



**GOVERNMENT OF PUERTO RICO
PUBLIC SERVICE REGULATORY BOARD**

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PUBLIC SERVICE REGULATORY BOARD**

Agreement No: PSRB 2024-0000⁰⁵

PROFESSIONAL SERVICES AGREEMENT

PUERTO RICO ENERGY BUREAU

BUDGETARY ITEM: E-1290-006-030-053056

CONTRACTED PARTY: ACCION GROUP, LLC

-----**APPEAR**-----

---**FOR THE FIRST PARTY: The PUBLIC SERVICE REGULATORY BOARD**, a public entity created by Law No. 211-2018, as amended, known as "Law of Execution of the Reorganization Plan of the Public Service Regulatory Board of Puerto Rico", represented in this act by its President, **EDISON AVILÉS DELIZ**, of legal age, married, executive and resident of San Juan, Puerto Rico, who is duly authorized to sign this Service Agreement, by virtue of the powers conferred on it by Act No. 211-2018, hereinafter the ("PSRB").

---**FOR THE SECOND PARTY: ACCION GROUP, LLC**, a foreign for profit Limited Liability Company organized under the laws of the state of New Hampshire, USA, and duly authorized to conduct business in Puerto Rico and registered in the Puerto Rico's State Department under registry number 476473, herein represented by its President, **HAROLD T. JUDD**, of legal age, married, executive and resident of Bow, New Hampshire, hereinafter the "Contractor".

--- Both parties shall be referred to jointly as the "Parties".

---When the terms of this Service Agreement are used in the plural, they will also include the singular and when the masculine meaning is used, it will also include the feminine one and vice versa.

---The Parties declare that they have sufficient power, authority, and legal capacity for the granting of this Service Agreement and, by virtue of this, freely and voluntarily:

-----**SET FORTH**-----

---**WHEREAS: Act No. 122-2017**, known as the "New Government of Puerto Rico Act," empowered the Governor of Puerto Rico to maximize the resources and personnel of the Executive Branch by transferring, consolidating, reorganizing, outsourcing, and creating new and more efficient government structures and agencies through an agile process with Reorganization Plans. To this end, Act No. 211-2018, "Execution of the Reorganization Plan of the Public Service Regulatory Board of Puerto Rico Act", was approved, which created the Public Service Regulatory Board of Puerto Rico ("PSRB") in order to consolidate under a new administrative and functional creature the Puerto Rico Telecommunications Bureau ("PRTB"), the Puerto Rico Transportation and Other

Public Services Bureau ("PRTB"), the Puerto Rico Energy Bureau ("PREB") and the Independent Consumer Protection Office ("ICPO").

---WHEREAS: The Contractor has extensive and proven experience in electric, gas, and water utilities, Accion Group, LLC diverse consortium of consultants provides insightful, candid, and practical advice to the utility industry and their associated government regulatory bodies. Finally, the Contractor specialties include competitive procurement, independent regulatory oversight, utility management, construction monitoring, and nuclear decommissioning.

---WHEREAS: Given the highly specialized and complex nature of the subject addressed by the Contractor, the PSRB does not have enough technical personnel to provide the services to be provided by the Contractor.

---WHEREAS: The Services procured from the Contractor are essential and necessary for the PSRB and the PREB to comply with its statutory mandate.

---WHEREFORE: The Parties have agreed to formalize this Services Agreement, hereinafter the ("Contract" or "Agreement"), under the following:

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

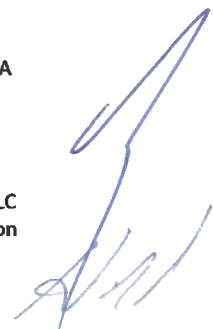
---FIRST: **DESCRIPTION OF SERVICES.** During the term of this Agreement and as requested by the PSRB through the PREB, the Contractor will provide professional services as described in its proposal "Scope of Services" dated as of March 16, 2023, included as Exhibit 1 to this Agreement, the ("Proposal"). In general terms, the Contractor services are summarized herein:

---The PREB will retain the Contractor as the Independent Coordinator ("IC") to complete the Tranche 2 solicitation and conduct Tranche 3 solicitation for energy and capacity on behalf of the Puerto Rico Electric Power Authority ("PREPA") from July 1, 2023 through June, 30 2024.

---The Contractor will provide IC services, including providing the website for the Tranche 3 while maintaining the Tranche 2 website records for PREB review. The Contractor anticipates Tranche 4 will begin before June 30, 2024. The Contractor will provide another exclusive website for Tranche 4 and provided the services identified below.

---In summary, the Contractor will provide IC Services, set forth below, as assigned by PREB as Tranche 2 concludes and Tranche 3 RFP progresses, in addition to the Tranche 3 task and responsibilities presently being performed by the Contractor. The Contractor acknowledges that responsibilities will include the following contracted services, ("Services"):

- Work with PREB, PREPA and LUMA to establish the parameters for each Tranche;
- Manage the RFP Documents for stakeholder comments and review by PREB;
- Provide the website through which all aspects of the receipt of all proposals;
- Design and deploy an online proposal form for the receipt of all proposals;
- Draft the RFP, PPOA, ESSA and other documents, as requested by PREB and provide advice on the same;
- Manage and monitor all communications between Proponents and PREPA and/or LUMA prior to the execution of contracts of each Tranche, via the website;



- Conduct stakeholder sessions during each Tranche;
- Provide the independent point of contact for Proponents and stakeholders;
- Conduct comment process for draft RFP documents. Coordinate production of final non-negotiable RFP documents with PREB;
- Maintain an online messaging and file system for data provided to and by LUMA, PREB, and PREPA;
- Provide a separate website for use by the Selection Committee;
- Provide a separate website for use by LUMA during the evaluation phase;
- Provide recommendations re RFP scope and process for each Tranche;
- Conduct the RFP designed by PREB, for the technologies & products approved by PREB;
- Receive and manage proposal fees and other fees as directed by PREB, and release and/or direct those fees as instructed by PREB;
- Based on the PREB design, determine whether proposals conform to the requirements established by PREB, and provide an opportunity for non-conforming proposals to be cured;
- Provide reports to PREB and the Selection Committee regarding the readiness of proposed projects to meet the in-service requirements established by PREB;
- Rank proposals on a \$/MWh basis and provide the results to the Evaluation Committee;
- Re-rank proposals after the refreshing of proposals and provide the results to the Evaluation Committee; and
- If requested by PREB, the Contractor will participate in contract discussions between Proponents and PREPA. It is the Contractor understanding that PREB intends to use a non-negotiable contract so that all Proponents know before bidding the terms and conditions, so that there are no individually negotiated contracts.
- Prepare reports for PREB during process; such reports will include:
 - a. The Contractor due diligence in its initial review of bids for conformity and Completeness.
 - b. The Contractor ranking of conforming bids by \$/MWh basis.
 - c. The Contractor re-ranking of proposal.
- Prepare a report at the end of each Tranche reviewing the procedures used, the results of the respective Tranche, and recommendations for improvements. The reports will include:
 - a. Independent evaluation of conformity and ranking of proposals.
 - b. Assessment of RFP design, documents, Proponent response.
 - c. Assessment of Proponent issues and utility response.
 - d. Assessment of transparency and utility responsiveness.
 - e. Assessment of discussions with finalists and whether the same terms were used for all contracts.



