

GOVERNMENT OF PUERTO RICO
PUBLIC SERVICE REGULATORY BOARD



GOBIERNO DE PUERTO RICO
Junta Reglamentadora de Servicio Público

Contrato Núm.: JRSP 2022-0000 **76**

PROFESSIONAL SERVICES CONTRACT

PUERTO RICO ENERGY BUREAU
BUDGETARY ITEM: 081-Asignaciones Englobadas Banco Popular
NO PRIFAS
CONTRACTED PARTY: ACCION GROUP, LLC.

-----APPEAR-----

----- FROM A PARTY: **THE PUBLIC SERVICE REGULATORY BOARD**, a public entity of the Government of Puerto Rico, created by Act No. 211-2018, as amended, known as the "Act of Execution of the Reorganization of the Public Service Regulatory Board of Puerto Rico", represented in this act by its President, Edison Avilés Deliz, who is authorized to sign this contract according to the faculties conferred by Act No. 211-2018, hereinafter referred to as "PSRB". -----

-----AS THE SECOND PARTY: **ACCION GROUP, LLC.**, a foreign for profit Limited Liability Company organized under the laws of New Hampshire represented herein by Harold T. Judd, its Manager, of legal age, married and resident of Bow, New Hampshire hereinafter known as the "Contracted Party". -----

-----SET FORTH-----

---WHEREAS: Through Act No. 122-2017 known as the "Law of the New Government of Puerto Rico", the Puerto Rico Public Service Regulatory Board (PSRB) consolidated under a new administrative and functional agency the Bureau of Telecommunications (NET), the Bureau of Transportation and Other Public Services (NTSP), the Puerto Rico Energy Bureau (NEPR) and the Independent Office of Consumer Protection (OIPC). The referred PSRB was created to use a new management model that allows the best use of human capital and fiscal resources.-----

---WHEREAS: Considering the above, and under the highest standards of efficiency in government management, by the powers conferred by Act No. 211-2018, PSRB has begun to diligently exercise the duties and responsibilities assigned by law. -----

---WHEREAS: The Contracted Party has extensive and proven experience in electric, gas, and water utilities, Accion Group's diverse consortium of consultants provides insightful, candid, and practical advice to the utility industry and their associated government regulatory bodies. Finally, the Contracted Party 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 Contracted Party, the PSRB does not have the enough technical personnel to provide the services to be provided by the Contracted Party. -----

-----**WHEREAS:** The services procured from the Contracted Party are essential and necessary for the **Energy Bureau of the PSRB's** ability to comply with its statutory mandate. -----

-----**WHEREFORE:** The appearing Parties state having the legal capacity to subscribe this Contract and have agreed to sign the same under: -----

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

-----**FIRST:** During the term of this Contract and as requested by the PSRB, the Contracted Party will provide professional consulting services as Independent Coordinator ("IC") to conduct the Tranche 2 and Tranche 3 solicitations for supplies to the Puerto Rico Electric Power Authority ("PREPA"). Tranche 2 will solicit 500 MW of renewable energy and 250 MW of storage capability. The Tranche 2 solicitation was to be released in June 2021, and therefore is behind schedule. The goal is to complete Tranche 2 as soon as possible with the resources providing services at the earliest realistic date.

--- Upon commencement of this contract, and no later than ten days from the date of the first meeting held between the Contracted Party and the PSRB, the Contracted Party shall submit a report to the PSRB with recommendations identified to accelerate the procurement of the energy and capacity specified in Tranches 2 and 3, including procurement timelines and constraints controlling the feasibility of completing both Tranches 2 and 3 by June 30, 2022.

---Additionally, Accion, for the subsequent Tranche 3 solicitation, will provide IC Services and a website based off the website that is to be developed in Tranche 2. During the performance period there are expected to be a series of RFPs until the entire goal of renewable resources is met. In summary, the responsibilities of the IC for both Tranches will include:

- Prepare RFP Documents
- Manage all communications
- Manage communication protocols
- Manage code of conduct
- Recommendations re RFP
- Develop assumptions
- Conduct evaluation of proposals
- Contract negotiations
- Reports to PREB during process
- Confirm process achieves goal

-----In addition to these responsibilities, Accion will assist in qualification of applicants and management and tracking of awards/contracts. Accion will provide its sophisticated customized online procurement website designed to meet the needs of electric utilities and regulatory bodies with a fully documented, paperless process. Accion notes from the PREB Order dated October 29, 2021, that Tranche 1 remains incomplete, and that subsequent



Tranches are anticipated. Accion is prepared to assist the PREB in getting the procurements back on schedule and meeting the overall goals in an efficient manner.

