REQUEST FOR PROPOSAL

3PPO-0314-20-TPG
Emergency Temporary Power Generation

Issued by the Third-Party Procurement Office (3PPO)

Date Initial RFP Issued: March 25, 2025

Proposal Submissions Due: April 25, 2025

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Attachments

The RFP consists of the following attachments to be used for reference purposes or as part of the pre-bidding process.

1 Attachment A.1 – Scope of Supply
2 Attachment A – PowerAdvocate® Guide
3 Attachment B – Non-Disclosure Agreement
4 Attachment C – Notice of Intent to Bid
5 Attachment D – Question and Answer Form
6 Attachment E – Vendor Registry Requirements
7 Attachment F – Purchase Agreement
8 Attachment G - Genera Procurement Manual
9 Attachment H – Restricted Parties List
10 Attachment I.1 – Specifications Aguirre Power Plant 230kV Switchyard
11 Attachment I.2 – Specifications Costa Sur Power Plant 230kV Switchyard
12 Attachment J - Health, Safety and Environmental Certifications

Exhibits

The RFP consists of the following exhibits that are to be completed by the Proponent and submitted as part of the proposal.

1 Exhibit A – Proposal Mandatory Requirements Checklist
2 Exhibit B – Statement of Qualifications
3 Exhibit C – Authorization for Background and/or Financial Information
4 Exhibit D – Certifications Affidavit Non-Conflict of Interest
5 Exhibit E – Price Proposal
6 Exhibit F – Comparable Projects
7 Exhibit G – References
8 Exhibit H - Bid Guarantee
9 Exhibit I – S/M/WB/LS Forms
10 Exhibit J – Supplier General Information
11 Exhibit K – Proposal Submission Instructions

1. INTRODUCTION

1.1. Designation of Genera as PREPA's Agent

On January 24, 2023, the Puerto Rico Public-Private Partnerships Authority, a public corporation of the Commonwealth of Puerto Rico, created by Act of June 8, 2009, No. 29 ("**P3A**"), Genera PR LLC, a limited liability company organized under the laws of Puerto Rico ("**Genera**") and the Puerto Rico Electric Power Authority, created by Act of May 2, 1941, No. 83 ("**PREPA**") entered into the Puerto Rico Thermal Generation Facilities Operation and Maintenance Agreement (the "**Generation O&M Agreement**"), whereby P3A, Genera and PREPA agreed that as of the Service Commencement Date (as defined therein), which occurred on or about July 1, 2023, Genera would become the operator of the Legacy Generation Assets (as defined therein), as an agent of PREPA.

Pursuant to section 5.2(b) (Agent Designation) of the Generation O&M Agreement, PREPA designated and appointed Genera as its agent, and Genera accepted such designation and appointment, for the purpose of entering into Facility Contracts (as defined therein) on behalf of and for the account of PREPA, as may be necessary or appropriate to operate and maintain the Legacy Generation Assets.

In accordance with the Generation O&M Agreement and Genera's Procurement Manual, Genera PR LLC ("Genera"), acting as the agent of PREPA, is soliciting proposals from qualified entities to design, deploy, operate, and maintain temporary emergency power generation units in Puerto Rico.

1.2. Designation of the THIRD -PARTY PROCUREMENT OFFICE ("3PPO")

To avoid or mitigate against the risk of organizational conflicts of interest in PREPA procurements, P3A established the 3PPO to perform and oversee certain PREPA procurement activities, which include the drafting and posting of this RFP and the collection and review of Proponent responses. Regulatory Compliance Services, Corp. ("**Recoms**"), contracted by P3A, operates the 3PPO.

Pursuant to the requirements of the Generation O&M Agreement and the Procurement Manual, Genera shall employ multiple means to avoid, mitigate and neutralize any actual or apparent Organizational Conflict of Interest. Therefore, to ensure a fair, just and competitive process, with complete independence and autonomy from Genera's judgment or decision making, including parameters for evaluation, selection and contract administration of the Selected Proponent(s), the Third-Party Procurement Office ("**3PPO**") will manage this RFP. All procurement activities, including contract administration, related to this RFP will be conducted, monitored, and executed by the 3PPO; the third party who was independently selected by P3A through a formal procurement process.

1.3 AUTHORITY AND RESPONSIBILITIES

With respect to this RFP, in accordance with Act 120 and Act 29, the 3PPO will independently and ethically manage PREPA procurement activities consistent with the GENERA Procurement Manual and all relevant federal and state laws and regulations. A contract resulting from this RFP will be a contract with PREPA executed by its agent, GENERA. The 3PPO is acting as servicing agent. As an independent third party, the 3PPO drafted and published this RFP, will evaluate responses, will submit its selection recommendation to P3A,

and will negotiate and draft resulting contracts, and share post-award contract administration responsibilities with GENERA, when applicable.

1.4 PROPONENT'S ACKNOWLEDGEMENT

By submitting a proposal in response to this RFP, the Proponent acknowledges the authority and role of the 3PPO as outlined herein and agrees to cooperate fully with the 3PPO in all matters related to the procurement process.

To avoid or mitigate an organizational conflict of interest or apparent organizational conflict of interest in this procurement action, Genera has opted to invoke the 3PPO process. In the event that no entity with an organizational conflict of interest submits a proposal in response to this RFP, the 3PPO may revert the procurement action to Genera to independently manage and administer the procurement process, including evaluation of proposals, contract award, and post-award contract administration.

To facilitate the identification of organizational conflicts of interest, Proponents must identify if they, or a member of their bid team (as contractor, partner, or otherwise) have an organizational conflict of interest with Genera, PREPA, P3A, or Recoms. Restricted Parties The following entities will be deemed "Restricted Parties" and neither they nor their respective directors, officers, partners, employees and persons or legal entities Related to them are eligible to participate as Team Members or to otherwise assist any Respondent or Team Member, directly or indirectly, or participate in any way as a director, officer, employee, advisor, counsel, accountant or other consultant or otherwise in connection with any Respondent. Each Respondent will ensure that each Team Member does not use, consult, include or seek advice from any Restricted Party. **(See Attachment H for details)**

This approach is intended to safeguard against organizational conflict of interest impacts, and grants GENERA the flexibility to resume control if no organizational conflicts arise during the competitive procurement process.