- Where appropriate, assist PREB staff in preparing reports and orders.
- Provide advice to PREB during discussions with interested parties, including but not limited to the US Department of Energy, the Congress of the United States, FOMB, other governmental entities of Puerto Rico and the government of the United States.

---After the conclusion of each Tranche, the Contractor would be available to provide testimony and responses to discovery requests, if requested to do so by PREB. This activity would be considered beyond the scope of the engagement and would be charged to PREB by the Contractor at the Contractor regular hourly rates.

---The Contractor will conduct the solicitations using the Accion Group Procurement Platform, a 100% paperless approach to conducting RFPs, which consists of a solicitation website customized to PREB's requirements and that will solicit and only accept proposals tailored to system needs and PREB's requirements. This approach eliminates receipt of extraneous data and confusing presentations while guiding Proponents to submit conforming proposals. It also eliminates the need for direct contact between the utility, T&D operator and Proponents. An overview was previously provided to PREB and approved for use in the RFP.

---If any discrepancy arises between the Proposal and this Agreement, the terms and conditions stated in this Agreement shall prevail.

---**SECOND:** The Contractor agrees to provide the Services to the PSRB, in accordance with the provisions of this Agreement. If the Contractor is unable to perform any service, it shall so inform the PSRB within a reasonable period of time, which shall not exceed ten (10) days.

---For audit and billing purposes, it is expressly agreed that the Contractor may conduct the Services herein described during any day of the week, including Saturdays, Sundays and/or holidays.

---**THIRD: AUTHORIZATION OF SERVICES.** The Contractor shall perform the Contracted Services for the benefit of the PSRB as requested by the President of the PSRB, or his authorized representative. The Contractor shall provide the Contracted Services in coordination and in close communication with the person designated by the PSRB for such purposes. The Contractor acknowledges and agrees that no service provided by the Contractor that has not been requested by the President of the PSRB or his authorized representative, will be payable. The Contractor shall not use the facilities, materials, equipment, or any other property of the PSRB for matters outside the obligations entered into in this Agreement.

---**FOURTH: TERM.** This Agreement will be effective from July 1, 2023, and will be in full force and effect until June 30, 2024. The Parties may amend this Agreement to extend its Term, amend the scope of the Services and/or increase or decrease its amount by granting a written amendment duly authorized and signed by the Contractor's authorized representative and the President of the PSRB, or the designated person. The Contractor shall give advance notice of the need to increase the amount so that the PSRB, through its President or designated person, can carry out the pertinent procedures to grant the amendment. No services will be provided until



such amendment is signed by the Parties and has been registered with the Office of the Comptroller of Puerto Rico.

---**FIFTH: AMOUNT.** The total maximum amount to be paid by the PSRB will not exceed **ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000)**, during the Term of this Agreement.

---If the Contractor determines that services provided would exceed said maximum contract amount, it must obtain written authorization from the PREB if, to conduct the work assigned and necessary to exceed the amount. In such instance, the PREB will coordinate with the PSRB the authorization of an increase in the approved budget. The PSRB will pay no amount over the maximum amount authorized for this Contract, unless the corresponding increase is authorized, and the amendment to the Contract is duly executed and registered at the Office of the Comptroller of Puerto Rico.

---The fractions of hours worked by the Contractor shall be rounded to a ratio of every quarter (.25) of an hour, or every fifteen (15) minutes. The Contractor will invoice, and the PSRB will pay, for the fractions of hours worked by the Contractor under the schedule provided in the following table:

HOURLY RATE

Individual JobTitle	Rate (\$/Hour)
President	\$325
Vice President	\$325
Senior Consultant	\$325
Consultant 1	\$300
Consultant 2	\$275
Analyst	\$200

---**SIXTH: BUDGET ITEM.** The disbursements made by the PSRB, for the services rendered under this Contract, will be paid from the account number: **E-1290-006-030-053056**. The Contractor authorizes the PSRB Finance Department to electronically deposit any sum owed into the Contractor's bank account. Disbursements for services rendered and invoiced under this contract will always be subject to the availability of appropriated and duly certified funds.

---**SEVENTH: INVOICES.** During the first ten (10) days of each month, the Contracted Party must submit to the PREB, a signed invoice, with the date of its submittal, describing and detailing the services rendered and/or matters handled, and the hours (or fractions of hours) devoted thereto, in the prior calendar month. All invoices must be presented in a detailed, specific and itemized manner. The Contracted Party must also certify that the invoice is correct, that the services listed have not been billed or paid before and that, therefore, it refers to an outstanding payment by the PSRB. The PSRB will review the correctness of the invoices, and if it finds them to be proper, will approve them and process them for payment. Before processing the payment of an invoice, PSRB must certify that the services were duly rendered and performed in a satisfactory manner. The PSRB reserves the right to review the accuracy and reasonableness of the invoices, and to



perform any audits it deems necessary.

---The PSRB states, and the Contractor acknowledges and accepts, that it will not honor for payment invoices submitted after one hundred and twenty (120) days of having rendered the services. This condition is central to this Agreement and the Contractor acknowledges and accepts it.

---In case of any overpayment or any error related to electronic payment, the Contractor authorizes the PSRB to electronically charge the bank account to correct the error.

---**EIGHTH: CERTIFICATION OF SERVICES.** The Contractor shall also certify that the invoice is correct, that the services described and broken down therein have not been invoiced or previously paid and that it is therefore pending payment by the PSRB. Before processing the payment of the invoice, the President or his authorized representative shall certify that the services were, in fact, rendered and performed satisfactorily. The PSRB reserves the right to review the correctness and reasonableness of invoices and to carry out the audits it deems necessary. The PSRB will not reimburse the Contractor for any expenses incurred in connection with the services provided under this Agreement.

---**NINTH: DETAIL OF INVOICES.** In each of its invoices, the Contractor shall specify (i) date (ii) hours worked, (iii) a detailed description of the work performed with the applicable rates and costs; (iv) evidence of the work performed, (v) the balance sheet, if any, that you have accumulated up to that month; and (vi) the balance sheet that is available to you to provide services to the PSRB, taking into consideration the limits set forth in clause FIFTH of this Agreement.

