

VIRGIN ISLANDS WATER AND POWER AUTHORITY
POST OFFICE BOX 1450
SAINT THOMAS
U.S. VIRGIN ISLANDS 00804



**CONTRACT BETWEEN THE VIRGIN ISLANDS WATER AND POWER AUTHORITY
AND EVERTEC GROUP, LLC**

Contract No. SC-29-21


The Proceeding Contract is a properly negotiated agreement between all parties involved. Any marks, changes, white out, or deletions without the expressed written permission from all parties involved shall make this contract null and void.

This Contract is entered into this 10 day of June, 2021 by and between EVERTEC GROUP, LLC (hereinafter referred to as the "Contractor") located at Carr 176 km 12 Barrio Cupey Bajo, San Juan, PR 00926 and the VIRGIN ISLANDS WATER AND POWER AUTHORITY (hereinafter referred to as the "Authority"), located at 9720 Estate Thomas, P.O. Box 1450, St. Thomas, USVI 00804, for the purpose of providing Utility Bill Printing and Mailing services to the Authority.

WITNESSETH

In consideration of the mutual promises, covenants and conditions contained herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. SCOPE OF WORK/WORK: The Scope of Work set forth herein shall hereinafter be referred to as the "Work". The Contractor shall provide Utility Bill Printing, Mailing, Consumables, and related professional services to the Authority. Specifically, the Contractor shall provide the following services:

-  a. Provide printing and mailing of utility bills, notices, and letters as provided in the SLA attached hereto as Exhibit C;
- b. Provide a stable, redundant environment to print utility bills, notices, and letters;

- c. Cost of printing and mailing utility bills, notices and letters as set forth in the Proposal;
- d. Intentionally left in blank;
- e. Enable the Authority to maintain and modify the print format as the business functions changes;
- f. Provide best business processes, by reducing existing manual procedures and processes;
- g. Provide enhanced customer service and provide timely, accurate and efficient utility bill printing and mailing as set forth in the Proposal;
- h. Report to users timely, accurate information and monitor the processes from start to finish; and
- i. Provide Coding Accuracy System Support (CASS) certification.

The Work shall be performed in accordance with the requirements contained in the following documents:

1. The Authority's Professional General Contract Terms dated March 14, 2019 attached hereto and incorporated by reference herein as Appendix "A";
2. The Authority's Request for Proposal PR-05-21 and cover letter dated September 18, 2020 attached hereto and incorporated by reference herein as Appendix "B";
3. The Authority's Addendum I request dated September 24, 2020, attached hereto and incorporated by reference herein as Appendix "C";



4. The Authority's Addendum II request dated September 30, 2020, attached hereto and incorporated by reference herein as Appendix "D";
5. The Authority's Clarification I request dated October 28, 2020, attached hereto and incorporated by reference herein as Appendix "E";
6. The Contractor's response to the Authority's Request for Proposal PR-05-21 dated October 9, 2020, incorporated by reference herein as Exhibit "A" (the "Initial Proposal"); and
7. The Contractor's response to the Authority's Clarification I, attached hereto and incorporated by reference herein as Exhibit "B" ("Contractor Clarification" and collectively with Initial Proposal, the "Proposal").

2 TERM: This Contract shall commence upon full and final execution by the Parties. The contract shall terminate three (3) years from the date of execution. The Authority and Contractor may extend, in writing, the term of this agreement.

3 CONSIDERATION: In consideration of the Contractor's performance of the Work, the Authority shall pay to the Contractor an amount not to exceed a total of Two Million Two Hundred Thousand Dollars (\$2,200,000.00) based on Contractor's rates as outlined in Exhibit A at pages 12 through 14. Said consideration shall be for providing the Authority with Utility Bill Printing and Mailing Services, Consumables and related Professional Services to the Authority as described herein.

Acceptance of the services performed is contingent upon approval of the Work by the Authority's designated Project Coordinator. The consideration stated herein shall be for all Work performed by the Contractor pursuant to this Contract. Payment of any taxes shall be the sole responsibility of the Consultant. The Authority shall not be responsible in any way for the direct payment of any of Contractor's taxes.


4 TERMS OF PAYMENT: Contractor shall submit invoices to the Authority.



Payment terms are Net 30 days after approval of the invoice by the Authority's Project Coordinator. The Authority shall not have any obligation to pay, or see to the payment of money to Subcontractors, except as may otherwise be required by law. If an invoice is not paid within 60 days from its presentation to the Authority, upon written notification to the Authority, Contractor may suspend services.