1.5 GENERA Procurement Manual

This RFP process will be governed by and subject to the provisions of Genera's Procurement Manual (the "**Procurement Manual**"), which is attached hereto as **Attachment G** (*Genera's Procurement Manual*). The selected solution must comply with all regulatory requirements, including those set by the EPA, PREB, the Puerto Rico Environmental Quality Board, the Clean Water Act, the Clean Air Act, and all applicable federal and local environmental laws. Additionally, proposals must comply with the competitive procurement conditions established by the Puerto Rico Energy Bureau (PREB) Resolution and Order (Case No.: NEPR-MI-2024-0004), which mandates that all energy solutions ensure competitive pricing and approval by PREB. The proponent must submit transparent and cost-effective pricing structures that align with market competitiveness and regulatory standards. The units must connect to existing transmission infrastructure with the necessary grid stabilization equipment.

2 STATEMENT OF CONFIDENTIALITY

The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written

consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that is under the obligation to be disclosed pursuant to the applicable laws or regulations, or orders of the court or other government authorities.

This document can only be used to prepare the Proposal for this RFP.

This RFP contains PREPA/GENERA's confidential and proprietary information, which is provided solely to allow the Proponent to respond to this RFP. The Proponent agreed to maintain the confidentiality of the information and to not disclose this information to any person outside the Proponent's team directly responsible for preparing the Proposal for this RFP by signing the Non-Disclosure Agreement ("NDA"). This document can only be used to prepare the Proposal for this RFP.

Proponents must submit a signed Non-Disclosure Agreement ("NDA") on or before the due date, as stated in RFP Timeline. The NDA is included as **Attachment B – (Non-Disclosure Agreement).** Proponents will submit the signed NDA via PowerAdvocate® through the Messaging tab of the RFP event. The NDA will not be accepted if sent via any other method not specified herein.

3. RFP BACKGROUND

In the last decade, Puerto Rico has suffered from massive infrastructure damage, private property damage and loss of life due to natural disasters, including hurricanes Irma, María and Fiona, as well as the 2020 earthquakes. Hurricane María made landfall in Puerto Rico on September 20, 2017, as a Category 4 hurricane, shortly after Category 5 Hurricane Irma impacted the island. María's sustained winds of up to 155 mph destroyed the island's power grid and left 3.4 million residents without electricity. 5.8 and 6.4 magnitude earthquakes and related aftershocks in January 2020 caused island-wide blackouts and damaged critical power plants and electrical infrastructure on the island. Hurricane Fiona then made landfall on September 18, 2022, with winds of 103 mph and 30 inches of rain, exceeding the 2017 hurricanes. The heavy rainfall caused flash flooding, mudslides and left the island without electricity once again.

In response to the severity of the hurricanes and earthquakes' impacts, the federal government issued several major disaster declarations for Puerto Rico, mandating federal assistance to supplement local recovery efforts in the affected areas, pursuant to Federal Emergency Management Agency ("**FEMA**") Disaster Declarations DR-4339-PR and FEMA-DR-4473-PR. Other federal agencies, including the U.S. Department of Housing and Urban Development ("**HUD**"), have also allocated funds for disaster recovery efforts. These efforts have included support for temporary generation units around the island, which have been transferred to PREPA and have been approved to be used until December 2027.

As the Puerto Rico Government continues the implementation of the recovery response, PREPA and Genera, as PREPA's agent, continue working with the Central Office for Recovery, Reconstruction and Resiliency ("**COR3**") to support the disaster recovery efforts with efficiency and transparency to develop a more efficient and reliable generation system, and in turn, facilitate the economic development of Puerto Rico. Fuel supply diversity (i.e., in type of fuel and delivery mode) is one of the initiatives that Genera is pursuing to create a more efficient and reliable generation system.

Genera currently maintains a series of generation units that are out of service due to repairs and breakdowns, which limit the available system capacity. The deadline for commissioning the emergency generation units is **June 1, 2025**, a critical period as Puerto Rico enters its peak demand season in summer due to rising temperatures. Additionally, the Atlantic hurricane season begins in June and extends until November, with peak energy demand typically occurring in August and September. Several base units are undergoing repairs including San Juan #6 (220 MW), San Juan #7 (100 MW), Palo Seco #4 (216 MW), Costa Sur #5 (410 MW), Aguirre #1 (450 MW), and Aguirre #2 (450 MW). The total generation deficit currently stands at 1,846 MW. However, preliminary inspections indicate that Aguirre #1 will not be available for the remainder of 2025. Aguirre #2's availability by mid-2025 is uncertain, pending an inspection by the manufacturer at their facility outside Puerto Rico. This situation leaves the system with an estimated available capacity of 2,800 MW, while summer peak demand is projected to reach or exceed 3,200 MW. If the base units are not restored in time, Puerto Rico's energy grid will lack the necessary capacity and reserves to meet peak demand.

The 3PPO is committed to ensuring that all Work performed pursuant to this RFP is eligible for FEMA PA grant funding and conducted in full compliance with all applicable Federal and Government of Puerto Rico (GPR) regulations, policies, and guidance. Qualified firms must possess all required Federal and Government licensing necessary for the execution of this project. This includes, but is not limited to, programs such as the FEMA Public Assistance (PA) Program, Hazard Mitigation Grant Program (HMGP), and Private Property Debris Removal (PPDR). Additionally, compliance with the HUD Community Development Block Grant (CDBG) and CDBG-Disaster Recovery (CDBG-DR) Programs, U.S. Department of Energy (DOE) Grid Resilience and Weatherization Assistance Programs, and the U.S. Department of Transportation (DOT) Federal Highway Administration (FHWA) Emergency Relief and Federal Transit Administration (FTA) Emergency Response Grants is required. Other applicable federal programs include the FAA Airport Improvement Program (AIP), DOI National Park Service Disaster Recovery Grants, USDA Emergency Watershed Protection and Rural Utilities Service Programs, and HHS Social Services Block Grant (SSBG) for Disaster Relief. Furthermore, firms must adhere to OSHA worker safety regulations for electric power infrastructure, EPA Diesel Emissions Reduction Act (DERA) standards, Jones Act (46 U.S.C. § 55102) and all other relevant federal, state, and local guidelines to ensure compliance and eligibility for federal reimbursement.

