this paragraph, PREPA shall be entitled to injunctive relief for such breach. Nothing herein shall be construed as prohibiting PREPA from pursuing any other legal remedies available, including the recovery of damages from EDR. -----

10.6 The above provisions do not apply with respect to information, which EDR is requested to disclose under applicable law and regulations, court order,

subpoena or governmental directives, in which case EDR shall provide PREPA prompt notice of such request in order to procure for PREPA a reasonable opportunity to oppose such disclosure. EDR agrees to expeditiously notify and submit to PREPA a copy of any court order or subpoena and to the extent possible provide any assistance to PREPA (in the form of documents) regarding the submission of such information. -----

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

**Article 11. Rights and Titles**

11.1 EDR 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 service, EDR will submit a final written report describing the work it has performed. This requirement shall not be interpreted as a waiver by PREPA of EDR’s ethical obligation and responsibility of keeping PREPA informed of the progress of the assigned matters. -----

11.2 All rights, titles and interest in any reports, documents, analyses, investigations and any other by-product conceived or developed by EDR exclusively for PREPA

as a result of performing its obligations under this Contract shall be the exclusive property of PREPA. EDR 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 EDR, 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 EDR under this Contract. -----

**Article 12. Copyright**

EDR 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 EDR or provided to PREPA by EDR as part of its Services, or used in the performance of this Contract, including their use by PREPA, constitutes an infringement of any patents or copyrights of the United States. The Party of this Contract subject to the claim or that becomes aware of a potential claim shall promptly notify in writing the other Party of this Contract, and give the authority, information, and assistance reasonable and necessary for the defense of such claim. -----

**Article 13. Warranty**

13.1 EDR warrants that it shall perform the Services in accordance with the applicable standards of care and diligence at the time of performance of the Services, and which are normally practiced and recognized in performing services of a similar

nature (the “Standard”). Should any of the Services provided by EDR not fulfill the above established Standard, EDR shall take all necessary corrective measures to rectify such deficient Services, at its own and exclusive cost, whenever such course of action is possible or desirable. The rectification of deficient Services by EDR shall not be understood as a waiver by PREPA to any other remedy it may have under this Contract or under the law or equity for any damages that EDR’s may have caused to it by rendering such deficient Services.

13.2 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 EDR. --

**Article 14. 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 15. Independent Contractor**

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

15.2 As an independent contractor, EDR 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 16. 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 17. Conflict of Interest**

17.1 EDR 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. EDR 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 EDR. -----

17.2 EDR acknowledges that in executing its services pursuant to this Contract it has a duty of complete loyalty towards PREPA which includes not having conflict of interest. "Conflict of Interest" means representing clients who have or may have interests that are contrary to PREPA but does not include rendering services that are unrelated to the services covered in this Contract. Also, EDR 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 EDR when performing its responsibilities under this Contract.-----

17.3 The Parties understand and agree that a conflict of interest exists when EDR 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 EDR and its personnel. -----

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

17.5 EDR certifies that, at the time of the execution of this Contract, it does not have nor does it represent anyone who has Conflict of Interests with PREPA. If such Conflict of Interest arises after the execution of the Contract, EDR shall notify PREPA immediately. -----

**Article 18. Notices**

All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally or sent by telecopy, or postage prepaid, by registered, certified or express mail (return receipt requested) or reputable overnight courier service and shall be deemed given when so delivered by hand, or telecopied, or if mailed, three



days after mailing (one business day in the case of express mail or overnight courier service) to the Parties to the following addresses:-----

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

Attention: Eng. Josué A. Colón Ortiz  
Executive Director

To EDR: EDR Solutions, LLC  
35 Juan C. Borbón  
Suite 67  
PMB 298  
Guaynabo, Puerto Rico 00969

Attention: Mr. Elliot D. Rivera  
President

**Article 19. Applicable Law and Venue**

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico. Also, the Parties expressly agree that only the state courts of Puerto Rico will be the courts of competent and exclusive jurisdiction to decide over the judicial controversies that the appearing Parties may have among them regarding the terms and conditions of this Contract. -----