-----Accion will conduct the solicitations using the Accion Procurement Platform, a 100% paperless approach to conducting RFPs, through custom solicitation websites that will accept bids tailored to system needs and PREB's requirements. This approach eliminates receipt of extraneous data and confusing presentations while guiding bidders to submit conforming bids. It also eliminates all direct contact between the utility and bidders. An overview is provided in Accion's Proposal to the PREB (*See Attachment C* in the Proposal). With this approach the following requirements of the PREB's are met, time stamped and documented:

- Manage all communications
- Manage communication protocols
- Manage code of conduct

-----All bids are captured and logged, all evaluation steps are documented, and all contract exchanges are recorded, which will permit the PREB to confirm that the process goals were met in a fair and equitable manner. This also prepares a complete and documented record of the entire process.

-----The Accion process includes online execution of pro-forma, non-negotiable PPOAs, eliminating protracted and expensive negotiations and creating a record that will confirm for the PREB that there was no bias in the award of PPOAs. Also, this approach will permit the PREB to have an RFP that moves quickly, efficiently, and thoroughly to a timely conclusion.

-----The following (*See Attachment B* in Accion's Proposal) sets forth our recommended solicitation process, which is the standard scope of work for a comprehensive competitive procurement.

PRE-RFP RELEASE

Additional items will be included, such as 24x7 access to all materials, email notification of site uploads, a permanent record of all bids and documents for regulatory review, and online bidding.

- Assess draft RFP documents for clarity, completeness and transparency
- Assess all RFP and pro-forma PPOA terms and conditions
- Evaluate sufficiency of bidding requirements, e.g., sufficiency of time for third party to bid
- Assess RFP process and protocols
- Assess procedures designed to encourage bidder input on RFP documents and process
- Review sufficiency of utility effort to reach prospective bidders
- Review protocols for separation of company evaluation and any self-build or affiliate bid team
- Evaluate standards for transmission access



- Provide written assessment to regulators prior to release of RFP

DURING RFP PROCESS

- Conduct bidders' conference
- Provide independent contact for bidders to identify issues with the RFP process
- Conduct Mock Bid review
- Confer with regulatory staff, as requested
- Monitor all communications
- Monitor adherence to separation protocols
- Receive self-build and affiliate bids before third party bids
- Receive third party bids
- Conduct independent evaluation of bids
- Monitor negotiations with "short-listed" bidders

POST RFP PROCESS

- Provide written report, including
 1. Independent evaluation of bids
 2. Assessment of RFP design, documents, bidder response
 3. Assessment of bidder issues and utility response
 4. Assessment of transparency and utility responsiveness
 5. Assessment of adherence to separation standards re affiliate or self-build proposals
 6. Assessment of negotiations and whether the same terms were available to all bidders
- Provide testimony as requested by regulators
- Prepare responses to discovery requests
- Where appropriate, assist regulatory staff in preparing reports and orders

----The services herein described are detailed in the Proposal provided by the Contracted Party to the PRSP on November 18, 2021. If any discrepancy arises between the Proposal and this contract, the terms and conditions stated in this contract shall prevail. -----

-----**SECOND:** The Contracted Party shall receive an hourly compensation under the hourly rate schedule provided in the third item of this contract, which lists the titles of the Contracted Party's employees that will work on the Energy Bureau of the PSRB matters. The maximum amount to be paid by the PSRB, including travel expenses, will not exceed **SEVEN HUNDRED EIGHTY THOUSAND DOLLARS (\$780,000.00)** during the term of this Contract. If the Contracted Party determines that services provided would exceed said amount, the Contracted Party must obtain written authorization from the PSRB if it is necessary to exceed the amount to conduct the work assigned. In that event, the PREB will coordinate with PSRB to receive 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.-----

A handwritten signature and initials, possibly 'JAG', are written in the bottom left corner of the page.