The RFP must be construed and interpreted in accordance with the laws in force in the Commonwealth of Puerto Rico and the federal laws of the United States of America, applicable therein.

Because the contract may be funded in whole or in part with federal funds, it must comply with applicable federal terms and conditions governing the use of such funds. This includes adherence to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as set forth in 2 C.F.R. Part 200, as well as any other applicable federal regulations and guidelines.

4. PURPOSE OF THE RFP

The purpose of this RFP is to identify one or more eligible proponents capable of delivering a turnkey emergency power generation solution through a temporary interconnection. The proposed solution must be resilient to adverse weather conditions and extreme climate events. Therefore, proponents must present in their proposal a clear demonstration of the expected

downtime, if any, in the event of a hurricane or other critical incident. This will allow us to assess how quickly power generation can be restored.

The solution may include floating power generation units (barges) or any other land-based solution with individual capacities of up to 400 MW, ensuring a total combined capacity of up to 800 MW. The required total generation capacity is up to 800 MW, with Aguirre supporting up to 400 MW at 230 kV at 60 Hz and Costa Sur supporting up to 400 MW at 230 kV or/and 115kV at 60 Hz.

Alternatively, proponents may propose mobile gas turbine solutions, provided that they specify the exact location for installation and conduct site visits to verify available space.

Proponents must also present a complete interconnection plan, detailing solutions for integrating the power generation system into the existing transmission infrastructure. **(Refer to Attachment I.1 & I.2)**

Proponents should submit pricing based on a price per kWh However, all associated costs related to interconnection, mobilization, and demobilization must be clearly itemized. Interconnection costs, mobilization costs, and demobilization costs should be presented separately and not included in the per kilowatts-hours, as these costs will be negotiated separately. The interconnection process will be executed in coordination with Luma and Genera.

As part of the interconnection plan, proponents must submit a detailed list of equipment and materials to be used for interconnection with their cost. This list should specify the components required to ensure proper integration with the existing transmission system.

For evaluation and negotiation purposes, proponents must prepare their price proposal by separately itemizing costs for Costa Sur and Aguirre following Exhibit E-Price Proposal.

A detailed schedule must be provided, ensuring that the project achieves full commercial operation no later than June 1, 2025.

Proposal must include the following:

a. Temporary Grid Integration:

    - Project must ensure that interconnection solutions are tailored to existing grid capabilities.
    - Coordination with system operators is crucial to facilitate a seamless connection.

b. Weather Resilience:

    - Land-based power solutions must be designed to withstand hurricane-force winds, storm surges, and severe weather conditions. The proposal must clearly specify the engineered resilience of the proposed solution.

Location Feasibility:

- Proposed land-based power generation solutions, including those that may incorporate battery energy storage systems, must undergo a site assessment.

- The assessment should evaluate the physical space required for all equipment, including generators, transformers, batteries (if applicable), fuel storage, and access roads.

- Proponents must also consider the proximity to existing electrical infrastructure for interconnection purposes.

- In addition, the assessment must include an initial review of potential environmental impacts, such as emissions, noise, land use restrictions, and risks to nearby water sources or protected areas.

- The findings of the site assessment must be included in the proposal to demonstrate the suitability and readiness of the proposed location for temporary power deployment.

c. Fuel Supply and Cost Structuring:

The cost must be presented as a turnkey solution, with all costs related to power generation, including fuel, established on a price-per-kWh basis. However, mobilization and interconnection costs must be presented separately and independently. A clear separation of these costs (interconnection, mobilization, etc.) ensures transparent financial planning and prevents the misallocation of expenses within the hourly rate.

Electrical Infrastructure – Step-Up Transformer and Protection Systems:

• The proposal must include a main step-up power transformer to match generation output with the interconnection voltage level.

• Appropriate protection and control systems must be provided to safeguard both generating equipment and the utility grid, including relays, breakers, and surge arrestors.

• Design must comply with relevant utility standards and accommodate temporary grid configurations.

d. Schedule:

- Time is a critical factor in the successful execution of this project. The proposal must include a detailed and realistic project schedule that demonstrates the proponent's ability to complete the scope of work within the timeline established in this RFP.

5. The proposal must include a detailed mobilization and power generation supply schedule. This schedule should detail all activities leading to full operational readiness by **June 1, 2025**, as required by this RFP. This includes, but is not limited to, logistics planning, transportation and delivery timelines, on-site setup, equipment testing, and commissioning.

CONTRACT TERM

The Purchaser intends to award one or more Contract(s) as a result of this RFP. P R E P A / GENERA has anticipated the award of the resulting contract for an initial period of **One (1) year** from the effective date of the contract, with **two (2) extension option** terms of **one (1) year each** if mutually agreed upon in writing by both parties, prior to the conclusion of each fiscal year, subject to Proponent's satisfactory performance, availability of funds, and required authorizations according to GENERA's policies and regulations; and the approval of the FOMB.

A model of the contract, excluding service descriptions and associated pricing details that will be determined during the contracting phase, will be included with this RFP as **Attachment F-Purchase Agreement**, which provides details on submission requirements related to the Model Contract. The Proponent must comply with the Terms & Conditions of GENERA's Contract. PREPA/GENERA reserves the right to replace or modify the Model Contract included with this RFP at any time.

6. FUNDING SOURCE

Funding for this contract shall be sourced from the Puerto Rico Electric Power Authority (PREPA)'s self-generated revenues as a public corporation and may be supplemented by available or future Federal emergency funds designated for energy infrastructure resilience and recovery. The disbursement of funds is subject to applicable local and federal laws, regulations, and RFP conditions.

7. PROPOSAL SUBMISSION INSTRUCTIONS

Proponents must submit their proposals through the PowerAdvocate® platform. Proposals submitted after the deadline, via the Messaging tab, or that are incomplete will be disqualified. No extensions will be given to individual Proponents, although time extensions may be granted to all if necessary. All document submissions must follow the guidelines detailed in **Exhibit K-PROPOSAL SUBMISSION INSTRUCTIONS,** and Proponents are responsible for ensuring that documents are fully uploaded before the closing date and make sure all the Mandatory Required Documents have been uploaded as per **Exhibit A – Proposal Mandatory Requirements Checklist**. The RFP process does not create any legal relationship until a final agreement is negotiated and signed, and proposals must remain valid for 180 days from the submission date. All costs related to the RFP are the Proponent's responsibility. Technical support is available through PowerAdvocate®.