---**TENTH: CERTIFICATION OF INVOICES.** All invoices must include the following certification signed by the Contractor, or an authorized person on their behalf, regarding the absence of any interest in the profits or benefits of this Agreement by employees of the PSRB, it being understood that if this certification is not contained, the invoice will not be processed. This certification shall read as follows:

"Under penalty of absolute nullity, I certify that no public servant of the PSRB or any of its components (OIPC, NET, NEPR or NTSP) is a party to or has any interest in the profits or benefits resulting from the Contract object of this invoice and, if he is a party or has an interest in the profits or benefits resulting from the Contract, has mediated a prior dispensation. The only consideration for supplying the goods or services subject to the Contract has been the payment agreed with the PSRB. The amount of this invoice is fair and correct. Services have been rendered and have not been paid."

---Fulfillment with the requirements of this clause will delay the payment process, until the invoice is signed and certified.

---**ELEVENTH: REVIEW OF INVOICES.** The PSRB will examine the invoices and find them correct, approve them and send them for payment. The PSRB reserves the right to review the invoices and adjust them if deemed necessary, through the following procedure: If in the process of reviewing the invoices the PSRB disputes a charge in good faith, the PSRB may withhold payment



of that charge, but will not withhold payment of the rest of the invoice that has not been disputed. PSRB shall provide the Contractor with written notice within 30 days of the date of filing. Such notice shall contain an explanation of the reasons why each charge is disputed. The Contractor shall in turn submit in writing a satisfactory explanation to sustain the charges objected to by the PSRB or to conform to the disputed charge. The Parties shall cooperate with each other to promptly resolve any dispute over charges.

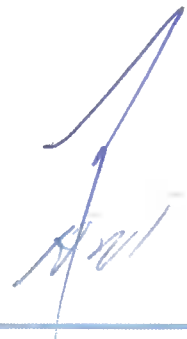
---**TWELFTH: LAST INVOICE AND PAYMENT.** Along with Contractor's last invoice, the Contractor will deliver a Debt Certification from the Department of the Treasury (Form SC 6096). The Contractor undertakes to settle any debt that cannot be clarified with the Department of the Treasury through the withholding mechanism on payments to which the Contractor is entitled to receive under this Agreement.

---The Contractor expressly acknowledges that the last payment to be made under this Agreement will only be delivered if the Debt Certification issued indicates that the Contractor has no outstanding debt with the Department of Treasury. If it arises from the Debt Certification presented by the Contractor that it has any type of contributory debt and is not covered by a payment plan, the PSRB will retain from the income generated by this Contract the corresponding amount to cancel said debt. The Contractor's refusal to comply with this clause shall constitute sufficient cause for PSRB to terminate this Agreement immediately without prior notice.

---**THIRTEENTH: TERMINATION FOR CONVENIENCE.** Either Party may terminate this Agreement if the party interested in the termination so notifies the other party in writing at least thirty (30) calendar days prior to the date on which the requested termination is intended to become effective. The rights, duties and responsibilities of the Parties shall continue in full force and effect until the terminations date. The Contractor shall not be entitled to any additional compensation except as accrued under this Agreement until the date of termination. In the event that the Contractor has not commenced services under this Agreement, the PSRB may terminate the Same by written notice to the Contractor at any time.

---**FOURTEENTH: TERMINATION FOR CAUSE.** PSRB may immediately suspend and terminate the effects of this Agreement, without prior notice, in any of the following circumstances, in addition to those set forth in other provisions of this Agreement:

1. In the event of the Contractor's negligence, abandonment of its duties, improper conduct or its breach of any of the terms, clauses or conditions of this Agreement.
2. If the Contractor incurs in any act or omission in contravention of the law, morality or public order; or the Contractor's failure to comply with ethical or professional standards, or negligence or unlawful conduct including, without limitation, conviction by a Puerto Rico court or a federal court of the United States of America under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, as amended and known as the " Office of Government Ethics of Puerto Rico Act" or any of the crimes included in the Articles 250 to 266 of Act No. 146-2012, as amended and known as the "Criminal Code of Puerto Rico" ("Act No. 146-2012"), any of the crimes typified in Act No. 2-2018 known as the "Anti-Corruption Code for the New



Puerto Rico" ("Act No. 22018"), or any other crime involving the improper use of funds or public property including, but not limited to, the crimes mentioned in Article 6.8 of Act No. 8-2017, as amended and known as the "Administration and Transformation of Human Resources in the Government of Puerto Rico Act" ("Act No. 8-2017").

3. If the Contractor is convicted of any of the crimes mentioned in Article 3.4 of Act No. 2-2018, as amended, or any crime against the treasury, faith or public function, or involving funds or public property, whether in federal jurisdiction, in any state jurisdiction of the United States of America or in Puerto Rico; or if the PSRB becomes aware that the Contractor was disqualified from contracting with the Government of Puerto Rico for any of the reasons established by law.
4. If the Contractor or any of its officers or employees is convicted or admits guilt for any serious or less serious offense the outcome of which directly or indirectly affects its full compliance with the terms and obligations of this Agreement.
5. When weather conditions prevent the fulfillment of the contracted services.
6. If any employee or authorized representative of the Contractor engages in conduct constituting sexual harassment against employees, officers or visitors of the PSRB.

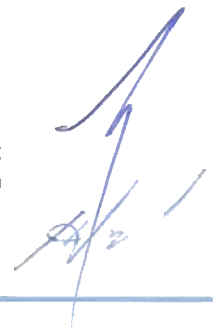
---**FIFTEENTH: REGISTRATION**. No benefit or consideration covered by this Contract may be required until it has been registered with the Comptroller's Office, in accordance with the provisions of Act No. 18 of 30 October 1975, as amended.

---**SIXTEENTH: ETHICAL STANDARDS**. The Contractor certifies that he knows and will abide to the ethical standards of his profession and assumes sole responsibility for his actions.

---**SEVENTEENTH: WAIVER**. The Contractor certifies that it has no legal obligation to obtain any waiver or authorization prior to the granting of this Agreement in accordance with applicable laws and regulations. In addition, it certifies that none of the provisions of Act. 1-2012, as amended, prohibits the granting of this Contract.

---**EIGHTEENTH: INTEREST OF THE PARTIES**. The Parties declare that, to the best of their knowledge, no official or employee of PSRB or any of its agencies, instrumentalities, public corporations or municipalities, or employee of the Legislative and Judicial Branches of the Government of Puerto Rico has any direct or indirect pecuniary interest in this Agreement or any other type of interest that adversely affects it. The Parties further acknowledge that no public official or employee is a party to or has any interest in the profits or benefits produced by this Agreement and that no public official or employee of the PSRB with the power to approve or authorize Contracts on behalf of the PSRB, or any member of its family unit, has or has had direct or indirect economic interests with the Contractor during the last four (4) years prior to that such public official or employee held the position.