-----**THIRD:** The fractions of hours worked by the Contracted Party shall be rounded to a ratio of every one fourth (1/4) of an hour, or every fifteen (15) minutes. The Contracted Party will invoice, and the PSRB will pay, for the fractions of hours worked by the Contracted Party under the schedule provided in the following table: -----

HOURLY RATE

Title	Rate (\$/Hour)
President	\$325
Senior Consultant	\$325
Consultant 1	\$300
Consultant 2	\$275

-----**FOURTH: Interagency Services Clause:** In compliance with the Office of Management and Budget's ("OGP") Circular Letter No. 001-2021, both parties acknowledge and agree that the contracted services herein may be provided to another entity of the Executive Branch which enters into an interagency agreement with the PSRB or by direct disposition of the Office of the Governor's Chief of Staff. These services will be performed under the same terms in terms of hours of work and compensation in this Contract. For this clause, the term "entity of the Executive Branch" includes all agencies of the Government of Puerto Rico, and public instrumentalities, public corporations and the Office of the Governor.-----

-----**Termination Clause:** Likewise, in compliance with the aforementioned Executive Order OE-2021-003 and with Office of Management and Budget's Circular Letter No. 001-2021, the Office of the Governor's Chief of Staff shall have the power to terminate this Contract at any moment.

-----**FIFTH:** During the first fifteen (15) 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 for professional services provided to the PSRB 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, the Chairman of the PSRB, or its authorized representative, 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. -----

-----**SIXTH:** Invoices must also include a written certification stating that no officer or employee of the PSRB or any of its agencies will derive or obtain any benefit or profit of any kind from this Contract, with the acknowledgment that invoices that do not include this certification will not be paid. This certification must read and be duly signed: -----

Under penalty of nullity, I certify that no officer or public employee of the PSRB or its agencies is party or has any interest in the earnings or benefits product of the Contract object of this invoice and, if a party has interest in the earnings or benefits of the Contract, a prior waiver has been issued. The only consideration given for the services object of the Contract has been the payment agreed upon with the authorized representative of the PSRB or its agencies. This invoice is true and correct, the services have been rendered and they have not been paid for.

-----On each bill, the Contracted Party shall detail: (i) the hours (and fractions of hours) of service provided during the corresponding billing period; (ii) the amount billed for such hours of service; (iii) the total hours billed up to such bill; (iv) the total amount of billed for services rendered up to such bill; and (v) the remaining contract balance after subtracting the services billed in the bill being submitted, considering the maximum amounts established in the SECOND clause of this Contract.-----

-----**SEVENTH:** Payments will be made from budget item **PREB 081-Asignaciones Englobadas Banco Popular** **NO PRIFAS**, by electronic transfer, according to the bank information submitted by the Contracted Party in the *ACH Request Form*.-----

-----**EIGHTH:** This Contract will be in effect from **its execution until June 30, 2022**. The Parties may amend this Contract to extend its effectiveness, increase the services and/or increase or reduce its amount by executing a written amendment duly signed by the Contracted Party's authorized representative and by the Chairman of the PSRB, or its authorized representative.-----

-----**NINTH:** The services of the Contracted Party may only be required through Chairman of PSRB, or its authorized representative. The PSRB will not pay for any service rendered by the Contracted Party not requested by the Chairman of the PSRB or its authorized representative. If there occurs absence, the PSRB shall send or deliver to the Contracted Party a written notice identifying the new authorized representative to require the rendering of services under this contract. -----

-----**TENTH:** Except as provided in this contract, no withholding or deductions will be made from payments to the Contracted Party for income tax purposes. The Contracted Party will pay: (i) applicable income taxes under all income tax laws; and (ii) any corresponding contributions to the Social Security Administration. The Contracted Party will file its tax returns and for any necessary payments to the U.S. Internal Revenue Service, and state revenue agencies. The PSRB will report any amounts paid to the Contracted Party to the tax authorities. The PSRB shall withhold from the payment owed to the Contracted Party due to services rendered the percent applicable under the Act 1-2011, as amended, known as the Internal Revenue Code for a New Puerto Rico, and under the regulation approved by the Department of the Treasury. The PSRB will remit any amounts withheld under this paragraph to the Secretary of the Treasury. -----

-----**ELEVENTH: Required certifications:** The Contractor has submitted, in order to make themselves part of this contract at the time of its granting, the Sole Certificate **Number 202106825 issued on November 22, 2021**, by the General Services Administration (ASG by its Spanish acronym). -----



