**mczapata23@outlook.com**

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| **From:** | Procurement <Procurement@recomspr.net> |
| **Sent:** | Wednesday, December 3, 2025 1:38 PM |
| **To:** | Mary C Zapata-Acosta |
| **Cc:** | Lcdo. Alexis Rivera; Mariela Quinones; ocarlo@carlolaw.com; Blanche Gonzalez Hodge |
| **Subject:** | Javelin's Response to RFP Adherence Requirement and Next Steps |
| **Attachments:** | JVLN_TPG2_3PPO_Original_Terms_RFI_Response_2025-1125_vF (1).pdf; Javelin's Response to RFP Adherence Requirement and Next Steps 12.3.25.pdf |

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Good day Executive Director, Eng. Mary Zapata, here attached you will find a letter for your review in regards Javelin's response to hte RFP requirements and Javelin's response.

Thank you,

Fabián Vélez
Third-Party Procurement Office (3PPO)



3PPO
Third-Party Procurement Office

Wednesday, December 3, 2025

Eng. Mary Carmen Zapata
Executive Director
Puerto Rico Electric Power Authority (PREPA)

Dear Engineer Zapata:

The Third-Party Procurement Office (3PPO) appreciates the clarity you have shared regarding PREPA's position, particularly your understanding that Javelin's insistence on negotiating terms outside the original RFP guidelines is unacceptable. As you know, our institutional responsibility is to keep all relevant stakeholders informed, especially PREPA, which will ultimately be the contracting entity.

In that context, we wish to inform you that, consistent with the instructions issued by PREPA's Governing Board and with your expressed directive that no deviations from the original RFP terms are permissible, the 3PPO advised Javelin that we could not continue negotiations unless their proposal fully adhered to the RFP's established guidelines. In response, Javelin submitted the attached letter dated November 25, 2025, in which they reiterate their position and indicate that their correspondence supersedes any prior discussions.

Given that these developments may have implications for the next steps in the process, and recognizing that PREPA will be the entity responsible for executing and administering the contract, we believe it is essential that PREPA have the opportunity to review this information and confirm its position before the 3PPO proceeds further.

We respectfully request your guidance on how we should proceed in light of Javelin's communication and the instructions previously issued by the Governing Board.

The 3PPO remains available should you require any clarification or additional information.

Sincerely,

Lcdo. Osvaldo Carlo



President

Third-Party Procurement Office (3PPO)

November 25, 2025

To: Third Party Procurement Office ("**3PPO**") as a representative of Puerto Rico Electric Power Authority ("**PREPA**") and Genera PR LLC ("**GENERA**")

**Re: Request for Proposal 3PPO-0314-20-TPG2 ("RFP")**
**Request for Information "Original Terms and Conditions" ("RFI")**
**Response to Correspondence dated November 20, 2025 ("Response Letter")**

Ladies and Gentlemen:

Global Power Solutions (PR) LLC ("**GPS**" or "**Javelin**" or "**we**" or "**our**") is in receipt of your RFI and Response Letter.

On September 5, 2025, Javelin received a "Notice of Award" in which it was informed that its proposal had been determined to be "in the best interests of Puerto Rico" and, therefore, selected for award. The Notice of Award further informed Javelin that "discussions and negotiations" would ensue to "determine the feasibility of executing definitive agreements." Since that date, Javelin has tried to engage in precisely the meaningful "discussions and negotiations" referenced in the Notice of Award, but thus far has found its exchanges with the 3PPO team to be a one-way street in which there is no actual negotiation of any terms or conditions.

On November 19, 2025, the 3PPO issued a letter stating that, following "recent discussions with the relevant stakeholders," it had been instructed that any continued negotiation must fully comply with the "original terms and conditions of the RFP." The foregoing stands in stark contrast with the fact that Javelin had already been issued a Notice of Award based on the terms and conditions of its fully-developed proposal, and that the RFP provides in Section 16.2.3 that the "terms of the contract model may be materially altered" as a result of "discussions, negotiations, changes, amendments or modifications" with the successful proponent. It is with this background that on November 20, 2025, Javelin requested a meeting with the Energy Czar, Josué Colón, with the intention of working toward reasonable solutions for all parties.