---**NINETEENTH: UNDUE PAYMENT**. The Contractor certifies that it did not offer or pay, directly or indirectly, commissions, referrals, contracts, or any other provision with economic value, to a third party as a condition of obtaining this Contract or to in any way influence the granting of this Contract. In addition, the Contractor certifies that it will not pay any commission, make referrals,



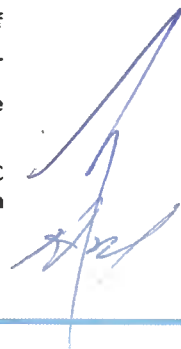
grant Contracts or provide any other provision with economic value, to a third party for the services to be provided under this Agreement, except for subcontracting authorized by the PSRB in accordance with the provisions of this Agreement.

---**TWENTIETH: CONFLICTS OF INTEREST**. The PSRB and the Contractor certify that they are not and will not enter into business or actions that result in a conflict of interest. The Contractor certifies that it does not have any Contract whose nature may conflict with the services to be provided to the PSRB and undertakes not to accept them during the term of this Agreement. If either Party has reason to believe that the Contractor's acceptance of a particular Contract, with a public or private entity, would conflict with this Agreement, it shall immediately notify the other party to take the necessary steps to safeguard the best public and party interests.

---**TWENTY-FIRST: CRIMES AGAINST THE TREASURY OR THE PUBLIC FUNCTION**. The Contractor certifies that he has not been convicted or charged, in state or federal jurisdiction, for any of the crimes mentioned in Article 3.4 of Act No. 2-2018 or for crimes against the treasury, faith or public function, or that are related to public property or funds, whether state or federal.

---**TWENTY-SECOND: CERTIFICATION ON CONVICTIONS**. The Contractor certifies that at the time of entering into this Agreement neither he nor any of its directors, officers, shareholders, employees or affiliates of the corporation or person performing equivalent functions, has been convicted, nor has he pleaded guilty in the court of Puerto Rico or a federal court of the United States of America under Articles 4.2, 4.3 or 5.7 of Act No. 12012, any of the crimes included in Articles 250 to 266 of Act No. 146-2012, any of the crimes typified in Article 4.3 of Act No. 22018 or any other crime involving the improper use of funds or public property including, but not limited to, the crimes mentioned in Article 6.8 of Act No. 8-2017. The Contractor further certifies that he or she, nor its members, are aware that they are the subject of investigation in a civil or criminal proceeding in the federal or state forum for acts related to a crime against the treasury, faith or public function or involving funds or public property. PSRB shall have the right to terminate this Agreement in the event that the Contractor is convicted by a court of Puerto Rico or a federal court of the United States of America. The Contractor accepts and acknowledges that conviction or guilt for any such offense will entail, in addition to any other penalties, the automatic termination of all contracts in force at that date between the convicted or guilty person and any agency or instrumentality of the State Government, public corporations, municipalities, the Legislative Branch or the Judicial Branch. In addition to the termination of the Agreement, the government shall have the right to demand the return of the services it has performed in relation to the Contract, or the contracts directly affected by the PSRB of the crime.

---**TWENTY-THIRD: DUTY TO INFORM**. The Contractor acknowledges and accepts its duty to report continuously, during the term of the Agreement, any fact that relates to the conduct of any investigation against it, or against any of its officers or employees, of a crime or any fact that relates to the commission of any of the crimes that disqualify it from hiring under Article 3.4 of Act No. 2-2018, as amended, or any crime against the treasury, faith or public function or involving funds or public property, whether in federal jurisdiction, in any state jurisdiction of the



United States of America or in Puerto Rico. In addition, you state that you are clear about your duty to inform the PSRB of any situation that occurs during all stages of this contract and during the execution of this Contract that is related to the aforementioned crimes.

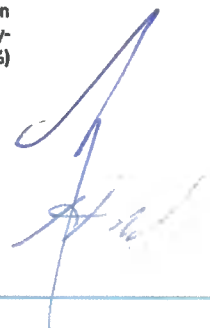
---**TWENTY-FOURTH: UNDUE COMPENSATION.** The Contractor certifies that it nor any of its directors, officers, shareholders or employees, is an official or employee of the Government of Puerto Rico or any of its agencies or instrumentalities, for which none receives any payment or compensation from another public entity for regular services rendered as a public official or employee or under appointment to another agency, public corporation or municipality of Puerto Rico. The Contractor further certifies that at the date of this Contract does not occupy a regular, irregular, transitory or trusted position in any of the instrumentalities of the Government of Puerto Rico and that it does not receive payment or compensation for regular services under appointment or professional services contracts with an agency of the Government of Puerto Rico, except those authorized by law.

---**TWENTY-FIFTH: WITHHOLDINGS AND CONTRIBUTIONS.** The Contractor shall be responsible for the payment of Federal Social Security and income taxes of any applicable amount as a result of income received under this Agreement. The Contractor will not be subject to withholding or discounting its fees for the payment of Federal Social Security, so it will be responsible for submitting its forms to the Federal Internal Revenue Bureau and Treasury Department and paying the corresponding contributions to the Federal Social Security. Contractor is an Independent Contractor and, as such, acknowledges and agrees that it is solely responsible for any and all taxes, contributions, penalties, interest, licenses, duties or other sums payable in connection with fees paid pursuant to this Agreement, including, but not limited to, any state, local and federal taxes, withholding taxes, excise taxes, sales and use taxes, payroll taxes, municipal taxes and any other applicable taxes under the tax laws of Puerto Rico, the United States of America or any other jurisdiction, as such laws are amended from time to time.

---**TWENTY-SIXTH: EXEMPTION AND SPECIAL RETENTION.** The PSRB shall notify the Revenue Contribution Bureau of the amounts paid to the Contractor under this Agreement. Unless the Contractor submits to PSRB an exemption or exemption certificate issued by the Department of the Treasury, the Parties agree that PSRB will retain and remit to the Department of the Treasury all amounts required to be withheld pursuant to the Puerto Rico Internal Revenue Code of 2011¹, as amended from time to time, and any other taxes that must be withheld under applicable laws, as amended from time to time.