-----The Contracted Party certifies that at the execution of this Contract it has not had to submit income tax returns in Puerto Rico during the past five (5) years, has otherwise complied with all its other tax obligations under statutes and jurisdictions during the past five (5) years, and that it does not currently have any outstanding income, excise, real or chattel property taxes or other tax debt with the Government. The Contracted Party also certifies that it owes no outstanding unemployment insurance premiums, workers' compensation payments, or social security for chauffeurs in Puerto Rico. A sworn statement executed by an authorized representative of the Contracted Party will be made part of this Contract's file. It is acknowledged these are essential conditions of this Contract, and if these certifications are incorrect, the PRSEB will have just cause for terminating this Contract without prior notice, and the Contracted Party must reimburse the PSRB any sums of money received under this Contract. For this Contract, tax debt means any debt that the Contracted Party, or any of its partners or other Parties which the PSRB authorizes the Contracted Party to subcontract, may have with the Government for income taxes, excise taxes, real or chattel property taxes, including any special taxes levied, license rights, payroll and Contracted Party tax withholdings, taxes for payment of interests, dividends and income to individuals, corporations and non-resident partnerships, for payment of interests, dividends and other earnings shares to residents, unemployment insurance premiums, workers' compensation payments, and Social Security for Chauffeurs.-----

-----**TWELVE:** The Parties agree that the Contracted Party's status, and the status of any agents, employees and subcontractors engaged by the Contracted Party, will only be that of an independent contractor only and not that of an employee or agent of the PSRB or any of its agencies. The Contracted Party recognizes that none of its members, partners or employees, may have employment benefits such as vacations, sick leave, retirement benefits and others because of its condition as an independent contractor. But with the PSRB's authorization, the Contracted Party may use the supplies, equipment, facilities, and public property in general that are useful and necessary for the full discharge of the Contracted Party's duties and obligations under this Contract. -----

-----**THIRTEENTH:** The Contracted Party certifies that as of subscribing this Contract it has no employment relation with the agencies, instrumentalities, corporations, or municipalities of the Government of Puerto Rico and that it has no other contracts with the Government of Puerto Rico, its agencies, instrumentalities, corporations or municipalities, except those authorized by law. If the Contracted Party certifies that it has contracts with other agencies, instrumentalities, corporations or municipalities of the Government of Puerto Rico, it would guarantee there is no incompatibility between the contracts and this Contract with the PSRB. -----

-----The Contracted Party certifies that none of its partners receives a salary or any compensation for the delivery of regular services by appointment in any agency, instrumentality, public corporation or municipality of the Government of Puerto Rico. --

-----Both Parties certify that no public officer or employee of the PSRB, its agencies, or of the Government of Puerto Rico, its agencies, instrumentalities, public corporations or



municipalities or employee of the Legislative or Judicial branches thereof has any direct or indirect interest in this Contract. -----

-----It is acknowledged these are essential conditions of this Contract, and if these certifications are incorrect, the PSRB will have just cause for terminating immediately this Contract without prior notice. -----

-----**FOURTEENTH:** The Contracted Party acknowledges that in executing its professional services under this Contract, it has the obligation to exhibit complete loyalty towards the PSRB or its agencies, and the Government of Puerto Rico. Under this duty, the Contracted Party has the obligation to disclose all the circumstances pertaining to its relationships with its clients and third parties, and any other interest that may affect the PSRB when this was executed. In providing its professional services, the Contracted Party will follow all legal and ethical requirements to which it is subject under the rules and procedures and other applicable legal and professional associations and organizations, including those applicable under Puerto Rico law or regulation. In contracts with partnerships, corporations and firms, such as the Contracted Party, the conduct herein described by one of its directors, partners or employees will violate this prohibition. The Contracted Party shall endeavor to avoid even the appearance of a conflict of interest. -----

-----The Contracted Party warrants it will abide by sound, professional and ethical principles and practices under normally accepted industry to perform services and that performance of its personnel will reflect their best professional knowledge, skills and judgment. The Contracted Party agrees to comply with any code of ethics or practice that applies to the activities and services to be rendered under this Contract and the profession and assumes complete responsibility for any action that violates such code. --

-----The Contracted Party certifies that, at the time of the execution of this Contract, it does not have nor, does it represent anyone who has interests that conflict with the PSRB, its agencies, or with the Government of Puerto Rico. If such conflict arises after the execution of this Contract, the Contracted Party must notify the PSRB immediately. At its sole option, the PSRB may terminate this Contract immediately, or allow the Contracted Party to solve the conflict situation within thirty (30) days of the notification. Upon failure by the Contracted Party to solve the conflict within that term, the PSRB will terminate the Contract. -----

-----As used in this Contract, the term "conflict of interest" includes the rendering of services to clients who have or may have interests opposed to those of the PSRB or any of its agencies. Among other circumstances, the Contracted Party incurs in conflict of interest when, to benefit a client, it must promote an action or interest which, it must oppose to comply with its duties with another client. Likewise, a conflict of interest arises when it is so prescribed by the rules of ethics, or the laws and regulations of the Government.-----