The **PowerAdvocate® guide** is included as **Attachment A** of this RFP. For technical assistance with the sourcing platform application please contact PowerAdvocate®'s technical support at (857) 453-5800, or by email at: support@poweradvocate.com.

8. RFP TIMELINE

The following schedule provides the key dates of the RFP process. **Please note that the RFP Timeline includes target dates that are subject to change.** It is the sole responsibility of Proponent to monitor PowerAdvocate® for updates to the RFP Timeline.

No.	Milestone	Targeted Date
1	RFP Released to Public	**Tuesday, March 25, 2025**
2	Initial Mandatory Meeting*	**Tuesday, April 1, 2025**
3	Mandatory Site Visits (two for each site) *	**Week of April 7-11, 2025**
4	Q&A Period Deadline, & Signed Confidentiality Submission Due Date	**Thursday, April 14, 2025**
5	Q&A Answers Period Deadline to question(s) submitted	**Monday, April 18, 2025**
6	Notice of Intent to Bid	**Wednesday April 23, 2025**
7	Proposal Submission Due Date	**Friday, April 25, 2025**
8	Genera and/or 3PPO to issue Notice of Intent of Award to Selected Proponent	**Wednesday, April 30, 2025**
9	Genera and/or 3PPO to sign contract with Selected Proponent	**Friday, May 2, 2025**

*** Attendance at the mandatory site visit and Initial meeting is required. Proponents who fail to attend will be automatically disqualified from the RFP process. Site visits will be coordinated in an initial Mandatory meeting.**

3PPO and Genera will not consider Proposal submissions that Proponents fail to completely upload by the time and date corresponding to the "**Proposal Submission Due Date**" in the column captioned "Targeted Date" of the table above, as applicable. Proponents are encouraged to allow enough time to upload their documents and to confirm that the files are available for Genera's review.

This date is an estimate, and the 3PPO will communicate the award decision at its earliest convenience.

Proposal submissions that have not been completely uploaded by the Proposal Submission Date, will not be considered. Proponents are encouraged to allow enough time to upload their Proposals and to confirm that the files are available for the 3PPO and/or GENERA's review.

- **Question & Answer Period**

  Note that a Proponent may submit question(s) to the 3PPO for explanation or interpretation of any matter contained in this RFP through the **Question and Answer ("Q&A")** period. Proponents should submit each question in the Q&A form included in **Attachment D** via PowerAdvocate® through the Messaging tab.

  Proponents must submit their questions in the Q&A form included in **Attachment D – (Questions and Answers Form).** This document must be submitted in Microsoft Excel format and each question must reference the RFP page number, section of the RFP document, RFP

Attachment, or section of the model contract. No questions will be accepted after the deadline provided in the above schedule or in any form not specified herein.

The responses to the questions will be provided to all potential proponents through PowerAdvocate® on the timeline specified in the RFP Timeline. Questions from Proponents must not contain proprietary information because the questions and answers may be published in the public domain. Please note that the 3PPO and GENERA do not guarantee answers to all questions or comments received. Be advised that improperly submitted questions may be rejected.

If responses to the questions require a modification or additions to the original RFP, the 3PPO will issue an Addendum posted on PowerAdvocate®. If Proponent has already submitted its Proposal, or any part thereof, to the 3PPO before the issuance of an Addendum, Proponent may submit a revised Proposal by the Proposal Submission Date and Time, and in appropriate cases the 3PPO may extend the Proposal Submission Date and Time.

9. EVALUATION METHODOLOGY AND SELECTION PROCESS

The Committee members will independently evaluate each response and assign a score for each criterion. The scores and criteria weight will be used to calculate Quality Points for each Proponent. The Quality Points will be calculated for each proposer by multiplying the Evaluator's rating for each evaluation criterion times the weight for the corresponding criteria.

Each Proposal that meets all submission criteria requirements will be independently reviewed and evaluated by an Evaluation Panel formed of a cross-functional team of Subject Matter Experts. The Evaluation Panel will consider the evaluation criteria specified under the table below to perform their evaluations.

Proponent must comply with all in Exhibit K – PROPOSAL SUBMISSION INSTRUCTIONS- WRITTEN CONTENT REQUIRMENTS.

Criteria Category	Overall Weighting %
Experience and Capacity	20%
Approach to Services Fulfillment	15%
Approach to Power Generation Solutions	5%
Pricing	30%
Schedule	30%

10. COMMUNICATIONS

All communications regarding this RFP must be made through the Messaging tab of PowerAdvocate®.

Neither Proponent nor any Proponent team members, nor any of their respective advisors, employees, or representatives may contact or attempt to contact, either directly or indirectly,

at any time during the RFP process, any of the following persons on matters related to this RFP process, the RFP documents, or the Proposals: (a) the 3PPO, or its employees, representatives, or advisors (other than the 3PPO Project Manager); and (b) GENERA, PREPA or P3A employees, representatives, or advisors.

- **Prohibited Communications During the Blackout Period**

  The blackout period is a specified period during a competitive procurement process in which any Proponent, bidder, or its agent or representative, is prohibited from communicating with 3PPO, GENERA or P3A employee or GENERA contractor involved in any step of the procurement process about the solicitation. The blackout period applies not only to the P3A, 3PPO or GENERA employees but also to any current contractor of GENERA. “Involvement” in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular period.

  All communications to and from potential Contractors and/or their representatives during the blackout period must be in accordance with the RFP’s defined method of communication with the Designated Procurement Representative. The blackout period begins on the date that the 3PPO first publishes this RFP and will end after the dispute period has passed.

  In the event a Proponent may also be a current 3PPO or GENERA Contractor, GENERA employees and said Proponent may contact each other with respect to their existing contract and duties only. Under no circumstances may any individual involved in the evaluation or review of proposals, other than the 3PPO’s designated Procurement Representatives discuss this RFP, the corresponding procurement process, or its status with potential Proponents.