**Article 20. 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 EDR's costs when providing the services, shall be EDR's responsibility and PREPA shall not be obligated to increase the Contract Amount. -----

**Article 21. Force Majeure**

21.1 The Parties shall be excused from performing their respective responsibilities and obligations under this Contract and shall not be liable in damages or otherwise, if and only to the extent that they are unable to perform or are prevented from performing by a force majeure event. -----

21.2 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. -----

21.3 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 22. Novation**

22.1 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. ----

22.2 The previous provision shall be equally applicable in such other cases where PREPA gives EDR 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 23. 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 24. Save and Hold Harmless**

EDR 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 EDR by the negligent act or omission, in the performance or nonperformance of its obligations under the Contract, but not to the point directly caused by negligence or tort of PREPA or a third party, which is not an employee or subcontractor of EDR. With respect to any indemnity set forth in this Contract, each indemnity shall give prompt notice of its receipt of any threat,

indication or other notice of any claim, investigation or demand that might give rise to any losses required to be indemnified hereunder and shall reasonably cooperate in the defense of such claim. The indemnifying party shall have the right to conduct defense of such action at its sole expense. -----

**Article 25. Insurance**

EDR 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:

A. Automobile Liability Insurance

1. EDR shall provide an Automobile Liability Insurance with limits of at least \$100,000 in bodily injury per person, at least \$300,000 in bodily injury per accident and at least \$100,000 in property damage per accident. -----
2. The Automobile Liability Insurance required under this Contract, shall be endorsed to include:
  - a. As Additional Insured:  
  
Puerto Rico Electric Power Authority (PREPA)  
PO Box 364267  
San Juan, PR 00936-4267
  - b. A 30 day cancelation or nonrenewable notice to be sent to the above address.-----

B. Professional Liability Insurance:

EDR shall provide a Professional Liability Insurance with limits of at least \$1,000,000 per claim and at least \$1,000,000 aggregate.-----

C. Furnishing of Policies

All required policies of insurance shall be in a form acceptable to PREPA and shall be issued only by insurance companies authorized to do business in Puerto Rico. EDR shall furnish a certificate of insurance in original signed by an authorized representative of the insurer in Puerto Rico, describing the coverage afforded.-----

**Article 26. Compliance with the Commonwealth of Puerto Rico Contracting Requirements**

EDR 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, EDR 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 seq.), 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, EDR hereby certifies, guarantees, acknowledges and agrees to the following:---

A. EDR 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. EDR 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 EDR owes taxes or premiums to said government agencies, it agrees that PREPA may withhold any monies due to EDR under this Contract to be applied to the payment and cancellation of said debt. EDR also certifies that it is in corporate "Good Standing" at the Department of State of Puerto Rico. EDR 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 EDR authorized powers and are not in contravention of law. EDR also certifies that it is in compliance with the Merchant's

Registration. Accordingly, EDR has submitted to PREPA its RUP Certification from the General Services Administration. EDR shall maintain its certificate valid for the duration of this Contract.-----

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., EDR 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. -----

D. Income Tax Retention Law: PREPA shall deduct and withhold ten percent (10%) of any and all payments to residents of the Commonwealth of Puerto Rico as required by the Internal Revenue Code of Puerto Rico. In case of US citizens and Non-US citizens, which are nonresidents of the Commonwealth of Puerto Rico, PREPA will retain twenty percent (20%) and twenty-nine percent (29%) respectively. PREPA will remit such withholdings to the Government of Puerto Rico's Treasury Department (known in Spanish as *Departamento de Hacienda de Puerto Rico*). EDR will request PREPA not to make such withholdings if, to the satisfaction of PREPA, EDR timely provides a release from such obligation by the Government of Puerto Rico's Treasury Department. 3 L.P.R.A. § 8611 et seq. -----