-----The Contracted Party agrees to comply with the Code of Ethics for Contractors, Suppliers, and Applicants for Economic Incentives of the Government of Puerto Rico, contained in Title III of Act 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico, and of Act 1-2012, as amended, known as the Organic Act of the Puerto



Rico Government Ethics Office. This is an essential requirement of the Contract, under Article 3.3 of Act 2-2018, as amended. The Contracted Party certifies that it has no obligation to request any dispensation or authorization under the laws and regulations applicable prior to the execution of this Contract. The Contracted Party certifies that none of Act 1-2012, as amended, prohibits the execution of this contract. The Contracted Party certifies that it has no conflict of interest with the PSRB. -----

----- **FIFTEENTH:** Any notices required or permitted to be given shall be given in writing and shall be delivered (a) in person, (b) by electronic mail, or (c) by certified mail, with return receipt requested, as provided in writing by the Parties' authorized representatives. Until further notification in writing, such notices shall be addressed and sent to: -----

If to the PSRB:

Public Service Regulatory Board
Attn: Edison Avilés Deliz, Chairman
268 Muñoz Rivera Avenue, 2nd Floor, Suite 202
San Juan, Puerto Rico 00918
eavilesdeliz@energia.pr.gov

If to the Contracted Party:

Accion Group, LLC.
Attn: Harold T. Judd
Manager
244 North Main Street
Concord, NH 03301
hjudd@acciongroup.com

If a change occurs in the parties' contact information, the party whose information has changed shall notify said change to the other party, in writing, within ten (10) days after the change took place. -----

----- **SIXTEENTH:** The Contracted Party shall not discriminate against any person due to race, color, gender, sexual orientation, gender identity, religion, economic condition or political affiliation, age, social condition or origin, national origin, disabilities, medical condition, civil status, condition of veteran, or engage in any other manner of discrimination prohibited by provision of law, regulation or by the Constitution of the Government of Puerto Rico or by the Constitution of the United States of America ----

----- **SEVENTEENTH:** The Contracted Party will not subcontract the services under this Contract, or in any other way assign or transfer its rights and obligations under this Contract to a third party, without the prior written authorization of the PSRB. A request to subcontract, or to assign or transfer rights or obligations to a third party, must specify the issues or matters referred to a subcontractor or third party. The fees earned by these suppliers will be deducted from, and not besides, the total fees payable to the Contracted Party, as set forth in this Contract. If the Contracted Party does not comply with the obligations under this clause, the PSRB may terminate this Contract immediately without prior notice. -----

----- **EIGHTEENTH:** The Contracted Party certifies and guarantees that, at the execution of this Contract, neither the Contracted Party or any of its partners, directors, or employees have been convicted, and that it does not know of being the subject of any investigation in either a civil or a criminal procedure in a local, territorial, state or federal



court for criminal charges related to the public treasury, the public trust or public function, fraud, or a fault that involves public funds or property. It is acknowledged this certification is an essential condition. If the certification is not correct in its entirety or in any of its parts, it will constitute sufficient cause for the PSRB to terminate this Contract immediately, without prior notice, and the Contracted Party must reimburse the PSRB any sums received under this Contract. If the status of the Contracted Party regarding the previous certification should change during the term of this Contract, it must notify the PSRB immediately. Violating this responsibility violates this clause and may cause the remedies. -----

-----The Contracted Party further certifies that during the last ten (10) years, it has not engaged in any criminal conduct against public integrity, public treasury, public trust or public function, or in any misappropriate funds or public property within the jurisdiction of the Government of Puerto Rico or in any local, state or federal jurisdiction of the United States of America. If no probable cause has been found for arrest or for trial against the Contracted Party, and if no allegation of guilt has been made on its behalf, but it has made statements pointing to the admission of a crime, the PSRB shall submit the matter to the Attorney General, who will make the appropriate recommendations and determinations on the Contracted Party.-----