On November 24, 2025, the 3PPO responded that the Energy Czar would not be "available to meet with any individual proponent at this stage to discuss commercial terms or negotiate aspects of the RFP or the Performance Service Agreement," and that communications should be routed exclusively through the 3PPO to "ensure equal treatment of all proponents." It must be noted that Javelin never asked for special or individualized treatment and that it fully endorses the Energy Czar meeting with all proponents. Javelin remains available to engage in such meetings, with equal time provided to all proponents.

With the foregoing background, please find below our response on each of the matters enumerated in the RFI:

i. "The original all-inclusive price structure required under the RFP"

Javelin Response: As previously conveyed in our September 8, 2025 response to the "Contract Terms RFI" issued by 3PPO on September 5, 2025, and in our August 17, 2025 response to 3PPO's August 16, 2025 "Conformance with PREP-Authorized Terms and Conditions RFI", the equipment that Puerto Rico seeks in this RFP is currently some of the most "in demand" equipment in the world – particularly for AI data centers and temporary generation globally – and requires someone to pay the rental costs for the equipment. If 3PPO does not like the form of the capacity payment, **we are available to explore alternative options that ensures the rental payment for the equipment is paid.**

ii. "No guarantees, surcharges, credits, or additional commercial protections beyond what was expressly contemplated in the solicitation documents;"

Javelin Response: As previously conveyed in our September 8, 2025 response to the "Contract Terms RFI" issued by 3PPO on September 5, 2025, and as detailed in our updated proposal to 3PPO and PREPA dated August 21, 2025 (the "Updated Proposal"), Javelin does not require any Buyer security as a part of the transaction under the terms of the Updated Proposal. **As previously communicated, this requirement by the 3PPO is acceptable.**

iii. "No deviations, conditional mechanisms, or alternative pricing structures."

Javelin Response: Please see our response dated November 5, 2025 to 3PPO's "Summary of Changes" request, Javelin's letter dated August 17, 2025 regarding "Conformance with PREB-Authorized Terms and Condition, and Javelin's comprehensive mark-up of the 3PPO Performance Service Agreement Contract submitted with Javelin's RFP response uploaded on August 6, 2025. Javelin has provided comprehensive, annotated explanations and justifications for all requested changes by 3PPO. **These changes are necessary to ensure a viable project is procured by 3PPO/PREPA to provide the necessary services required by the Puerto Rico electric system during this emergency procurement. Javelin, despite numerous requests, has not received any specific feedback on its contract proposals.**

We would like to additionally note the following:

1. Business Plan. Our proposal for provision of the Services have been prepared expeditiously to meet the timeframe set out by 3PPO. We stand ready to dedicate all necessary resources (including senior management) to bring this project over the line.

2. Confidentiality. This Letter is subject to the terms and conditions of the Non-Disclosure Agreement dated 15 July 2025 entered into between 3PPO and Javelin, which Non-Disclosure Agreement remains in full force and effect and governs this Letter and the exchange of information between GPS and 3PPO.

3. Entire Agreement. This Letter supersedes all prior discussions, agreements or understandings between Javelin and 3PPO, whether oral or written, relating to the subject matter of this letter. There are no other written or oral agreements or understandings between GPS and 3PPO with respect to the subject matter herein.

4. Governing Law. This Letter will be governed by and construed under the laws of the State of New York, without giving effect to any conflict or choice of law provision that would result in the application of other laws.

5. Miscellaneous. This Letter may not be relied upon by any person as the basis for a contract by estoppel or otherwise for the completion of the response to the RFP. A binding commitment can only result from the execution and delivery of the definitive documentation. GPS and 3PPO shall not be deemed in a relationship of partners or joint venturers by virtue of this Letter, nor shall either be an agent, representative, trustee or fiduciary of the other. Neither GPS nor 3PPO shall have any authority to bind the other to any agreement.

We would be happy to answer any questions you may have, or to discuss any of the foregoing in greater detail, please reach out to Spencer Sloan at spencer.sloan@jvln.com or I can be reached at jon.sacks@jvln.com or (332) 529-6526.

Very truly yours,

**Global Power Solutions (PR) LLC**

By:
Name: Jonathan Sacks
Title: Director