E. Compliance with Act 1 of Governmental Ethics: EDR will certify compliance with Act 1 of January 3, 2012, as amended, known as the Ethics Act of the Government

of Puerto Rico (Act 1-2012), which stipulates that no employee or executive of PREPA nor any member of his/he immediate family (spouse, dependent children or other members of his/her household or any individual whose financial affairs are under the control of the employee) shall have any direct or indirect pecuniary interest in the services to be rendered under this Contract, except as may be expressly authorized by the Governor of Puerto Rico in consultation with the Secretary of Treasury and the Secretary of Justice of the Government. 3 L.P.R.A. § 8611 et seq.;

F. Act 168-2000: Law for the Strengthening of the Family Support and Livelihood of Elderly People: EDR will certify that if there is any Judicial or Administrative Order demanding payment or any economic support regarding Act 168-2000, as amended, the same is current and in all aspects in compliance. -----

G. Act 127-2004: Contract Registration in the Comptroller's Office of Puerto Rico Act: Payment for services object of this Contract will not be made until this Contract is properly registered in the Office of the Comptroller of the Government of Puerto Rico pursuant to Act 18 of October 30, 1975, as amended. -----

H. Prohibition with respect to execution by public officers: 3 L.P.R.A. §8615(c): No public officer or employee authorized to contract on behalf of the executive agency for which he/she works may execute a contract between the agency for which he/she works and an entity or business in which he/she or any member of his/her family unit has or has had direct or indirect economic interest during the last four (4) years prior to his/her holding office.-----



- I. Prohibition with respect to contracting with officers or employees: 3 L.P.R.A. § 8615(d): No executive agency may execute a contract in which any of its officers or employees or any member of their family units has or has had direct or indirect economic interest during the last four (4) years prior to their holding office, unless the Governor gives authorization thereto with the previous recommendation of the Secretary of the Treasury and the Secretary of Justice.-----
- J. Prohibition with respect to contracts with officers and employees of other Government entities: 3 L.P.R.A. §8615(e): No public officer or employee may be a party to or have any interest in any profits or benefits produced by a contract with any other executive agency or government dependency unless the Governor gives express authorization thereto with previous recommendation from the Secretary of the Treasury and the Secretary of Justice.-----
- 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 member of his/her family unit has or has had direct or indirect economic interest during the last four (4) years prior to his/her holding office.-----
- L. Prohibition with respect to execution by public officers' contracts with former public officers: 3 L.P.R.A. §8615(h): No executive agency shall execute contracts with or for the benefit of persons who have been public officers or employees of said

executive agency until after two (2) years have elapsed from the time said person has ceased working as such. -----

M. Dispensation: All necessary dispensations have been obtained from any government entity and that said dispensations should become part of the contracting record. -----

N. EDR agrees that articles extracted, produced, assembled, packaged or distributed in Puerto Rico by enterprises with operations in Puerto Rico, or distributed by agents established in Puerto Rico shall be used when the service is rendered, provided that they are available.-----

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

P. EDR certifies that at the time of execution of this Agreement it has no other contracts with other agencies, public corporations, municipalities, and/or instrumentalities of the Government of Puerto Rico, except for:

1. Municipality of San Juan
2. Puerto Rico Public-Private Partnerships Authority
3. Puerto Rico State Insurance Fund Corporation
4. Puerto Rico Department of Justice
5. Puerto Rico Traffic Safety Commission

EDR acknowledges and accepts that the failure to list any current contractual relationship with any governmental entity may result in the termination of this Agreement if required by PREPA.-----

Q. The Parties hereby acknowledge the requirements and procedures set forth in Administrative Bulletin No. OE-2021-029 issued by the Governor of Puerto Rico, Hon. Pedro R. Pierluisi, on April 27, 2021 ("OE-2021-29") and Circular Letter No. 013-2021 issued on June 7, 2021, by the Office of Management and Budget ("CC 013-2021"), applicable to professional services agreements with a maximum amount of \$250,000 or more per fiscal year. However, in accordance with the exceptions authorized in the Contracting Measures, PREPA filed a petition with the Office of Management and Budget seeking to be exempted from the Contracting Measures which was thereafter approved. Consequently, in accordance with the exceptions authorized in OE-2021-29 and CC 013-2021, the execution of this Agreement is exempt from the requirements and procedures established in the abovementioned provisions.-----