-----The Contracted Party shall furnish a sworn statement to the effect that neither the Contracted Party 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 the Contracted Party has been convicted of or has pled guilty to the crimes in Article 3.4 of Act 2-2018, as amended. The Contracted Party certifies that it has not been convicted in Puerto Rico or United States Federal court for the crimes typified in Article 3.4 of Act 2-2018, as amended, or any other felony that involves misuse of public funds or property. The Contracted Party accepts and acknowledges that the PSRB may terminate the agreement if the Contracted Party is convicted in Puerto Rico or United States Federal court for the crimes in Article 3.4 of Act 2-2018, as amended, or any other felony that involves misuse of public funds or property, and that such conviction shall entail, besides any other penalties, the automatic termination of all contracts in effect, at the date of conviction, 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. The Contracted Party further certifies that neither the Contracted Party or any president, vice president, executive director, or any member of its Board of Officers or Board of Directors, or any person performing equivalent functions for the Contracted Party, are the target of an investigation or civil or criminal proceeding about the crimes in Article 3.4 of Act 2-2018, as amended. The Contracted Party certifies that it understands clearly its duty to inform the PSRB of any situation that arises, during all stages of this contracting process and during the performance period of this Contract, related to the crimes. -----

----- **NINETEENTH:** For this Contract, the Contracted Party has submitted a Negative



Certification of Child Support Debt or Certificate of a Statement of Account from the Child Support Administration (ASUME, for its acronym in Spanish). -----

----- **TWENTIETH:** The Contracted Party acknowledges, that if it has any debts with any governmental dependency, it may continue rendering its services, as long as it agrees to a payment plan with that agency and as long as it complies with the plan. If the Contracted Party reaches no payment plan with the corresponding government entity, the Contracted Party expressly agrees to the withholding (by the PSRB) of the total debt from any amount of money earned by the services rendered under this Contract. The Contracted Party has informed that while no tax is owed, they are in the process of resolving late fees assessed on SURI for sales and use tax returns. The Contracted Party has 90 days from the execution of this contract to evidence the resolution of this issue. -----

----- **TWENTY-FIRST:** The Contracted Party will provide all reports requested by the PSRB about the matters handled under this Contract. If required by the PSRB, at completing the assigned tasks, the Contracted Party will submit a final written report regarding the work it has performed. -----

-----If the Contracted Party generates any data, reports, letters, compilations or opinions in the services rendered under this Contract, such information will be deemed confidential and property of the PSRB. All letters report, and other written materials prepared and received by the Contracted Party in matters handled under this Contract and all other information acquired or compiled in such matters, whether reduced to writing, will be deemed to be property of the PSRB, and as such are strictly confidential. All materials produced by the Contracted Party under this Contract must be delivered or returned to the PSRB, at its request, without having to pay any fee or type of compensation for the materials. The Contracted Party must hold this information, and any other document that may relate to its work with the PSRB, including, but not limited to invoices, vouchers, checks, records of payment or any other document that shows the fees earned and the expenses incurred under this Contract, for six (6) years. During this six-year period, these documents must be available for inspection by the Office of the Comptroller of Puerto Rico. The Contracted Party will promptly, upon the written request of the PSRB, and withholding no copies, deliver to the PSRB the materials, and all work-product, working papers, reports, analyses and all documents related to the work conducted. -----

----- **TWENTY-SECOND:** The Contracted Party agrees that during the term of this Contract and thereafter it must disclose no information affecting the PSRB, its agencies, or the Government of Puerto Rico without the PSRB's consent. The Contracted Party acknowledges the proprietary and confidential nature of all internal, non-public, information systems, financial, and business information relating to the PSRB, its agencies, and to the Government of Puerto Rico, now or hereafter provided to the Contracted Party. The Contracted Party will keep in strict confidence all such information and will not make public or disclose the information without the previous written consent of the PSRB, provided such information is not within the public domain, or its disclosure is mandated or authorized by law or is compelled to by a judicial authority.



The Contracted Party agrees to indemnify the PSRB, its agencies, or the Government of Puerto Rico against any liability or expense, including legal fees and related expenses incurred because of a negligent publication or dissemination of any material or document prepared or advised by the Contracted Party, that causes any claim, including, but not limited to, libel, slander, defamation, invasion of privacy, plagiarism, unfair competition, idea misappropriation and copyright infringement.

-----**TWENTY-THIRD:** The Contracted Party releases the PSRB and its agencies, of any liability of civil, criminal or administrative nature. The Contracted Party shall indemnify, keep indemnified and hold the PSRB and its agencies harmless from any losses, claims, expenses, suits, damages, costs, demands or liabilities, joint or several, of whatever kind or may arise against the PSRB or any of its agencies, of any action or omission incurred by the Contracted Party in this Contract, including, without limitation in each case, attorney's fees, costs and expenses actually incurred in defending against or enforcing any such losses, claims, expenses, suits, damages or liabilities. The Contracted Party certifies that it maintains sufficient professional liability insurance to adequately provide for any liability that may arise from the services provided under this Contract. Prior to receiving the first payment for services rendered under this Contract and upon request from the PSRB, the Contracted Party agrees to confirm this information to the PSRB and provide supporting documents from the insurance company.