---In addition, where applicable, the PSRB will withhold the special contribution of one point five percent (1.5%) of the amounts paid under this Agreement as required by Law No. 48-2013, as amended, and will remit such withholdings to the Treasury Department. The PSRB will also notify

¹ Article 59 of Act No. 257-2018 amended Section 1062.03 of the Puerto Rico Internal Revenue Code of 2011 (Code) to increase from seven percent (7%) to ten percent (10%) the withholding on payments made as of January 1, 2019. In addition, Section 1062.08 of the Code provides in the cases of non-resident individuals that an amount equal to twenty-nine percent (29%) of them will be withheld if the individual is a foreigner and an amount equal to twenty percent (20%) if the individual is a citizen of the United States. (See Circular Letter 1300-11-14 of the Department of the Treasury)



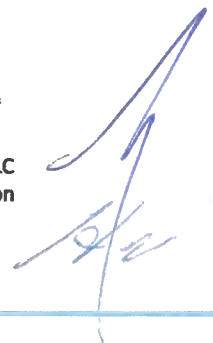
the Treasury Department of all payments and refunds made to the Contractor.²

---**TWENTY-SEVENTH: TAX CERTIFICATIONS.** The Contractor certifies and guarantees that at the time of signing this Contract it has submitted its income tax return during the five (5) years prior to its granting. The Contractor further certifies and warrants that it does not owe contributions to the Government of Puerto Rico for income tax, property tax, unemployment insurance, temporary disability, social security for drivers or ASUME. For the purposes of this Agreement, a tax debt shall be understood as any debt that the Contractor has with the Government of Puerto Rico, for contributions on income, property taxes, including any imposition of a special nature, license fees, contributions withheld at the origin in the payment of salaries and professional services, in the payment of interest, dividends, income to individuals, on corporations and non-resident companies and in the payment of interest, dividends and other distributions of profits to residents, payments for unemployment insurance, temporary disability or social security for drivers and ASUME. If you have not submitted forms in any of the last five contributory years, the Contractor certifies by affidavit the reasons why you were not required by law to submit the income tax return for the year or years in question; and that it does not owe contributions to the Government of Puerto Rico, or that it is covered by a payment plan with whose terms and conditions it is complying. Such payment plan shall be made and paid in full during the term of this Agreement. If you have any contributory debt, the Contractor accepts and acknowledges that, if you fail to comply with the payment plan agreed with the Department of Finance, said debt will be canceled by withholding from the payments you are entitled to receive. If you have any contributory debt and are not covered by a payment plan, the Contractor undertakes to cancel said debt through the retention by the PSRB.

---The Contractor acknowledges that, if any of the debt certifications reflect that the Contractor has any contributory debt, but it is in the process of review or adjustment, the Contractor will record this fact in writing, certifying that, if the review or adjustment does not proceed, it undertakes to settle the debt by withholding the payments to which it is entitled to receive under this Agreement. The Contractor must also submit a certification from the relevant government agency for this purpose. This requirement is essential to grant this Agreement. The Contractor shall report quarterly (i.e. March 31, June 30, September 30 and December 31) the progress or denial of review or adjustment by the government agency.

---**TWENTY-EIGHTH: COMPLIANCE WITH GOVERNMENT PROCUREMENT LAWS.** In accordance with the provisions of Law No. 73-2019, a Certificate, (RUL or RUP, as applicable), issued by the ASG serves as evidence of compliance with the documentation requirements necessary for contracting with the agencies and entities of the Government of Puerto Rico, particularly those provided for in Act No. 237-2004, as amended, which establishes the uniform requirements for contracting professional and advisory services for agencies and entities Government of Puerto

² Under Act No. 48-2013, everything contract for professional, advisory, advertising, training or guidance services, granted by an agency, agency or instrumentality of the Government of Puerto Rico, public corporation, as well as the Legislative Branch and the Judicial Branch, a special contribution equivalent to 1.5% of the total amount of said CONTRACT, which shall be allocated to the General Fund.



Rico, Circular Letter No. 1300-16-16 issued by the Department of the Treasury on January 22, 2016, as amended and the affidavit signed before a notary public required under Article 3.3. of Act No. 2-2018. The Certificate issued by the ASG serves as evidence that a Contractor complied with the documentation and requirements established and eligible for the award of a Professional Services Contract and/or is eligible for the award of auctions, purchases under Contract and issuance of purchase orders during its term of validity.

---**TWENTY-NINTH: ASUME.** The Contractor certifies and guarantees that at the time of signing this Contract it has no case or debt for child support through ASUME or, if applicable, is in compliance with its obligations as an employer under ASUME, and that it complies with any payroll retention obligation required by ASUME. Failure to comply with this condition constitutes a violation of this clause and will give rise to the remedies provided in this Agreement.

---**THIRTIETH: CERTIFICATION ACT 168-2000.** The Contractor certifies and guarantees that at the time of signing this Contract it is in compliance with Act No. 168-2000, as amended, better known as "Law for the Strengthening of Family Support and Sustenance of Elderly Persons", and that, if it has any obligation by judicial or administrative order to make any economic contribution or comply with any obligation under the aforementioned Law, is in compliance with such obligations. You further understand and acknowledge that providing false information on this matter will result in the automatic termination of this Agreement.

---**THIRTY-FIRST: CONTRACTORS CODE OF ETHICS.** The Contractor undertakes to faithfully comply with the provisions of the "Code of Ethics for Contractors, Suppliers, and Applicants for Economic Incentives of the Government of Puerto Rico," contained in Title III of Act No. 2-2018, as amended, known as the "Anti-Corruption Code for The New Puerto Rico," and Act 1-2012, as amended, known as the "Office of Government Ethics of Puerto Rico Act". This is a requirement that is essential to contract with the Government and to grant this Contract, in accordance with Article 3.3 of Act No. 2-2018, as amended. The Contractor certifies that it received a copy of Act No. 2-2018, Title III of which establishes the Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Government of Puerto Rico, and the Office of Government Ethics of Puerto Rico Act, as amended, and undertakes to comply with the provisions of both laws.

---**THIRTY-SECOND: FINANCIAL OVERSIGHT AND MANAGEMENT BOARD CERTIFICATION.** The Parties acknowledge that the Contractor has submitted to the PSRB the certification entitled "Contractor Certification" required by the Contract Review Policy adopted by the Fiscal Oversight Board Financial Administration for Puerto Rico on November 6, 2017, as amended. A copy of the "Contractor Certification" document is included as **Exhibit 2** to this Agreement. The Contractor represents and warrants that the information contained in such certification is complete, accurate and correct, and that any misrepresentation, inaccuracy or falsity in such certification will void this Agreement and the Contractor shall have the obligation to immediately reimburse PSRB for any amount, payment or benefit received hereunder.



---**THIRTY-THIRD: INFORMATION OWNED BY PSRB**. Any document made between the Parties during the course of an assignment, as well as any document submitted or issued by the Parties in connection with such task, and any correspondence, reports, investigations, information or material relevant thereto obtained or exchanged as a result of the services provided by the Contractor shall be the exclusive property of PSRB and may not be used for any other purpose without the prior written consent of PSRB. Any material produced and performed under the terms of this Agreement shall be delivered or returned to PSRB without PSRB being obligated to pay any additional remuneration for such materials.

---With the endorsement of the PSRB, the Contractor may provide these materials to persons who need to know such information in order to comply with their obligations under this Agreement, having in any case to instruct them on the confidential nature of such information and require them to protect the confidentiality of the information provided. The Contractor shall send the materials to the PSRB without retaining a copy thereof, if the PSRB so requests in writing.

