3PPO
Third-Party Procurement Office

January 28, 2026

RFI RESPONSES

FOMB review of the documentation submitted in connection with the proposed contract between PREPA and Power Expectations.

A. Competitive Procurement Process Issued Prior to the TPG2 Process (the "Original TPG Process")

1. A copy of the solicitation, RFP, or procurement document issued in connection with the Original TPG Process, including all amendments.

   RESPONSE:
   Documents inside folder: 1 FOMB-item1
   RFP-Temporary Emergency Power Generation 3PPO-0314-20-TPG 32525
   Addenda

2. The procurement method applicable to the Original TPG Process (e.g., competitive, emergency, sole source, or other).

   RESPONSE:
   The RFP was structured as a competitive Request for Proposals (RFP) that allowed qualified respondents to submit alternative technical and operational solutions capable of meeting defined performance and reliability objectives. Rather than prescribing a single technology or fixed design, the procurement emphasized performance outcomes, regulatory compliance, resilience, and speed of deployment, thereby promoting innovation and maximizing competition among available market solutions.

   OE-2025-016,
   La Gobernadora de Puerto Rico, Jenniffer González-Colón, emitió la Orden Ejecutiva OE-2025-016, que amplía y modifica el estado de emergencia sobre el sistema eléctrico de Puerto Rico, incluyendo el sistema de generación, transmisión y distribución de energía, con el objetivo de facilitar la llegada y autorización de generación temporera, acelerar reparaciones y modernizar la red debido al déficit de capacidad del sistema.

El Departamento de Energía (DOE) de los Estados Unidos emitió órdenes de emergencia bajo la Sección 202(c) del Federal Power Act, dirigidas a la Autoridad de Energía Eléctrica de Puerto Rico (PREPA) para:

Autorizar la despachación de unidades de generación necesarias para expandir la capacidad y mantener la confiabilidad de la red;

Dirigir actividades de manejo de vegetación a lo largo de líneas de transmisión críticas para reducir riesgos de fallas del servicio.

Estas órdenes de energía de DOE se emitieron específicamente en mayo de 2025, y posteriormente fueron renovadas en el verano de 2025 para extender las acciones de emergencia destinadas a asegurar la operación de unidades de generación y otras actividades de infraestructura crítica.

Documents inside folder: 2 FOMB-item2
PREPA 202(c) Emergency Measures Generation
OE-2025-016 EN

3. All proposals received.

RESPONSE:
Documents inside folder: 3 FOMB-item3
Power expectations-Stevie Wonder
Javelin Global Commodities-Elton John
NOT Recommended Proposals

4. The evaluation criteria, scoring matrix, and methodology applied.

RESPONSE:
The evaluation criteria, scoring matrix, and methodology established in RFP were applied uniformly to all proposals received, despite differences in their solution, configuration, and megawatt capacity. The RFP was intentionally structured to allow alternative emergency power solutions, and the evaluation focused on the project feasibility, time of readiness and value per MW rather than on a single prescribed design.

Proposals were evaluated based on their ability to meet the required generation capacity, interconnection requirements, deployment schedule, operational reliability, fuel supply approach, resilience to severe weather, and compliance with regulatory and environmental standards.

Documents inside folder: 4 FOMB-item4
Final Evaluation Report

5. Record references indicating that only one proponent was deemed viable.

RESPONSE:
Documents inside folder: 5 FOMB-item5
Executive Summary 3PPO-0314-20-TPG
3PPO_Response_to_PREPA_June4_2025

6. Documentation of negotiations conducted, including meeting minutes, term sheets, correspondence, or negotiation memoranda.

RESPONSE:
Documents inside folder: 6 FOMB-item6
Negotiations
RFI Letters

7. Identification of any non-negotiable terms introduced during negotiations under the Original TPG Process.

RESPONSE:
Documents inside folder; 7 FOMB-item 7
RFI-Non Negotiable Terms-Power Expectations
RFI-Non Negotiable Terms-Javeline

8. A written justification explaining:
   a. why such non-negotiable terms were introduced,
   b. by whom, and
   c. under what procurement authority.