-----**TWENTY-FOURTH:** Either Party may terminate this Contract by providing the other Party thirty (30) days' notice by certified mail, return receipt requested, or overnight express mail, except that the PSRB may terminate. If notice is given, this Contract will be terminated after a thirty-day (30-day) period and the PSRB must pay all fees and authorized expenses for services rendered up to effective termination, under this Contract. The rights, duties and responsibilities of the PSRB and the Contracted Party will continue in full force and effect during the thirty-day (30-day) notice period. The Contracted Party shall have no further right to compensation except for what has been accrued for services rendered under this Contract until effective termination.

-----Notwithstanding the foregoing, the PSRB will terminate this Contract without prior notice if (i) probable cause is found against the Contracted Party or any of its employees, partners, officials, members of its board of directors or subsidiaries for the crimes which render a person incapable of contracting under Article 3.4 of Act 2-2018, as amended, or any other crime or illegal conduct against the public treasury, public trust or public function, or those that may constitute fraud, in any local or state jurisdiction, or in the federal jurisdiction of the United States of America; (ii) the Contracted Party incurs in any action or omission in violation to the law, morale or public order under Puerto Rico state law; (iii) if the Contracted Party or any of its employees, partners, officials, members of its board of directors or subsidiaries engage in negligence or abandonment of its duties and improper conduct or breach of this Contract; or (iv) when the PSRB understands that an extraordinary fiscal situation requires an immediate budget cut; provided, however, that if termination occurs under this paragraph, the PSRB, after reviewing the invoices for services rendered until that period, will promptly arrange for payment to the



Contracted Party of any amounts owed. The Contracted Party agrees that it will not hold the PSRB or any of its agencies responsible if the Contract is terminated under this paragraph and will release and discharge the PSRB from any further obligations and liabilities. -----

-----**TWENTY-FIFTH:** The Office of the Governor's Chief of Staff shall have the power to terminate this Contract. -----

-----**TWENTY-SIXTH:** Interagency services clause: Both parties acknowledge and agree that the contracted services herein may be provided to another entity of the Executive Branch which enters into an interagency agreement with the PSRB or by direct disposition of the Office of the Chief of Staff. These services will be performed under the same terms in terms of hours of work and compensation in this Contract. For this clause, the term "entity of the Executive Branch" includes all agencies of the Government of Puerto Rico, and public instrumentalities, public corporations and the Office of the Governor. -----

-----**TWENTY-SEVENTH:** The Contracted Party accepts and acknowledges its duty to continuously inform, during the term of this Contract, of any fact related to any initiated or ongoing investigation against itself, or against any its officers or employees, for the PSRB or alleged PSRB of any crime which render a person incapable of contracting under Article 3.4 of Act 2-2018, as amended, or any other crime against the treasury, public faith or public duty or that would involve public funds or property, in any local or state jurisdiction, or in the federal jurisdiction of the United States of America.-----

-----**TWENTY-EIGHTH:** This Contract and all its terms will be construed and interpreted under the laws of the Government of Puerto Rico. The courts of the Government of Puerto Rico, and in first instance, the Court of First Instance, San Juan Section, will have exclusive jurisdiction over all controversies that may arise regarding this Contract. The Parties waive any other venue to which they might be entitled by domicile or otherwise. Should either Party initiate or sue or action before any other court, it is agreed that upon application, any such suit or action will be dismissed, without prejudice, and may be filed under this provision. The Party suing or action before a court not agreed to herein must compensate the other Party all the costs of seeking dismissal, including reasonable attorney's fees. -----

-----**TWENTY-NINTH:** Both Parties understands this Contract is the sole agreement between the Parties regarding the services covered and supersedes any prior contracts, agreements, arrangements, or understandings between the Parties, regarding the subject. This Contract may not be changed orally, but may be amended in writing, by agreement between the Parties, amendment which must be filed before the Office of the Comptroller of Puerto Rico to be effective. -----

----- **THIRTIETH:** The Parties agree that no payments will be made until this Contract has been duly recorded by the Comptroller of the Government of Puerto Rico, under Act Number 18 of October 30, 1975, as amended. The PSRB will immediately decide for the Contract to be recorded in the Comptroller's office after execution by both Parties. The



Contracted Party will be under no obligation to begin performance on this Contract until the recording occurs.