---**THIRTY-FOURTH: ACCESS AND RETENTION OF DOCUMENTS**. The PSRB or any of its authorized officers shall have access to any document, paper or record of the Contractor that is directly or indirectly related to this Contract for the purposes of auditing, monitoring or investigation, at no cost to the treasury. The Contractor will keep in its files and in a safe place the invoices, drives, vouchers, checks, payment records or any other document that evidences the accrued fees and expenses incurred under this Contract for a term not less than six (6) years or until an intervention is made by the Office of the Comptroller of Puerto Rico, whichever comes first.

---**THIRTY-FIFTH: ASSIGNMENT (NON-ASSIGNABILITY)**. Contractor shall not transfer or assign any of its rights under this Agreement without prior written consent of the PSRB. Any such transfer or assignment without PSRB written consent shall be void and no force and effect; provided further that if any said transfer occurs without PSRB consent, PSRB may terminate this Agreement immediately.

---**THIRTY-SIXTH: SUBCONTRACTING**. The Contractor may not subcontract the services subject to this Contract, nor hire experts or other persons or entities in order to comply with the services with which the Contractor was bound without prior written authorization from the PSRB. The request to hire a third party must specify the matters or cases in which the third party would intervene. Fees payable to such subcontracted third parties shall be deducted from the maximum amount the Contractor may collect under this Agreement.

---**THIRTY-SEVENTH: CONFIDENTIALITY**. The Contractor undertakes to maintain in strict confidentiality all information obtained by reason of the services provided under this Agreement, in the event that such information is not previously known by him or her, is not public knowledge, or is provided by third parties who are not obliged to keep such information confidential.

---Under Act No. 243-2006, Public Policy Act on the Use of the Social Security Number as Identification Verification", the PSRB undertakes not to disseminate, display or disclose the Federal Social Security number used for the identification of the Contractor for other purposes not permitted by law and to render it illegible, in the event that a copy of this Agreement is



provided to any natural or legal person.

---The Contractor certifies that it understands that all information collected as a result of its work, during the term of this Agreement, including billing information, will be the property of the PSRB and of a confidential nature. By virtue of this, the total or partial reproduction, disclosure or distribution of such information by any means, whether verbal, written or electronic, to any person, firm or organization or third party, without prior authorization of the PSRB, is prohibited. Violation of this confidentiality clause will result in the immediate termination of the Agreement, without this meaning that the right of the PSRB to exercise the corresponding legal action is waived.

---**THIRTY-EIGHTH: INDEMNITY.** Contractor shall indemnify, defend and hold harmless the PSRB, its subsidiaries, affiliates, member, directors, officers, managers, employees, agents, representatives, licensees, assignees and the Government of Puerto Rico, (the "Indemnified Parties"), from and against all losses, causes of action, claims, demands, losses, damages, liabilities, fines, costs and expenses of any nature whatsoever, (including attorneys' fees) that the Indemnified Parties may incur, suffer or be required to pay arising from, in connection with, or relating to (i) any acts or omissions by the Contractor, its officers, director, employees, agents, or contractors, (ii) non-fulfillment or breach by the Contractor of any representations, warranties, covenants and/or any other obligations and/or dispositions contained in this Agreement, (iii) Contractor's business or activity, (iv) the infringement or alleged infringement of any rights of third parties, or (v) Contractor's or its officers directors, employees, agents or contractor's failure to comply with any law, rule or regulation. The PSRB may withhold any payment to the Contractor to compensate it for the damages suffered. The provisions of this paragraph Thirty Eighth shall survive cancellation, termination or expiration of this Agreement.

---**THIRTY-NINTH: WORKERS COMPENSATION POLICY.** The Contractor certifies that it has in force workers compensation insurance policy issued by the State Insurance Corporation, as established by Act No. 45 of April 18, 1945, known as the Compensation System for Accidents at Work Act, as amended and recognizes that said policy must be in force during the term of this Contract.

---**FORTIETH: NOTICES.** Any notice or other communication required or permitted under this Agreement shall be in writing and shall be delivered by hand by courier or sent by facsimile or by registered mail with acknowledgement of receipt to the addresses listed below:

Public Service Regulatory Board
Attn: Edison Avilés Deliz, Esq.

Accion Group, LLC
Attn: Harold T. Judd

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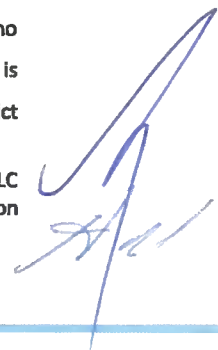
---A notification or communication shall be deemed delivered (i) on the date of delivery, where the shipment is by courier; (ii) on the date of dispatch by email, provided that there is a document confirming that the email was duly transmitted; or (iii) on the date the acknowledgment of receipt is signed, the delivery is rejected, or the postal service authorities indicate that they cannot complete the delivery, as the case may be, when the shipment is made by mail.

---The parties, or their successors or assigns may notify a change of address by sending written notice ten (10) days prior to the effective date of the change of address.

---**FORTY-FIRST: SINGLE REGISTRATION.** In compliance with the provisions of Act No. 73-2019, the Contractor has submitted, prior to the granting of this Contract, a Certificate of Eligibility (RUL) or a Single Certificate of Suppliers (RUP), as applicable, in accordance with the services that the Contractor will be providing to the PSRB, ("Certificate"), which was issued on **February 7, 2023** by the General Services Administration ("ASG") with the certification number **202322558** whose expiration date is **February 7, 2024**. The Contractor undertakes to keep its Certificate up to date and expressly acknowledges that compliance with the aforementioned certifications constitutes an essential condition of this Agreement.

---**FORTY-SECOND: RECORD OF SERVICES; REPORTS.** The Contractor shall maintain a record of the services required or requested by the President of the PSRB, or by the authorized representative who required or requested the service, and of the services provided by the Contractor. The Contractor shall produce such records to the PSRB, if required. It will also submit any other reports that are required by the PSRB, regarding the procedures carried out under this Agreement, this without entailing any additional cost to the PSRB.

---**FORTY-THIRD: DUTY OF LOYALTY.** The Contractor acknowledges that in the discharge of its duties and functions it has a duty of complete loyalty to the PSRB, including not having adverse interests or incurring conflicts of interest affecting the PSRB or any of its components. These adverse interests include representing clients who have or may have conflicting interests with the PSRB. The duty of loyalty also includes the ongoing obligation to disclose to PSRB all the circumstances of its relationships with customers and third parties and any interest that could affect PSRB or any of its components at the time of granting the Contract or during its term. The term "conflict of interest" includes the provision of services to clients who have or may have conflicting interests with the PSRB or any of its components. Among other circumstances, the Contractor incurs a conflict of interest when, for the benefit of a client, it has the duty to promote what it must in turn oppose in order to fulfill its duties or obligations towards another previous, current or potential client. Likewise, a conflict of interest is incurred when defined by the ethical standards applicable to your profession, or the applicable laws and regulations of the Government of Puerto Rico. The Contractor certifies that it is not currently aware of any relationship that would create a conflict of interest with the PSRB or those parties with an interest of which the PSRB has brought the Contractor to the attention. The Parties acknowledge that no public official or employee of the PSRB with the power to execute or authorize this Agreement is aware that the Contractor represents particular interests in cases or matters involving a conflict



of interest or public policy between the PSRB and the particular interests represented by the Contractor. If such conflicting interests arise after the performance of this Agreement, the Contractor shall notify PSRB immediately.