  Proposals must be submitted with no connection to, knowledge of, information comparison, or arrangement with other Proponents, including their directors, officials, employees, consultants, advisers, agents, or representatives.

  Any Proponent who violates the blackout period may be excluded from the awarding contract and/or may be liable to the 3PPO or GENERA in damages and/or subject to any other remedy allowed under the law.

  All communications must be in the English language.

- **Notice of Intent to Bid**

  Proponents must confirm their intent to submit a proposal in response to this RFP by submitting to the PPO a completed version of the form set forth in **Attachment C – (Notice of Intent to Bid**). The completed form must be submitted through the Messaging tab in PowerAdvocate® on or before the deadline for submission set forth in RFP Timeline Proponent will not be considered after the submission date. Proposals from Proponents who fail to timely submit a Notice of Intent to Bid will be disqualified from evaluation. Please note that any notice to intend to bid not submitted via **Attachment C** will not be considered as such.

- **Proposal Errors, Omissions, and Modifications**

  A Proponent may modify or withdraw its Proposal at any time before the due date (closing date in PowerAdvocate®) as established in the RFP Timeline. All modifications must be made in writing and will be submitted in the same manner as the original Proposal per the terms of this RFP. The Proponent must submit its modified Proposal along with a cover letter with the modified RFP and must include Proponent's name, contact information, mailing address, submission date, modification number, and the Project Title. Timely withdrawal of a Proposal does not preclude Proponent's right to submit another Proposal provided the new Proposal is submitted by the due date. Notice of withdrawal may be provided before the due date of RFP proposal submissions, in writing, through the Messaging tab, or by deleting the uploaded Proposal documents from the event before the closing date of the RFP.

  3PPO and GENERA reserves the right to waive minor discrepancies in proposals. A "minor discrepancy" is a defect or error which does not materially affect the deadlines or process for submitting proposals, or the price, quality, quantity or delivery schedule of the goods or services being procured. Purchaser will not allow any one Proponent to clarify or submit additional information after the Submission Due Date of this RFP without providing equal opportunity to all Proponents to clarify or submit additional information.

- **Ownership of Proposals**

  All materials submitted in response to this RFP must become the property of GENERA. Selection or rejection of a submittal does not affect this provision.

- **Non-Binding Nature and Validity of Proposal**

  The procurement process is not intended to create and must not create a formal legally binding bidding process and must instead be governed by the laws applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the RFP must not give rise to any legal obligations; and (b) neither the Proponent nor the 3PPO and GENERA must have the right to make any breach of contract, tort, or other claims against the other concerning the award of a contract, failure to award a contract or failure to honor a response to the RFP.

  The RFP process is intended to identify prospective proponents to negotiate potential agreements. No legal relationship or obligation regarding the procurement of any good or service must be created between the Proponent and the 3PPO or GENERA by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

  Proponent must submit a proposal that is valid for no less than one hundred and eighty (180) days.

11. RESERVATION OF RIGHTS

The 3PPO and GENERA reserves the right to withdraw or modify this RFP at any time. The decision to select a Proponent for further negotiation and discussion by the 3PPO and/or GENERA is contingent upon GENERA's sole determination, acting in its discretion, that it is in the best interests of GENERA to select such Proponent, in whole or in part, based upon any factors the 3PPO and/or GENERA determines are relevant, which include price and may

include but are not limited to compliance with specifications; ability to carry out the work; quality and adaptability of the materials, goods, equipment, or services offered; financial responsibility; expertise; experience; reputation of business integrity; safety; and the dates for the delivery or performance offered, etc. The 3PPO and/or GENERA will use all reasonable efforts to indicate to a Proponent in writing that it has been selected to enter into negotiations. If 3PPO and/or GENERA and the selected proponent(s) fail to agree on contract terms, the 3PPO and/or GENERA may conduct negotiations with the next most qualified proponent. The 3PPO and/or GENERA will use all reasonable efforts to communicate its award determination in writing to all Proponents that submitted Proposals.

GENERA reserve the right to award the contract to other than the lowest-priced Proposal. The 3PPO and/or GENERA reserves the right, in its discretion, to disqualify any Proposal that does not comply with or meet the requirements set out in the RFP. Additionally, GENERA reserves the right to grant more than one Contract and/or select more than one qualified Proponent, to award all or any of the services required in the RFP.

The 3PPO and GENERA also reserve the right, without limitation to:

- Transfer responsibility for completing the procurement process begun by this RFP from the 3PPO to GENERA if no Covered Party submits a proposal.
- Waive minor discrepancies in a Proposal that do not materially affect the deadlines or process for submitting proposals, or the price, quality, quantity or delivery schedule of the goods or services being procured.
- Reject any proposal that does not meet the mandatory requirements of this RFP as per **Exhibit A- Proposal Mandatory Requirement Checklist**, including but not limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- Cancel this solicitation and reissue the RFP or another version of it if it is considered that doing so is in the public's best interest.
- To reduce, adjust or increase contracted power generation and service without prejudice or liability, if:
    - Funding is not available.
    - Legal restrictions are placed upon the expenditure of monies for this category.
    - GENERA's requirements in good faith change after the award of the contract.
- Issue an award to more than one Proponent based on ratings.
- To require additional information from all Proponents to determine responsibility levels.
- To contact any individuals, entities, or organizations that have had a business relationship with the Proponent.
- To contract with one or more qualified Proponents as a result of the selection of qualified Proponents or the cancellation of this RFP.
- This RFP process does not constitute a commitment by the 3PPO nor GENERA to award

the RFP and execute a contract.

12. PROPOSAL CLARIFICATION REQUESTS

The 3PPO and GENERA reserves the right, at any time, whether prior to or after the preparation of the list of short-listed Proponents (if applicable), to request that any one or more Proponents clarify their Proposal in accordance with these RFP instructions. Without limiting the generality of the foregoing, the 3PPO or GENERA may request clarification where any one or more Proponent's intent is unclear (including where there is an irregularity or omission in the information or documents provided by Proponents in their Proposals). The 3PPO or GENERA may, at its discretion, choose to meet with one, some, or all Proponents to clarify any aspects of their Proposals. The 3PPO or GENERA may require Proponents to submit supplementary documents clarifying any matters contained in their Proposals, or the 3PPO or GENERA may prepare a written interpretation of any aspect of a Proposal (including meeting minutes) and seek the respective Proponent's acknowledgment of that interpretation.