R. EDR certifies that at the time of the execution of this Agreement, it is not a public company with shares that are traded on a regulated stock exchange. EDR certifies that prior to the execution of this Agreement, it has submitted to PREPA a Certification of Legal Entity (known in Spanish as "*Certificación sobre Personas Jurídicas*").-----

If any of the previously required Certifications shows a debt, and EDR has requested a review or adjustment of this debt, EDR will certify that it has made such request at the time of the Contract execution. If the requested review or adjustment is denied and such determination is final, EDR will provide, immediately, to PREPA a proof of

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

Consequences of Non-Compliance: EDR expressly agrees that the conditions outlined throughout this Article are essential requirements of this Contract. Consequently, should any one of these representations, warranties or certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be sufficient cause for PREPA to render this Contract null and void, and EDR shall reimburse PREPA all moneys received under this Contract. -----

**Article 27. Anti-Corruption Code for a New Puerto Rico**

EDR 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). EDR 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. -----

EDR shall furnish a sworn statement to the effect that neither EDR 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 EDR has been convicted of or has pled guilty to any of the crimes listed in Article 6.8 of Act 8-2017, as amended (Act 8-2017), known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico or any of the crimes included in Act 2-2018.-----

EDR 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, any of the crimes typified in Act 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico.-----

PREPA shall have the right to terminate the Contract in the event EDR is 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, any of the crimes typified in Act 2-2018, or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act 8-2017.-----

**Article 28. Non-Discrimination**

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

**Article 29. Contractor’s Certification Requirement**

The Parties acknowledge that EDR 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 EDR’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 Contract.-----

EDR represents and warrants that the information included in EDR Certification Requirement is complete, accurate and correct, and that any misrepresentation, inaccuracy or falseness in such Certification will render the Contract null and void and EDR will have the obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the Contract. --

**Article 30. Non – Recurring Professional Services or Specialized Professional Services**

In matters of 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. Entire Contract**

The terms and conditions contained herein constitute the entire agreement between PREPA and EDR with respect to the subject matter of this Contract, and supersede all

communications, negotiations, and agreements of the Parties, whether written or oral,  
other than these, made prior to the signing of this Contract. -----

IN WITNESS THEREOF, the Parties hereto sign this Contract in San Juan, Puerto Rico  
this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. -----

Puerto Rico Electric Power Authority

EDR Solutions, LLC

\_\_\_\_\_  
Josué A. Colón Ortiz  
Executive Director  
Tax ID: 660-43-3747

\_\_\_\_\_  
Elliot D. Rivera  
President  
Tax ID: 660-82-3717  
elliottdavid@aosolutionspr.com

## PROPUESTA DE SERVICIOS

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Este documento detalla los servicios profesionales y el valor de nuestra propuesta en poder integrar múltiples servicios y disciplinas con experiencia en el periodismo, amplia gama de conocimientos en servicios en la televisión y relaciones públicas, publicidad, entre otras áreas.

Nuestro objetivo estará dirigido en poder ejecutar estrategias sólidas de comunicación y ofrecer el diseño e implementación de nuevas y creativas tácticas de divulgación de los planes de la AEE.

### A. ALCANCE

*EDR Solutions* tiene la ventaja de ser un “*Communications One Stop Shop*” dónde brindamos múltiples servicios de forma integrada que sea de beneficio a la AEE al simplificar el manejo de múltiples servicios y maximizando los recursos disponibles.