---**FORTY-FOURTH: AVAILABILITY OF FUNDS.** The Contractor expressly acknowledges that this Agreement will be terminated, with no right other than to collect for any work has already been completed and delivered to the PSRB, in the event that there is no allocation of funds for the payment of the contracted services or for reason of the approval of an Executive Order or other similar legislation for the termination of the Contract, given the fiscal emergency.

---**FORTY-FIFTH: INTERAGENCY SERVICES CLAUSE.** In those cases that apply in accordance with the provisions of Circular Letter No. 001-2021 issued on May 11, 2021, by the Office of Management and Budget, the Contracting Parties recognize and agree that the Contracted Services may be provided to any entity of the Executive Branch with which the contracting entity makes an interagency agreement or by direct disposition of the Chief of Staff. These services will be performed under the same terms and conditions regarding working hours and compensation set forth in this Agreement. For purposes of this clause, the term "Executive Branch entity" includes all agencies of the Government of Puerto Rico, as well as public corporations and instrumentalities and the Governor's Office.

---**FORTY-SIXTH: TERMINATION BY THE CHIEF OF STAFF.** In those cases that apply in accordance with the provisions of Circular Letter No. 001-2021 issued on May 11, 2021, by the Office of Management and Budget, the Parties recognize that the Office of the Chief of Staff will have the power to terminate this Agreement at any time.

---**FORTY-SEVENTH: GOVERNING LAW AND CHOICE OF FORUM.** The Parties mutually acknowledge and agree that this Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Puerto Rico. Furthermore, Parties mutually consent and submit to the exclusive jurisdiction of the state courts located in the Commonwealth of Puerto Rico and any action or suit concerning this Agreement or related matters shall only be brought by the Parties before State Court of the Commonwealth of Puerto Rico, excluding all other possible forums, specifically the United States District Court for the District of Puerto Rico.

---**FORTY-EIGHTH: ENTIRE AGREEMENT; AMENDMENTS.** This Agreement and its Exhibits constitute the entire Agreement between the Parties. The Parties may amend this Agreement at any time during its term, but no amendment shall be valid unless made in writing and duly signed by the Parties.

---**FORTY-NINTH: SEVERABILITY.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Moreover, in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this



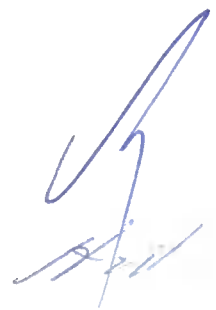
Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. Provided, however, that if a clause declared null, illegal or unenforceable is essential to this Agreement, and the nullity, illegality or unenforceability of such clause precludes proper compliance with the other clauses of this Agreement, then the parties may negotiate in good faith new clauses satisfactory to both or, by determination of competent authority, this Agreement may be terminated.

---**FIFTIETH: CUMULATIVE RIGHTS.** The rights and remedies, under this Agreement, shall be cumulative to any right or remedy provided by law and the exercise of any right or remedy shall not be construed as a waiver of the exercise of any other right or remedy granted under the provisions of this Agreement or by law.

---The express or implied waiver of rights or remedies under a specific provision of this Agreement shall not be construed as a waiver of rights or remedies under such provision at any other time or under any other provision of this Agreement, or of those rights or remedies granted by law. Failure to act with respect to your breach of the obligations, conditions, terms, contracts, representations, warranties or certifications of this Agreement shall not be construed as a waiver of the right to take action with respect to such breach or any subsequent breach.

---Payment by PSRB to contractor under this Agreement shall not be construed as a waiver of any rights arising out of this Agreement and Contractor shall remain liable to JSRP for any damages incurred by Contractor as a result of its breach or non-observance of any term, covenant or agreement contained in this Agreement in respect of which it is obliged to perform or observe.

---**FIFTY-FIRST: INDEPENDENT CONTRACTOR.** The relationship between the PSRB and the Contractor under this Agreement is one of independent contractor. Nothing in this Agreement shall be interpreted as the creation of an employer/employee, joint venture or principal/agent relationship between PSRB and the Contractor. The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in connection with the performance of the Services, and shall prescribe and control the means and methods of doing such Services. All persons employed by the Contractor in regard to the performance of any such Services shall be employees of the Contractor, as said term is commonly understood in opposition to independent contractor, and neither the Contractor nor any of such employees shall be deemed to be employees of the PSRB for any purpose whatsoever, the Contractor being and at all times acting as an independent contractor to PSRB. The Contractor shall be responsible for paying all salaries, bonuses, expenses and benefits to its employees, as well as for withholding and/or paying any and all taxes, Social Security, Unemployment Compensation, State Insurance Fund Premiums, Disability Insurance, Chauffeurs Social Security, overtime, holiday time wages and/or any other taxes or contribution that may be required under the applicable laws and/or regulations. The Contractor will indemnify PSRB for any claims brought by any individual, employee, government agency, or other party, against PSRB arising out of any adjudicated failure of the Contractor to comply with this paragraph.



--- FIFTY-SECOND: **NO DISCRIMINATION**. The Contractor undertakes not to discriminate against any person on the basis of race, color, sex, sexual orientation, gender identity, religion, economic status or political affiliation, age, social status or origin, national origin, disability, medical condition, marital status, veteran status, or any other form of discrimination arising by law, regulation or the Constitution of the Government of Puerto Rico or the Constitution of the United States.

-----ACCEPTANCE AND SIGNATURE-----

---PARTIES declare that they have read and understood all the content of this Contract and thus accept it because they find that it is written to their full satisfaction and that it faithfully establishes what has been agreed. **AND FOR THE RECORD**, the Parties sign this Agreement with their signature and initials in the left margin of each of its pages.

Public Service Regulatory Board

Edison Avilés Deliz
President

Date: Mar 24, 2023

Accion Group, LLC

Harold T. Judd
President

Date: Mar 2, 2023

Revised:



EXHIBIT 1



Vo.Bo: [Signature]

Presidente JRSP

Cuantía: \$1,100,000

SCOPE OF SERVICES

During the term of this agreement Accion Group, LLC (“Accion”) will provide professional services as described in its proposal to the Puerto Rico Energy Bureau (“PREB”) dated as of 11/18/2021, “Puerto Rico Energy Bureau Request for Independent Coordinator Services” (the “Proposal”), and the services subsequently requested by PREB. The services identified to date are summarized herein.