13. RIGHT TO REJECT PROPOSAL

If a Covered Party is identified as a proponent, the 3PPO will retain responsibility for overseeing the procurement process to prevent the risk of unfair competition. If no such conflict is identified, the 3PPO may transfer the procurement process to GENERA, and GENERA may assume responsibility for managing and administering the procurement process, to include evaluation, contract award and post-award contract administration.

The entity with responsibility for overseeing the procurement process reserves the right, at its discretion, to reject and not review any Proposal which does not comply with or meet the requirements set out in the RFP.

The entity with responsibility for overseeing the procurement process will evaluate proposals consistent with the criteria and procedures established in this RFP and reserves the following rights, at its discretion to:

- reject or select a Proponent for negotiations or submission of a BAFO.

- request clarifications or enter into discussions or negotiations in respect of the services with one or more Proponents or their respective partners, consortium members, or joint venturers.

- enter into one or more agreements for the supply or performance of all or any part of the services with one or more Proponents or their respective partners, consortium members, or joint venturers, , for the purpose of obtaining the best agreement possible for all or any part of the services that The entity with responsibility for overseeing the procurement process, in its discretion, deems to be in PREPA's best interests;

- discuss the terms of a Proposal submitted by a Proponent for the purposes of clarification and negotiation, consistent with the terms and conditions of this RFP and any amendments thereto.

- cancel all or any portion of this Proposal process at any time, without prior notice to Proponent, and procure the services, or any portion of the services, by some other means;

and

- enter into a contract (including a contract that is substantially the same as the contract model) in respect of the services, or a portion or portions thereof, with any other third parties.

14. SELECTION OF PROPONENTS FOR NEGOTIATIONS

12.1 Selection Process for Negotiations:

14.1.1. The entity with responsibility for overseeing the procurement process 3PPO or GENERA will, acting at its discretion and following the submission deadline, select one or more Proponents to enter negotiations with the 3PPO or GENERA. The entity with responsibility for overseeing the procurement process 3PPO or GENERA will use all reasonable efforts to indicate to a Proponent in writing that it has been selected to enter into negotiations.

14.1.2. At the discretion of the entity with responsibility for overseeing the procurement process, the selection process may occur in multiple stages, and Proponents not initially selected may be invited to enter negotiations with the entity with responsibility for overseeing the procurement process following the commencement of negotiations with other Proponents.

14.1.3. The entity with responsibility for overseeing the procurement process may elect to award no contracts in response to this RFP, to award a single contract, or award multiple contracts for the same or similar supplies or services under this solicitation.

14.2. Negotiation of a Final Agreement

14.2.1. The entity with responsibility for overseeing the procurement process will enter into negotiations with one or more selected Proponents. In the event negotiations commence with more than one selected Proponent, such negotiations will be concurrent. The 3PPO or GENERA will provide each of the selected Proponents with any additional information and may seek further information and Proposal improvements from each of the selected Proponents.

14.2.2. Following the negotiations, each of the selected Proponents may be invited to revise its initial Proposal and submit its best and final offer (“BAFO”) to the entity with responsibility for overseeing the procurement process.

14.2.3. The BAFO of each of the selected Proponents will be evaluated against the same criteria as the initial Proposals submitted by the selected Proponents. The top-ranked Proponent may then be selected to enter into a final round of non-binding discussions and negotiations to determine the possibility of GENERA and such Proponent entering into a final written agreement for the provision of all, or part of, the services. Any such final agreement will be based on the contract model **Attachment F- Purchase Agreement.** The terms of the contract model may be materially altered as a result of the above discussions,

negotiations, changes, amendments, or modifications with the successful Proponent.

14.2.4. The entity with responsibility for overseeing the procurement process reserves the right, at its discretion, to identify one or more successful Proponents who will enter into a final round of non-binding discussions and negotiations to determine the possibility of GENERA and such Proponent entering into a final written agreement for the provision of all, or part of, the services as a result of those negotiations.

14.2.5. GENERA, the 3PPO and P3A will incur no liabilities to any Proponent as a result of, or arising from, a failure to enter into a final written agreement in relation to the services.

14.2.6. The entity with responsibility for overseeing the procurement process reserves the right, in its discretion, to choose not to engage in the BAFO process and to proceed to enter into direct negotiations with the top Proponent.

14.3. Non-Selection of a Proponent

The entity with responsibility for overseeing the procurement process will use reasonable efforts to notify an unsuccessful Proponent if it has yet to be initially selected for negotiations. If Proponent is unsuccessful, it agrees that by submitting a Proposal, it will not have a claim for, and hereby irrevocably, absolutely and finally releases GENERA, P3A, and the 3PPO from any breach of procedural fairness, including where the terms of any final agreement differ from those in the contract model (whether materially or otherwise) that will be included in the RFP.

14.4. GENERA's Discretion to Select Proponents

The decision to select a Proponent for further negotiation and discussion is contingent upon the determination, acting in its discretion, by the entity with responsibility for overseeing the procurement process that it is in the best interests of PREPA to select such Proponent, in whole or in part, based upon the evaluation criteria in this RFP.

15. CONFIDENTIALITY OF RESPONSES & PROPRIETARY INFORMATION

Any contract(s) resulting from this RFP will be entered into between the Proponent(s) and GENERA as agent for PREPA – an instrumentality of the Commonwealth of Puerto Rico. As such, they are public contracts. Further, the costs incurred under any contract(s) resulting from this RFP are expected to be submitted to the Federal Government for reimbursement. Accordingly, upon completion of the RFP process, all documents regarding the procurement and selection process may be released publicly or to Commonwealth or Federal grant awarding agencies.

To facilitate compliance with information laws and federal oversight requirements, if a Proponent submits trade secrets or other confidential commercial information in its Proposal, Proponent must also submit a redacted copy of their Proposal. The redacted copy must include a written explanation of why any redacted information is confidential or proprietary, including why the disclosure of the information would be commercially harmful, specifically refer to any legal protection currently enjoyed by such information and why the disclosure of such

information would not be necessary for the protection of the public interest, and request that the documents so labeled be treated as confidential by GENERA.