#### SERVICIOS PRINCIPALES

- Asesorar y asistir en la coordinación y cobertura de conferencias de prensa.
- Trabajar en el análisis y evaluación diaria de noticias que puedan tener repercusiones directas o indirectas en la AEE y envío de copias de segmentos de programas televisivos, radio o digital de interés a la Autoridad.
- Trabajar el monitoreo de medios digitales, programación televisiva local, radio y alertar sobre la programación de interés para la AEE.

#### OTROS SERVICIOS

Estos servicios apoyan los servicios de asesoramiento y coordinación descritos en la sección previa de *Servicios Principales*, en aquellos casos dónde la AEE requiera expandir el alcance de los servicios:

- Conceptualización y creación de servicios de artista gráfico para iniciativas más allá de los esfuerzos de publicidad.
- Asistir en la adquisición de material promocional y otros artículos con la identidad corporativa de la AEE para uso en eventos.
- Contratar, reservar y pagar espacio y tiempo comercial como agente de la Autoridad en todo tipo de medio de comunicación para transmitir la publicidad de la Autoridad y enviar el material de publicidad a los medios publicitarios con las debidas instrucciones a través de nuestros socios estratégicos.

### B. INFORMACIÓN GENERAL DEL PROPONENTE

- a. Nombre Legal de la Entidad: *EDR Solutions, LLC*.
- b. Representante Autorizado: Elliot D. Rivera, Presidente, casado, vecino de Guaynabo
- c. Dirección Postal: 35 Juan C. Borbón Suite 67, PMB 291 San Juan PR 00969



- d. Dirección Electrónica: [elliotd@elliotdr.com](mailto:elliotd@elliotdr.com)
- e. Teléfono: 787-313-5111
- f. Seguro Social Patronal: 660823717

### C. PREPARACIÓN Y EXPERIENCIA

El equipo de trabajo propuesto cuenta con expertos profesionales y con más de 25 años de experiencia en el campo de comunicaciones, relaciones públicas y publicidad para el sector gubernamental y el privado.

### D. HONORARIOS

Los servicios se facturarán por hora y/o a base del tarifario establecido en el Anejo A.

**ANEJO A – INVERSIÓN REVISADO 122023**  
**EDR SOLUTIONS**  
**PROPUESTA AEE**

Servicios	Tarifa
<ul style="list-style-type: none"> <li>• Asesorar y asistir en la coordinación y cobertura de conferencias de prensa.</li> <li>• Trabajar en el análisis y evaluación diaria de noticias que puedan tener repercusiones directas o indirectas en la Autoridad de Energía Eléctrica y envío de copias de segmentos de programas radiales y televisivos de interés a la AEE.</li> <li>• Trabajar el monitoreo y grabaciones de los noticiarios y la programación televisiva local, radio y alertar a la AEE sobre la programación noticiosa, comercial y de entretenimiento.</li> </ul>	\$125.00 por hora
Asistir y trabajar en la producción de contenido visual (fotos o gráfico) o en video (animaciones en GIF, videos de corta duración, documentales) para medios sociales, entre otros para las campañas que se desarrollen. (Short Marketing Video, Standard Marketing Video, Photo Essay)	Sujeto a la complejidad y duración de los video y contenido gráfico requerido.
Servicios de fotógrafo y camarógrafo	Sujeto a la complejidad y duración de los video y contenido gráfico requerido.
Servicios de artista gráfico	\$85.00 por hora



Servicios	Tarifa
Contratar, reservar y pagar espacio y tiempo comercial como agente de la AEE en todo tipo de medio de comunicación para transmitir la publicidad de la AEE y enviar el material de publicidad a los medios publicitarios con las debidas instrucciones.	Costo del medio más 15% de comisión.
Intérprete para lenguaje de señas	\$80 por hora

\* Anejo A - Tarifario es considerado confidencial para Uso Exclusivo del proceso de esta propuesta de la AEE. Estas tarifas solo aplican al mercado de Puerto Rico, servicios para otros mercados serán cotizados según requeridos por el Cliente. **Otros servicios relacionados, no incluidos en este tarifario, el costo será acordado con la AEE.**

*Elliott D Bruner*