RESPONSE: PREPA VERIFY
a. Why such non-negotiable terms were introduced

The non-negotiable terms were established to ensure that any resulting agreements:

- Remained financially prudent and market-aligned;
- Avoided the assumption of open-ended fiscal exposure or contingent liabilities by the Government of Puerto Rico; and

- Preserved consistency with the RFP's stated objectives of securing temporary emergency generation capacity without long-term governmental guarantees or commitments.

These parameters were designed to function as risk-allocation boundaries during negotiations, ensuring that any proposed commercial structure could be implemented without requiring sovereign guarantees, credit support, or financial backstopping by the Commonwealth or its instrumentalities, and without exceeding pricing parameters deemed reasonable for temporary emergency generation solutions.

Importantly, these terms did not modify the evaluation criteria, scoring methodology, or competitive ranking of proposals, nor did they alter the eligibility of any proponent to participate in the negotiation phase. Instead, they served to define the conditions under which a contract could be finalized, consistent with the RFP's reservation of rights and negotiation provisions.

B and C. By whom, and under what procurement authority
The non-negotiable terms were established through the institutional procurement and governance framework applicable to the RFP, following consultation among the relevant authorities responsible for oversight of PREPA-related procurements and risk management.
They were implemented under the procurement authority and discretion expressly reserved in the RFP, including:

- The authority to negotiate final contract terms;
- The authority to decline contractual provisions that would impose undue fiscal or legal risk; and
- The authority to condition contract execution on terms consistent with applicable laws, policies, and required approvals.

The Third-Party Procurement Office (3PPO), acting within its delegated role as the independent administrator of the procurement process, applied these non-negotiable parameters uniformly and consistently during negotiations, in alignment with the RFP's stated reservation of rights, negotiation framework, and public-interest safeguards.

9. Formal documentation regarding the decision to cancel, suspend, or reissue the Original TPG Process.

RESPONSE:
Documents inside folder; 9 FOMB-item 9
Notice_of_Opportunity_to_submit_Revised_Proposal_-TPG_7.12.25_(1)
Invitation_to_Submit_Proposal_TPG2 (1)

10. Formal documentation establishing the legal, regulatory, or procurement basis for issuing the TPG2 Process, and clarification as to whether it constituted:

RESPONSE:
Documents inside folder; 10 FOMB-item10

20250704-MI20240005-Resolution-and-Order
Invitation_to_Submit_Proposal_TPG2 (1)
Notice_of_Opportunity_to_submit_Revised_Proposal_-TPG_7.12.25_(1)
TPG Material Change 7.9.25

a. a new procurement, or a reissuance / relaunch of the solicitation of the Original TPG Process.

RESPONSE:
The procurement was reissued to include the changes as per PREB order Case No. NEPR-MI-2024-0005 which introduced substantially different commercial structure—one that could have significantly affected bidder interest, competition dynamics, and pricing outcomes. A new RFP was issued and opened for a period of ten (10) days, limited to the revised term and pricing structure outlined by the Puerto Rico Energy Bureau.

11. If the TPG2 Process was a new procurement, provide documentation evidencing the formal cancellation or closure of the Original TPG Process.

RESPONSE:
Documents inside folder; 11 FOMB-item11
Notice_of_Opportunity_to_submit_Revised_Proposal_-TPG_7.12.25_(1)
Invitation_to_Submit_Proposal_TPG2 (1)

12. Copies of all administrative challenges or judicial actions related to the Original TPG Process, including:
    a. corresponding administrative and/or judicial determinations;
    b. documentation indicating whether any court order, injunction, or legal action affected the Original TPG Process timeline, cancellation, reissuance, or award execution;

RESPONSE:
Documents inside folder; 12 FOMB-item12
Demanda de Gothams
Dispute-JAVELIN
Javelin Supplemental Motion
NFE to Governor
Resolucion PREPA tpg negociaciones
USCG
20250319 MI20240005 Resolucion y Orden.pdf
20250627 MI20240005 Resolution and Order.pdf
20250715-MI20240005-Resolution-and-Order.pdf
20251010 MI20240005 Resolution and Order.pdf
20251211-MI20240005-Resolution-and-Order.pdf
PREB & FERC Resolutions with Implications to 3PPO ver2 7OCT25.xlsx

B. Independent Cost Estimate ("ICE"), Cost Analysis, and Price Reasonableness

13. Please provide a copy of the ICE prepared for the TPG2 Process, including:

    a. scope, assumptions, and period of performance;
    b. sites included (Aguirre, Costa Sur, and/or others);
    c. pricing benchmarks or historical data relied upon; and
    d. all supporting calculations or worksheets.