GENERA reserves the right to make public the redacted copies of the Proposals at the conclusion of the RFP process. If a redacted copy is not submitted by a Proponent, GENERA will assume that the original copy of the Proposal can be made public. Proposals containing substantial content marked as confidential or proprietary may be rejected. Provision of any information marked as confidential or proprietary must not prevent GENERA from disclosing such information if required by law or the requirements of any Federal grant agreement applicable. The executed contract(s), if any, and all prices set forth therein must not be considered confidential or proprietary, and such information may be made publicly available.

i. Proposals submitted in response to this RFP may contain proprietary information, and employees must maintain the confidentiality of such information, sharing it only on a need-to-know basis.

ii. Employees with information about the weighting of evaluation criteria, the evaluation of Proponent proposals, and the selection of Proponents must maintain that information in confidence. That information may not be shared with anyone outside of the 3PPO or P3A, or if no Covered Party responds to the RFP and responsibility transfers to GENERA. That information may not be shared with other employees who do not have a bona fide need to know. Nothing in this RFP, including this section regarding confidentiality, is intended to restrict cooperation with audits or internal reviews by the Puerto Rico Comptroller's Office, P3A, or in the case of federal grants, the federal awarding agency, the Puerto Rico entity serving as a pass-through entity, or the Comptroller General of the United States.

16. CONFLICT(S) OF INTEREST

To avoid or mitigate the risk of a real or apparent Organizational Conflict of Interest, the 3PPO has issued this RFP. If a Covered Party is identified as a proponent, the 3PPO will retain responsibility for overseeing the procurement process to prevent the risk of unfair competition. If no such conflict is identified, the 3PPO may transfer the procurement process to GENERA, and GENERA may assume responsibility for managing and administering the procurement process, to include evaluation, contract award and post-award contract administration.

The selected Proponents, upon receiving a contract through this RFP, will be prohibited from representing any other Proponent before GENERA, except for those specifically assigned under the terms of this contract while it is in effect.

An apparent conflict of interest is an existing situation or relationship that would cause a reasonable person to think that a Covered Party's judgment is likely to be compromised because the Covered Party, their agent, any member of his or her immediate family, or an organization which employs or is about the employ any of the parties indicated herein, has a financial or other interest in or would derive a tangible benefit from a decision or action to be taken by GENERA or PREPA, including but not limited to contract awards. A Covered Party is a parent company, affiliate, or subsidiary organization of PREPA or GENERA.

Proponent certifies that:

- none of its representatives are employed by and receive payment or compensation for such employment from any governmental agency, body, public corporation, or municipality of Puerto Rico.

- no Puerto Rico government employee has any personal or economic interest in this Proposal.

- it may have service contracts with other governmental agencies, bodies, public corporations, or municipalities of Puerto Rico, but such contracts do not constitute a conflict of interest for Proponent; and

- to the best of its knowledge, at the time of this RFP publishing date, it does not have any other contractual relationship that could be deemed to constitute a conflict of interest with GENERA or with public policy.

Proponents acknowledge that it has a duty of ethical behavior towards PREPA. Such duty includes that Proponent must not have interests that conflict with PREPA's interest in this Proposal or the services performed pursuant to this Proposal. Those conflicting interests include:

- the representation of clients who have, or may have, interests opposed to those of PREPA in relation to the services (if applicable, based on the type of services to be performed by the Proponent).

- when Proponent's conduct is described as such in the canons of ethics that may be applicable to the Proponent and its personnel or in the laws or regulations applicable to the Proponent and its personnel assigned to the services; or

- when the Proponent, persons that control the Proponent, or Proponent's employees, directors, or officers directly or indirectly, for themselves or any other third party, obtain, request or give to the 3PPO or GENERA or an employee, officer, director or agent of the 3PPO or GENERA, any profit, utility, advantage or gain by way of improper acts or exercise of undue influence.

Proponents agree to avoid even the appearance of a conflict of interest. The mere appearance of a conflict of interest must constitute sufficient cause for the rejection of a Proposal(s). GENERA will cancel any contract executed pursuant to this RFP in the event of a conflict of interest or if the appearance of a conflict of interest is not cured immediately to GENERA's satisfaction.

The Proponent must have the continuous obligation to disclose to the 3PPO and GENERA if any relationship with third parties could represent a conflict of interest with GENERA in connection with this RFP or the services.

Organizational Conflict of Interest

Proponents, including Covered Affiliates, as defined in this RFP, are responsible for disclosing any actual or apparent Organizational Conflict of Interest ("OCI") at the earliest reasonable time before, during, and after the procurement process. In addition, contractors must notify the 3PPO and GENERA promptly if an actual or apparent OCI arises, including an interest in subcontracting with any Covered Affiliate. Not complying with any of the requirements could

result in penalties that may include disqualification, cancellation of an award, or termination of the contract.

GENERA prepared an OCI Avoidance and Mitigation Plan ("OCIAMP" or "Plan") included on their Procurement Manual on APPENDIX D Genera OCI Mitigation Plan adopting best practices in order to identify, avoid, mitigate, report, neutralize and manage an actual or apparent OCI ensuring a fair and transparent procurement process to any proponent that may compete for a contract entered into with GENERA as PREPA's agent. The objective of GENERA's OCIAMP is to ensure that there is no preferential treatment for any Covered Affiliate, that contracts are awarded and administered using arms-length procedures as appropriate, and that the goods and services purchased from a Covered Affiliate provide the best value to PREPA at fair and reasonable prices.

17. NO LOBBYING, NO COLLUSION, & NO PROHIBITED ACTS

Neither the Proponent nor any member of their team, including their respective directors, officers, employees, consultants, agents, advisers, or representatives (as it relates to the project or RFP), is allowed to participate in any way or in any type of political or other lobbying; nor can they communicate in any way with any representative of the Evaluation Committee or any 3PPO or GENERA employee, including any Restricted Party such as any director, officer, employee, agent, advisor, staff member, consultant, or representative of any of the aforementioned parties, as applicable, for any purposes, including, but not limited to:

- to comment or try to influence the opinion on the merits of a Proposal or in relation to the Proposal of another Proponent.