-----**THIRTY-ONE:** Should any clause or condition be declared void by a competent court of law, the remaining parts of this Contract will remain in full force and effect.

-----**THIRTY-TWO: Financial Oversight and Management Board Contract Review Policy for Puerto Rico:** The Parties acknowledge that the CONTRACTOR 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 November 6, 2017 and as amended on October 30, 2020, signed by the Contractor's Executive Director (or another officer 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 Agreement.

-----**ACCEPTANCE AND SIGNING**-----

-----**BOTH PARTIES** have read and understood all the terms of this Contract and they find it has been drafted to their entire satisfaction.

-----**IN WITNESS WHEREOF,** the Parties subscribe to this Contract, with their signature and initials on the left margin of each of its pages, in San Juan, Puerto Rico today December 13, 2021.

Public Service Regulatory Board

Accion Group, LLC

Edison Avilés Deliz
Chairman
SSP

Harold T. Judd
Manager
Employer ID

Revised:

Legal Counsel

ADDENDUM TO PROFESSIONAL SERVICES CONTRACT

Contract Number: JRSP 2022-0000 76

PUERTO RICO ENERGY BUREAU

BUDGETARY ITEM: BPR (E1290-006) NO PRIFAS

CONTRACTED PARTY: ACCION GROUP, LLC.

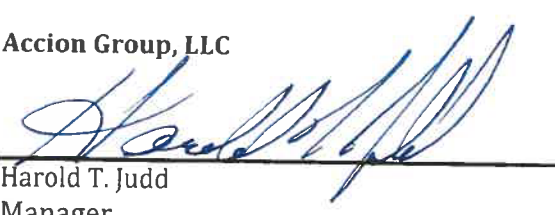
Notwithstanding the standard provisions to the contrary contained in the contract dated December 2, 2021 (the "Contract") between the Public Service Regulatory Board, a public entity of the Government of Puerto Rico, created by Act No. 211-2018, as amended, known as the "Act of Execution of the Reorganization of the Public Service Regulatory Board of Puerto Rico" (the "PSRB") and Accion Group, LLC., a foreign for-profit Limited Liability Company organized under the laws of the State of New Hampshire (the "Contracted Party") (collectively "the Parties"), the Parties agree to the following:

1. Upon commencement of this contract, and no later than ten days from the date of the first meeting held between the Contracted Party and the PSRB, the Contracted Party shall submit a report to the PSRB with recommendations identified to accelerate the procurement of the energy and capacity specified in Tranches 2 and 3, including procurement timelines and constraints controlling the feasibility of completing both Tranches 2 and 3 by June 30, 2022.
2. Provision Twenty-First is understood to mean, pursuant to the scope of work set forth in Provision One, the Contracted Party will provide a final written report as a contract term and not at the expense of the Contracted Party. Likewise, the Contracted Party will provide responses to inquiries reasonably requested by the PSRB about services provided and invoices submitted by Contracted Party under this Contract and not at the expense of the Contracted Party.
3. Pursuant to Provision Twenty-Second, the Contracted Party agrees to indemnify the PSRB, its agencies, or the Government of Puerto Rico against any liability or expense, including legal fees and related expenses incurred if Contracted Party is negligently responsible for the publication or dissemination of any material or document prepared or advised by the Contracted Party, that causes any claim, including, but not limited to, libel, slander, defamation, invasion of privacy, plagiarism, unfair competition, idea misappropriation and copyright infringement for unauthorized release of data or information prepared for the PSRB.

Public Service Regulatory Board

Accion Group, LLC


Edison Aviles Deliz
Chairman
SSP


Harold T. Judd
Manager
Employer ID:

Revised: 

Legal Counsel

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 contract⁴ is (are) the following:

(Name of individual or firm, including names of principals or owners of the latter)

(Principal terms and conditions of the contractual relation and role of the subcontractor)

(Amount of proposed contract payable to each subcontractor)

2. Neither the contractor nor any of its owners⁵, 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:

(Name of individual or firm, including names of principals or owners of the latter)

(Principal terms and conditions of the compensation sharing arrangement and consideration for such benefit)

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

⁴ As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

⁵ 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.



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 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."

By: *Harold T. Judd*

Date: *December 10, 2021*

Signature:

Harold T. Judd

[Handwritten signature]