    RESPONSE:
    No ICE was used for this RFP evaluation.

14. If no ICE was prepared, explain the rationale for proceeding without an ICE and the alternative method used to establish price reasonableness, including:

    a. comparison of pricing components evaluated (e.g. energy charges, fuel assumptions, capacity payments, mobilization/demobilization, interconnection-related costs),

    b. reconciliation of pricing evaluated in the scorecards with pricing reflected in the proposed contract, and

    c. the basis for concluding that the proposed pricing was fair and reasonable.

    RESPONSE:
    Documents inside folder; 14 FOMB-item14
    COST ANALYSIS - 3PPO-0314-20-TPG2 1.26.26
    Cost Analysis and Price Reasonableness Methodology TPG2 1.24.26

15. Explain in detail how total cost exposure and lifecycle cost risk were evaluated in light of deployment timelines, contract durations, and risk mitigation measures that may materially affect cost.

    RESPONSE:
    Evaluation of Total Cost Exposure and Lifecycle Cost Risk
    Total cost exposure and lifecycle cost risk were evaluated using a multi-factor approach grounded in the pricing, schedule, and technical requirements established in the RFP, and consistent with the emergency deployment context of the procurement.

    Total Cost Exposure
    Total cost exposure was evaluated primarily on a price-per-kilowatt-hour (kWh) basis, as expressly required by the RFP, rather than solely on aggregate contract value. This approach ensured that cost comparisons remained proportional and comparable across proposals that differed in proposed megawatt capacity, configuration, and deployment scale.

In evaluating cost exposure, the evaluation considered:
The proposed price per kWh over the applicable contract term;
The proposed generation capacity and expected energy output;
The scope of services included in the pricing (generation, operations, maintenance, and fuel, as applicable); and
The alignment between proposed capacity and the system needs identified in the RFP.

By evaluating pricing relative to capacity and output, rather than absolute dollar totals alone, the evaluation avoided distortions that could arise from differing solution sizes and ensured that cost exposure was assessed in relation to the value and scale of the solution offered.

Lifecycle Cost Risk
Lifecycle cost risk was evaluated by assessing technical, operational, and commercial factors that could materially affect costs over the duration of deployment, particularly under emergency operating conditions. Key considerations included:

Deployment timelines and readiness: Proposals were reviewed to assess the risk of delayed commissioning or extended mobilization, which could increase reliance on higher-cost alternatives or create additional system costs.

Operational reliability and redundancy: Redundancy provisions and system resilience features were evaluated to assess the likelihood of outages, forced derates, or operational disruptions that could drive higher lifecycle costs.

Fuel supply arrangements: Fuel sourcing, logistics, storage, and pricing mechanisms were reviewed as a primary lifecycle cost risk factor, given their direct impact on operating costs and exposure to supply disruptions or price volatility.

Contract duration considerations: Lifecycle cost exposure was assessed in light of the proposed contract term, recognizing that longer durations increase the importance of fuel price risk, operational performance, and maintenance assumptions.

Risk Mitigation Considerations
The evaluation further considered whether proposals incorporated risk mitigation measures such as operational redundancies, diversified fuel logistics, or scalable deployment approaches that could reduce the likelihood of cost escalation over time. Identified risks were documented as part of the evaluation record and informed the decision to advance qualified proposals to negotiations, where cost structure, risk allocation, and mitigation measures could be further refined prior to contract execution.