- to influence, or to try to influence, the result of the RFP phase or the competitive selection process, including the review, evaluation, and classification of the Proposals, the selection of the selected Proponent, or any negotiation with the selected Proponent.

- to promote their interests or those of the Proponent in the project, including the interests of another Proponent.

- to criticize or comment on aspects of the RFP, the competitive selection process, or the project, in any way that can give a competitive advantage or any other advantage to the Proponent over other Proponent; and,

- to criticize the Proposal of another Proponent.

The Proponent or members of its team must not discuss or communicate, directly or indirectly, with any other Proponent, or any director, officer, employee, consultant, adviser, agent, or representative of any other Proponent, including any member of the team of any other Proponent, regarding the preparation, content, or representation of their Proposals. Proposals will be submitted without any connection (for example, arising from an interest in or from a Proponent or member of a Proponent's team), knowledge, comparison of information, or arrangement, with any other Proponent or any director, officer, employee, consultant, advisor, agent, or representative of any other Proponent, including any member of the team of any other Proponent. To ensure this, all potential Proponents must sign and accept a Confidentiality Agreement prior to having access to any of the documents that have been selected to be protected through the Confidentiality Agreement. The violation of the

agreements and instructions included in this section will be enough cause for the rejection of the Proponent's participation in this RFP. The 3PPO and GENERA also reserve the right to separate and eliminate definitively the Proponent from GENERA's Registry of Suppliers; this, in addition to the legal and financial sanctions which may be imposed as a result of one or several of the violations previously mentioned.

18. HEALTH, SAFETY & ENVIRONMENTAL REGULATIONS

Proponent must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 USC 7401, and the Federal Water Pollution Control Act, 33 USC 1251, and other appropriate requirements of Environmental Protection Agency Regional Office. Also, the contractor must comply with the Safety and Health Regulations 29 CFR 1926 and 29 CFR 1910, and other appropriate requirements of the Occupational Safety and Health Regional Office (PROSHA) and Federal Office (OSHA). Refer to **Attachment J - Health, Safety, Environmental and Historical Requirements**

19. SUSPENSION, DEBARMENT, & INELIGIBILITY

Federal regulations restrict GENERA from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Proponents must submit a certification of Suspension or Debarment Status to this RFP by submitting to the 3PPO or GENERA a completed version of the form set forth in **Exhibit D – (Certifications Affidavit.)**

Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Proponents can verify their status and the status of their principals, affiliates, and subcontractors at www.SAM.gov. A copy of their current status should be submitted with their Proposal.

20. RIGHT TO REQUEST REVIEW

If a Covered Party is identified as a proponent, the 3PPO will retain responsibility for overseeing the procurement process to prevent the risk of unfair competition. If no such conflict is identified, the 3PPO may transfer the procurement process to GENERA, and GENERA may assume responsibility for managing and administering the procurement process, to include evaluation, contract award and post-award contract administration.

Disputes prior to Contract Award

i. Disputes regarding restrictive specifications or alleged improprieties in the competitive process must be submitted in writing five (5) business days prior to the closing date for receipt of Proposals. If the written dispute is not received by the time specified, the award may be made in the normal manner unless the 3PPO or GENERA, upon investigation at its discretion, finds that remedial action is required, in which event such action should be taken. Oral protests not followed by a written dispute will be disregarded.

ii. The 3PPO shall consider the request for reconsideration within thirty (30) business days from filing, unless the 3PPO notifies the disputing party that additional time is needed to prepare a final decision.

iii. All requests for reconsideration shall be made in writing, in a searchable Adobe Acrobat PDF document and shall include:

1. The title and number of the solicitation under which the request reconsideration is made;

2. Full name, electronic address and phone number of the disputing party, including contact information for a representative of the disputing party with whom the 3PPO/ GENERA may correspond regarding the dispute;

3. A detailed description of the specific grounds for the request and all supporting documentation; and,

4. The specific ruling or relief requested.

iv. All requests for reconsideration shall be submitted electronically to:

3PPO Legal Department at: procurement@recomspr.net

v. Notice of a dispute and the basis therefore, will be given to all Proponents who have a reasonable prospect of receiving an award. In addition, when a dispute against the making of an award is received, and the 3PPO or GENERA determines to withhold the award pending disposition of the dispute, the Proponents who are eligible for the award may be requested (prior to the expiration of the time for acceptance of their Proposals) to extend the time for acceptance (with the consent of sureties, if any) to avoid the need for re-advertising. The 3PPO or GENERA will provide a written response to each material issue raised in the written dispute.

vi. Where a written dispute against the making of an award is received in the time specified, the award will be held until the resolution of the dispute. However, the 3PPO and GENERA reserve the right to proceed with appropriate action in the procurement process when:

- The subject goods or services are urgently required;
- The 3PPO or GENERA determines the dispute was vexatious or frivolous; or
- Where the performance of the work will be unduly delayed, or other undue harm will occur by failure to make a prompt award.

When the award is made pursuant to Section 3 of the GENERA Consolidated Procurement Manual, the 3PPO or GENERA will document the file to explain the need for an award and will give written notice of the decision to proceed with the award to the disputing party and, as appropriate, to others concerned.

Disputes after Contract Award

i. Any Proponent adversely affected by a contract award may submit a written request for reconsideration to the 3PPO no later than five (5) business days from the Notice of Award Date. Any dispute received after the applicable deadline will not be considered.

ii. The mere submission of a request for reconsideration will not paralyze the adjudication of the contested contract award.

iii. The 3PPO, shall consider the request for reconsideration within thirty (30) business days from filing, unless the 3PPO notifies the disputing party that additional time is needed to prepare a final decision.

iv. All requests for reconsideration shall be made in writing, in a searchable Adobe Acrobat PDF document and shall include:

1. The title and number of the solicitation under which the request reconsideration is made;

2. Full name, electronic address and phone number of the disputing party, including contact information for a representative of the disputing party with whom the 3PPO may correspond regarding the dispute;

3. A detailed description of the specific grounds for the request and all supporting documentation; and,

4. The specific ruling or relief requested.

v. All requests for reconsideration shall be submitted electronically to:

3PPO Legal Department at: procurement@recomspr.net