5. GROSS RECEIPT TAXES: Title 33, Section 44 of the Virgin Islands Code, as amended, requires the Authority when making a payment under this Contract, to deduct and withhold from such payments, gross receipts taxes as required by law at 33 VIC Section 43(a) for each payment for Work performed in the Virgin Islands. Notwithstanding any other provisions of this contract to the contrary, it is agreed between the Parties that for the purposes of complying with Title 33, Section 44 of the Virgin Islands Code, the Authority shall withhold and forward to the Bureau of Internal Revenue the sum of or such amount as required by any changes to the law at 33 VIC Section 43(a). Despite the requirements under Title 33, Section 44, the Contractor agrees that calculation of gross receipts taxes shall be the sole responsibility of the Contractor. The Authority shall not be responsible in any manner for miscalculation of the gross receipts due under this contract or for any additional assessments by the Bureau of Internal Revenue resulting from work performed under this contract.

In the event the contract is amended and the consideration herein increases, the appropriate amount of Gross Receipt Taxes to reflect the increase in the consideration will be deducted.

 **6. INDEMNIFICATION:** If the Authority is entitled to defense and indemnification under this Agreement and if the Contractor fails, after notice and reasonable opportunity, to assume the defense of such claim, the Authority may at the expense of the

contractor contest, settle or consent to the entry of any judgement with respect to, or pay in full, such claim and Contractor shall upon demand promptly reimburse the Authority for all defense and settlement costs.

7. DESIGNATED PERSONNEL: The Authority reserves the right to designate personnel to provide information and to coordinate the Work with the Contractor. The Authority designates the following individuals in the following capacity:

Eurece Hendricks
Project Coordinator
V.I. Water and Power Authority
P. O. Box 1450
St. Thomas, VI 00804
(340) 773-2250 ext. 4058

The Contractor designates the following individual in the following capacity:

Jose M. Rodriguez
Customer Relationship Manager
Evertec Group, LLC
Carr. 176 Km 1.2 Barrio Cupey Bajo
San Juan, PR 00926
Tel: (787) 759-999

8. CHANGE ORDERS: All change orders or requests for additional services must be approved in writing by the Authority's Contracting Officer. In the absence of such written approval, the Contractor shall be liable for any changes in the Work not in conformance with this Contract.

9. COMPLIANCE WITH OTHER LAWS: The Parties to this agreement shall comply with all applicable laws, rules, regulations and public policies that prohibit unethical conduct regarding the obtaining, retention or conduct of business or an unfair advantage ("Laws"). The Parties shall not directly or indirectly give, offer, promise, authorize, or allow to be given,



offered, or promised, anything of value to an official or employee of any government, state-owned enterprise, international organization including subdivisions thereof or entities acting on behalf of a government, state-owned enterprise, international organization or subdivision thereof (any such employee or official referred to collectively as "Official"), while knowing or having reason to know that such thing of value is to be given, offered, or promised to an Official (including political parties or officials thereof or candidates for foreign office) in order to: (i) influence any officials thereof, or (ii) induce such Official to use this influence to affect or influence any act or decision of any government (or any subdivision thereof), or (iii) assist the Parties in obtaining or retaining business, or in directing business to any person or obtain an unfair advantage for the Parties in any respect.

Should any Party violate any of the Laws then: (i) the other Party(s) shall, upon prior written notice and reasonable time to answer, have the right to immediately terminate the Agreement for cause; (ii) the other Party(s) shall have a right of action against the offending Party in breach of such laws; and (iii) the offending Party shall indemnify the other Party(s) for any penalty, loss or expenses incurred by the other Party(s) as a result of the offending Party's breach of any of its obligations under this Section.

10. INSURANCE: The Contractor shall, at his expense, before any Work is commenced, cause to be issued and maintained until sixty (60) days after acceptance of the Work, insurance as described in the Authority's Professional General Contract Terms dated March 14, 2019. A copy of the insurance certificate must be presented to the Authority's Contracting officer before final execution of the contract.

11. CONFIDENTIALITY: The Parties acknowledged that in the course of their dealings, each may receive confidential information from the other Party. As such,



the Parties shall share such confidential information provided that the receiving Party protects the confidential information of the disclosing Party.

12 PRESENTATION OF COMPLIANCE WITH LAW: The Parties hereto represent and warrant that this Contract and its performance do not violate any law, regulation or policy of the United States Virgin Islands. Any Party hereto shall be relieved of its obligations to perform under this Contract to the extent such performance would violate any law, regulation or policy of the United States.