C. Financial Capacity, Evaluation Results, and Award Determination

16. Explain how financial capacity risk was evaluated and weighed against technical, price, and schedule factors.

RESPONSE:
Documents inside folder; 16 FOMB-item16

Evaluation Scorecard Appendix A-TPG2

17. Provide a comparative analysis supporting the award to Power Expectations, notwithstanding its identification as both (i) presenting the highest financial capacity risk and (ii) receiving the lowest overall evaluation score among the proponents.

RESPONSE:

Documents inside folder; 17 FOMB-item17

Financial Capacity and Liquidity Comparison (8.28.25)

The Original TPG Process was conducted as a competitive procurement using the evaluation criteria, scoring matrix, and methodology established in RFP No. 3PPO-0314-20-TPG2. All proposals received were evaluated under the same evaluation framework, and no proposal was assessed solely on the basis of financial capacity or any single evaluation factor.

The evaluation methodology required proponents to be assessed across all evaluation categories, including:

Experience and Capacity;

Approach to Services Fulfillment;

Approach to Power Generation Solutions;

Pricing; and

Schedule.

Financial capability was considered as one component of the overall evaluation and was weighed together with the other criteria in accordance with the RFP. Variations in financial profiles among proponents were identified and documented as part of the evaluation record; however, such differences did not disqualify any proponent, nor did they preclude advancement in the process, as all proponents met the minimum requirements and demonstrated the capability to proceed to the negotiation phase. A comparative financial capacity and liquidity analysis was prepared to support this assessment and is reflected in the evaluation record.

Financial Capacity and Liquidity

Consistent with the RFP, all qualified proponents were selected to proceed to contract negotiations. The advancement of all proponents reflects the fact that the proposals submitted were responsive and met the established criteria, rather than any deviation from the evaluation methodology or scoring framework.

The procurement was conducted under declared emergency conditions affecting the energy system, and market participation was limited. In that context, advancing all

qualified proponents to negotiations was reasonable and consistent with the RFP's objectives, as it allowed the procuring entities to:

Maintain competition among a limited pool of capable providers;

Further evaluate commercial terms, risk allocation, and feasibility during negotiations; and

Determine the solution or combination of solutions that best served the interests of Puerto Rico without obligating the Government to unacceptable financial or contractual risk.

Selection to proceed to negotiations did not constitute a final contract award and did not guarantee execution of a contract. Rather, it preserved optionality and competitive tension during the negotiation phase, consistent with the RFP's reservation of rights and the urgent need to assess viable solutions under emergency conditions.

18. Explain how the identified financial and performance risks associated with Power Expectations were weighed and accepted as part of the award determination.

RESPONSE:

The financial and performance risks identified for Power Expectations were evaluated within the same evaluation framework applied to all proponents, and were weighed as part of a holistic, best-value assessment, rather than as determinative factors in isolation.

Consistent with RFP No. 3PPO-0314-20-TPG2, financial capability represented one component of the overall evaluation and was considered alongside Experience and Capacity, Approach to Services Fulfillment, Approach to Power Generation Solutions, Pricing, and Schedule. The comparative financial capacity and liquidity analysis prepared as part of the evaluation record identified relative differences among proponents, including areas of higher financial risk, but also confirmed that all proponents met the minimum requirements to proceed in the process.

The identification of comparatively higher financial or performance risk did not preclude selection to proceed, as the RFP expressly contemplated that such risks could be further assessed, mitigated, or resolved during the contract negotiation phase. Selection to proceed therefore reflected a determination that the proposal was responsive, competitive, and sufficiently viable to merit continued consideration, rather than a final acceptance of any specific risk profile.

In weighing the proposal, the evaluation also considered non-financial factors relevant to system needs under emergency conditions, including technical feasibility, deployment schedule, operational approach, and potential system benefits, all within the parameters established by the RFP. These considerations supported advancing the proposal to negotiations, where commercial structure, risk allocation, and compliance with non-negotiable public-interest safeguards would be fully evaluated prior to any contract execution.

Importantly, selection to proceed to negotiations did not constitute a final contract

award, did not obligate PREPA or the Government of Puerto Rico to accept any unresolved financial or performance risk, and did not guarantee execution of a contract. Any contract execution remained expressly conditioned on successful negotiation, satisfaction of applicable requirements, and receipt of all necessary approvals.