The PREB will retain Accion as the Independent Coordinator (“IC”) to complete the Tranche 2 solicitation and conduct the Tranche 3 solicitation for energy and capacity on behalf of the Puerto Rico Electric Power Authority (“PREPA”) from July 1, 2023, through June 30, 2024.

Accion will provide IC services, including providing the website for the Tranche 3 while maintaining the Tranche 2 website records for PREB review. Accion anticipates Tranche 4 will begin before June 30, 2024. Accion will provide another exclusive website for Tranche 4 and provide the services identified below.

In summary, Accion will provide IC services, set forth below, as assigned by PREB as Tranche 2 concludes and Tranche 3 RFP progresses, in addition to the Tranche 3 tasks and responsibilities presently being performed by Accion. Accion acknowledges that responsibilities will include the following:

- Work with PREB, PREPA and LUMA to establish the parameters for each Tranche
- Manage the RFP Documents for stakeholder comments and review by PREB
- Provide the website through which all aspects of the RFP will be transacted
- Design and deploy an online proposal form for the receipt of all proposals
- Draft the RFP, PPOA, ESSA and other documents, as requested by PREB and provide advice on the same
- Manage and monitor all communications between Proponents and PREPA and/or LUMA prior to the execution of contracts of each Tranche, via the website
- Conduct stakeholder sessions during each Tranche
- Provide the independent point of contact for Proponents and stakeholders
- Conduct comment process for draft RFP documents. Coordinate production of final non-negotiable RFP documents with PREB
- Maintain an online messaging and file system for data provided to and by LUMA, PREB, and PREPA
- Provide a separate website for use by the Selection Committee
- Provide a separate website for use by LUMA during the evaluation phase
- Provide recommendations re RFP scope and process for each Tranche
- Conduct the RFP designed by PREB, for the technologies & products approved by PREB
- Receive and manage proposal fees and other fees as directed by PREB, and release and/or direct those fees as instructed by PREB



- Based on the PREB design, determine whether proposals conform to the requirements established by PREB, and provide an opportunity for non-conforming proposals to be cured
- Provide reports to PREB and the Selection Committee regarding the readiness of proposed projects to meet the in-service requirements established by PREB
- Rank proposals on a \$/MWh basis and provide the results to the Evaluation Committee ¹
- Re-rank proposals after the refreshing of proposals and provide the results to the Evaluation Committee
- If requested by PREB, Accion will participate in contract discussions between Proponents and PREPA. It is Accion's understanding that PREB will use a non-negotiable contract so that all Proponents know before bidding the terms and conditions, so that there are no individually negotiated contracts ²
- Prepare reports for PREB during process; such reports will include:
 - a. Accion's due diligence in its initial review of proposals for conformity and completeness
 - b. Accion's ranking of conforming proposals by \$/MWh basis
 - c. Accion's re-ranking of proposals
- Prepare a report at the end of each Tranche reviewing the procedures used, the results of the respective Tranche, and recommendations for improvements. The reports will include:
 - a. Independent evaluation of conformity and ranking of proposals
 - b. Assessment of RFP design, documents, Proponent response
 - c. Assessment of Proponent issues and utility response
 - d. Assessment of transparency and utility responsiveness
 - e. Assessment of discussions with finalists and whether the same terms were used for all contracts
- Where appropriate, assist PREB staff in preparing reports and orders
- Provide advice to PREB during discussions with interested parties, including but not limited to the US Department of Energy, the Congress of the United States, FOMB, other governmental entities of Puerto Rico and the government of the United States

After the conclusion of each Tranche, Accion will be available to provide testimony and responses to discovery requests, if requested to do so by PREB. This activity would be considered beyond the scope of the engagement and would be charged to PREB by Accion at Accion's regular hourly rates.

Accion will conduct the solicitations using the Accion Procurement Platform, a 100% paperless approach to conducting RFPs, which consists of a solicitation website customized to PREB's requirements and that will solicit and only accept proposals tailored to system needs and

¹ Accion understands that the Evaluation Committee will perform the qualitative analysis of the proposals for the original and re-priced proposals. If requested, Accion is willing to consider assisting the Evaluation Committee.

² Accion understands that the contracts would be alterable only for non-material terms and conditions but no material changes to the rights and duties of the parties would be accepted.



PREB’s requirements. This approach eliminates receipt of extraneous data and confusing presentations while guiding Proponents to submit conforming proposals. It also eliminates the need for direct contact between the utility, T&D operator and Proponents. An overview was previously provided to PREB and approved for use in the RFP.

PROGRAM BUDGET – TRANCHE 2 AND TRANCHE 3

The estimated budget is listed below, exclusive of travel requested by PREB, which will be billed at cost. Accion will maintain the billing rates previously approved in 2021 and 2022, shown below:

Individual Job Title	Rate (\$/hour)
<i>President</i>	<i>325</i>
<i>Vice President</i>	<i>325</i>
<i>Senior Consultant</i>	<i>325</i>
<i>Consultant 1</i>	<i>300</i>
<i>Consultant 2</i>	<i>275</i>
<i>Analyst</i>	<i>200</i>

Accion welcomes the opportunity to continue as the PREB-IC for the term of July 1, 2023 – June 30, 2024, for **\$1,100,000**.

Should PREB request services that Accion believes will exceed this amount, Accion will submit a change order sixty (60) days before it is estimated that the contract amount will be exhausted.

Accion understands that notwithstanding the term of the contract, Accion will not be in breach of the contract should it cease to provide services if Accion estimates that the remaining balance on the amount of the contract would be insufficient to pay for the services requested.

Services are billed on a time and material basis. All travel costs are charged at actual cost, with all discount rates being passed to the client and without additional overhead charges. Our policy is to buy the lowest cost, non-stop/direct tickets available for all air travel. We have not budgeted for travel due to the COVID pandemic and the expectation that the use of the Accion Procurement Website and interactive meetings via Zoom or similar services will obviate the need for travel expenses to be incurred.

Proposal date: March 16, 2023

EXHIBIT 2

APPENDIX C

Contractor Certification Requirement

The following certification shall be provided to the Oversight Board and the Commonwealth's Contracting Government Entity by the Chief Executive Officer (or equivalent highest rank officer) of each proposed contractor under contracts submitted for review:

1. The expected contractor's subcontractor(s) in connection with the proposed contract¹ is (are) the following:

N/A

2. Neither the contractor nor any of its owners², partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's compensation under the contract to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract, except as follows:

N/A

3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).
5. Neither the contractor, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.
6. Any incorrect, incomplete or false statement made by the contractor's representative as part of this certification shall cause the nullity of the proposed contract and the contractor must

¹ As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

² For purposes of this certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the contractor.



reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

The above certifications shall be signed under penalty of perjury by the Chief Executive Officer (or equivalent highest rank officer) in the following form:

"I hereby certify under penalty of perjury that the foregoing is complete, true and correct."

ACCION GROUP, LLC

By: 
Harold T. Judd

Title: President

Date: May 2, 2023