13 CONTRACT DOCUMENTS (Order of Precedence): The Contractor shall complete the Work to be performed in accordance with the Contract documents. The Contract documents include:

1. The Authority's Professional General Contract Terms dated March 14, 2019 attached hereto and incorporated by reference herein as Appendix "A",
2. The Authority's Request for Proposal PR-05-21 and cover letter dated September 18, 2020 attached hereto and incorporated by reference herein as Appendix "B";
3. The Authority's Addendum I request dated September 24, 2020, attached hereto and incorporated by reference herein as Appendix "C";
4. The Authority's Addendum II request dated September 30, 2020, attached hereto and incorporated by reference herein as Appendix "D";
5. The Authority's Clarification I request dated October 28, 2020, attached hereto and incorporated by reference herein as Appendix "E";
6. The Contractor's response to the Authority's Request for Proposal PR-05-21 dated October 9, 2020, incorporated by reference herein as Exhibit "A"; and
7. The Contractor's response to the Authority's Clarification I, attached hereto and incorporated by reference herein as Exhibit "B".



In the event of any conflict, the terms of this Contract will govern over the provisions of any documents referenced herein. This Contract and Contract documents constitute the entire agreement between the Parties hereto, and all prior understandings or communication, written or oral, with respect to the subject matter of this Contract are merged herein.

14. PROFESSIONAL GENERAL CONTRACT TERMS: This Contract is subject to the Authority Professional General Contract Terms, attached hereto and made a part of this Contract as Appendix "A".

15. COUNTERPARTS: This Contract may be executed in two or more counterparts, each of which together shall be deemed an original and the same instrument, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

16. GOVERNING LAW: The laws of the Virgin Islands shall govern the interpretation and construction of this Contract to the extent applicable. The Parties agree that all causes of action against either Party shall be brought in the court of competent jurisdiction in the Virgin Islands. The Authority shall not invoke the defense of sovereign immunity in any litigation arising under the Contract.

17. ORDER OF PRECEDENCE: In the event of any conflicts or inconsistencies



between the written Contract and the attachments comprising the Contract, such conflict will be resolved according to the following descending order of precedence: (1) This Contract; and (2) The Authority's Professional General Contract Terms.

18. NOTICE: Any notice required to be given by the terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid, or personally delivered, addressed to the Parties as follows:

The Authority: Noel Hodge
Interim Executive Director/CEO
V.I. Water and Power Authority
P.O. Box 1450
St. Thomas, U.S. Virgin Islands 00804
noel.hodge@viwapa.vi

Copy to: Office of the General Counsel
V. I Water and Power Authority
P.O Box 1450
St. Thomas, U.S Virgin Islands 00804
legaldepartment@viwapa.vi

The Contractor: Carlos Ramirez
Executive Vice President
Evertec Group, LLC
Carr. 176 Km 1.2 Barrio Cupey Bajo
San Juan, PR 00926
Carlos.ramirez@evertecinc.com

Copy to: Luis Rodriguez
General Counsel and EVP
Evertec Group, LLC
Carr. 176 Km 1.2 Barrio Cupey Bajo
San Juan, PR 00926
Luis.Rodriguez@evertecinc.com

19. SURVIVAL: The following sections of this Contract will survive the termination or expiration of this Contract and will remain in effect until fulfilled:



- Clause 3: Consideration
- Clause 5: Indemnification
- Clause 11: Contract Documents (Order of Precedence)

- Clause 14: Governing Law
- Clause 19: Survival

20. COUNTERPARTS: This Contract may be executed in two or more counterparts, each of which together shall be deemed an original and the same instrument, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

21. ENTIRE AGREEMENT: This Contract and the Contract Documents constitute the entire agreement of the Parties hereto, and all prior understandings or communications, written or oral, with respect to the subject matter of this Contract are merged herein.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Contract on the day, month and year first above-written.

SIGNATURE PAGE TO FOLLOW



Luz Hernandez Mercado
WITNESS

EVERTEC GROUP, LLC

Carlos Ramirez June 9, 2021
CARLOS RAMIREZ Date
Executive Vice President

V.I. WATER AND POWER AUTHORITY

Crystal
WITNESS

Noel Hodge
NOEL HODGE Date
Interim Executive Director (CEO)

APPROVED AS TO LEGAL SUFFICIENCY:

Aysha Gregory

Aysha Gregory, Esq. Date May 28, 2021
Deputy General Counsel

Attachments
APPENDICES A – E
EXHIBITS A-C