D. Bid Bond Compliance

In response to RFP No. 3PPO-0314-20-TPG2, several proposals were received from qualified proponents. Consistent with the RFP requirements, each proponent was required to submit bid security in an amount equal to five percent (5%) of the bid price, either in the form of a surety-backed bid bond or, alternatively, a certified check in the same amount, as expressly permitted by the solicitation.

All proponents timely submitted bid security in an acceptable form, and all bid securities were received and logged as part of the proposal submissions. Specifically:
Power Expectations LLC and Gothams LLC submitted surety-backed bid bonds issued by licensed surety companies.

Javelin Global Commodities submitted a certified check in the amount of five percent (5%) of its bid, in lieu of a surety bond, as permitted under the RFP.

As part of the evaluation process, and consistent with prudent procurement practices particularly given the emergency nature, complexity, and scale of the contemplated services the Third-Party Procurement Office (3PPO) undertook additional due diligence to verify bid security instruments submitted by the proponents. This verification was conducted to confirm that the bid securities accurately reflected the RFP requirement of 5% of the bid price and that the information underlying those instruments was consistent with the proposals submitted.

This verification step was procedural and precautionary in nature, applied uniformly, and did not constitute a presumption of noncompliance with respect to any proponent.

For proponents that submitted surety-backed bid bonds, the 3PPO issued requests to the respective surety companies to confirm key details related to the bid bonds, including:
The total project bid amount reported to the surety;
The bond amount and coverage percentage;
The effective dates of the bond; and
Any additional underwriting information relevant to the bid security.

For Javelin Global Commodities, no surety verification was required, as its bid security was provided via a certified check rather than a bond.

Power Expectations LLC submitted a surety-backed bid bond issued by United Surety & Indemnity Company (USIC). As part of the verification process, USIC confirmed that:
The project bid amount reported by Power Expectations to the surety was $6,000,000.00;
The bid bond amount was $300,000.00, representing 5% of the reported bid amount;
The bond was properly issued and effective as of July 22, 2025.

This confirmation established that the bid bond, as issued, satisfied the numerical requirement of the RFP (i.e., 5% of the reported bid price).

Upon review of this information in relation to the proposal submitted, the 3PPO identified a need for heightened scrutiny to confirm alignment between the bid amount reported to the surety and the overall economic scope and risk profile of the proposed solution. This observation did not constitute a determination of noncompliance or a finding that the bid bond was defective. Rather, it reflected a due diligence consideration appropriate for a procurement involving emergency power generation, significant technical complexity, and material performance risk.

Consistent with the RFP's reservation of rights and clarification provisions, the 3PPO treated this matter as a verification and clarification issue, and not as a basis for disqualification.

As part of the negotiation and pre-execution process contemplated by the RFP, the 3PPO also confirmed that Power Expectations LLC had the capability to provide the required performance and payment bonds upon execution of a contract, ensuring that appropriate financial assurances would be in place commensurate with the final negotiated scope and value of any agreement.

Gothams LLC submitted a surety-backed bid bond that expressly stated coverage equal to 5% of its bid price, in compliance with the RFP requirements. As part of the verification process, the 3PPO confirmed with the issuing surety that the bid bond amount and coverage percentage aligned with the bid information provided by Gothams.

No discrepancies or concerns were identified in connection with Gothams LLC's bid bond. The bid security was deemed compliant with the RFP requirements, and no clarification or corrective action was required.

Javelin Global Commodities elected to provide its bid security in the form of a certified check equal to five percent (5%) of its bid price, as expressly permitted by the RFP. The certified check was timely received, verified, and accepted.

Because Javelin did not submit a surety-backed bid bond, no surety verification was required. Javelin's bid security was therefore reviewed and accepted based on the documentation submitted with its proposal.

All proponents were subject to the same bid security requirements, and all bid security instruments were reviewed in accordance with the RFP and applicable procurement principles. The verification and clarification steps undertaken by the 3PPO were applied consistently and were intended to protect the integrity of the procurement process without conferring any competitive advantage or disadvantage.

The RFP expressly reserves the right to waive minor irregularities and to request clarifications, and the procurement was conducted using non-federal funding sources, under declared emergency conditions affecting the energy system. In this context, and consistent with Puerto Rico procurement practice, bid security issues that are clerical or informational in nature—and that do not affect price, competition, or responsiveness—may be addressed through clarification without compromising the competitive process.

The bid bond review and verification process confirms that all proponents submitted bid security in compliance with the RFP requirements. The additional due diligence performed by the 3PPO reflects prudent procurement oversight in an emergency context and does not evidence unequal treatment, waiver of mandatory requirements, or post-submission

modification of proposals. All actions taken were consistent with the RFP, applicable procurement authority, and the public interest.

Please provide the following:

19. A copy of the original bid bond submitted by Power Expectations and identify specific deficiencies relative to RFP requirements.

RESPONSE:
Documents inside folder; 19 FOMB-item19
ComExhibitH_PowerexpectationsLLC
Memorandum sobre requerimiento de informacion a fiadoras (TPG2)
Original Bid Bond Power Expectations TPG

20. Documentation authorizing Power Expectations to cure or resubmit its bid bond after proposal submission.

RESPONSE:
Documents inside folder; 20 FOMB-item20
Notice_of_Bid_Bond_Deficiency_and_Cure_Request-_Power_Expectations

21. The procurement or legal basis relied upon to permit such correction.

RESPONSE:
The correction was permitted based on established procurement principles allowing the clarification or correction of non-material, administrative errors that do not affect price, scope, or the competitive standing of proposers. The discrepancy in the bid bond reference was limited to the RFP designation (TPG vs. TPG2) and resulted from the administrative reissuance of the solicitation due to system limitations in the Power Advocate platform.

22. Clarification as to whether similar cure opportunities were offered to other proponents. Provide supporting documentation.

RESPONSE:
Documents inside folder; 22 FOMB-item22
Notice_of_Opportunity_to_submit_Revised_Proposal_-TPG_7.12.25_(1)

23. A detailed explanation of why the bid bond deficiency did not render the proposal non-responsive, particularly in light of the identified financial and performance risks.

RESPONSE:
The original bid bond submitted by Power Expectations was reviewed as part of the proposal responsiveness review. The only deficiency identified was that the bid bond referenced RFP No. 3PPO-0314-20-TPG rather than RFP No. 3PPO-0314-20-TPG2.

No other deficiencies were identified with respect to bid bond amount, form, surety, or validity.

This discrepancy arose from the administrative reissuance of the RFP on the Power Advocate procurement platform.

The RFP number was changed from TPG to TPG2 due to a system limitation in the Power Advocate procurement platform, which does not allow reuse of the same event number once a solicitation is materially revised. To maintain proper documentation, traceability, and audit compliance, the 3PPO added the designation "TPG2" to clearly distinguish the reissued solicitation from the original. As a result, all procurement documents were updated to reflect the new RFP number.

The bid bond deficiency did not render the Power Expectations proposal non-responsive because the discrepancy was limited to the RFP reference number and did not affect the enforceability, amount, or purpose of the bid bond. The bid bond continued to secure the proposer's obligations under the solicitation and did not provide Power Expectations with any competitive advantage. Accordingly, the deficiency was determined to be non-material and curable without compromising procurement integrity.

This determination was made independently of the financial and performance risk considerations evaluated elsewhere in the procurement. Financial capacity and performance risk were addressed through the evaluation process, joint venture structure, contractual conditions, and negotiation requirements, rather than through bid bond responsiveness determinations.

E. Award Structure and Contract Execution

24. Explain the methodology used to classify proponents as "Primary / Backup / Optional," including why this structure does not appear in the TPG2 Process solicitation.

RESPONSE:

The classification of proponents as "Primary / Backup / Optional" was an internal evaluation and risk-management tool developed after proposal submission, during the post-evaluation and negotiation phase, and was not a solicitation requirement, evaluation criterion, or award condition under the TPG2 Process.

Following the completion of the formal evaluation conducted in accordance with RFP No. 3PPO-0314-20-TPG2, the Government of Puerto Rico, PREPA, and the Third-Party Procurement Office (3PPO) identified the need to preserve operational flexibility and system reliability in a highly time-sensitive emergency context. Given the magnitude of the generation shortfall, the limited pool of qualified respondents, and the potential consequences of non-performance, it was determined to be prudent to internally organize evaluated proposals according to relative deployment readiness, site coverage, and execution risk.

The internal "Primary / Backup / Optional" classification was therefore developed to:

Support contingency planning in the event a selected solution could not be implemented on the required timeline;

Preserve alternative execution paths without restarting the procurement process;

Account for the fact that not all proponents proposed solutions for all sites or configurations; and

Reduce systemic risk by avoiding over-reliance on a single provider under emergency conditions.

This internal framework did not replace, modify, or override the evaluation results, scoring, or responsiveness determinations established by the RFP. Rather, it served as a planning and sequencing tool to guide negotiations and potential award structuring consistent with system needs.

The TPG2 Process solicitation intentionally did not include predefined award tiers or labels, such as "Primary" or "Backup," because the RFP expressly preserved maximum award flexibility, including the ability to:

Select one or more proponents;

Allocate capacity across multiple providers;

Adjust deployment sequencing based on site readiness and regulatory considerations; and

Structure awards in a manner responsive to evolving system conditions and negotiation outcomes.

Predefining rigid award classifications within the solicitation would have been inconsistent with this flexibility and could have constrained the Government's ability to respond to rapidly changing operational and reliability needs.

The internal classification further reflected the Government of Puerto Rico's policy interest in diversifying supply sources and mitigating execution risk by maintaining access to multiple qualified providers. In an emergency procurement context, the availability of evaluated alternatives enhances resilience and reduces exposure to single-point failures, while remaining fully consistent with the competitive framework established by the RFP.

25. Provide any internal memoranda, approvals, or guidance supporting the adoption of a multi-award or tiered award structure.

RESPONSE:
No separate internal memoranda, approvals, or guidance documents were required or issued to support the adoption of a multi-award or tiered award structure, as the authority for such procurement structure was explicitly established within the RFP itself, which governs the procurement and expressly authorizes PREPA and the Third-Party

Procurement Office (3PPO) to award one or multiple contracts at their discretion, including the ability to implement a multi-award or tiered structure based on evaluation results and system needs; accordingly, the RFP served as the controlling and sufficient procurement authorization document for this purpose.

26. Clarify whether the TPG2 Process contemplated a single award or multiple awards and provide the supporting documentation.

RESPONSE:
The TPG2 Process expressly contemplated both a single award and multiple awards, at the discretion of PREPA and the Third-Party Procurement Office (3PPO), as clearly established in the RFP.

Specifically, RFP No. 3PPO-0314-20-TPG2 includes multiple provisions that preserve flexibility to award one or more contracts, depending on system needs, proposal responsiveness, and evaluation outcomes:

Section 7 – Contract Term states that PREPA intends to award "one or more Contract(s)", expressly acknowledging the possibility of multiple awards

Section 13 – Reservation of Rights provides that PREPA and the 3PPO reserve the right to "grant more than one Contract and/or select more than one qualified Proponent", confirming that the procurement was not limited to a single award

Section 16.1.3 – Selection of Proponents further clarifies that PREPA may, "in its sole discretion, award a single contract, or award multiple contracts for the same or similar supplies or services under this solicitation," explicitly authorizing either award structure under the TPG2 Process.

Consistent with these provisions, the decision to award to multiple proponents was fully aligned with the RFP framework and reflected a permissible exercise of discretion expressly reserved in the solicitation. The multi-award approach supported reliability, operational flexibility, and risk mitigation in light of the emergency nature of the procurement, while remaining squarely within the competitive structure established by the RFP.

Accordingly, the TPG2 Process did not presume or require a single award, and the selection of multiple proponents was explicitly contemplated, authorized, and supported by the RFP documentation.

Documents inside folder; 26 FOMB-item26
RFP-Emergency Temporary Power Generation RFP 3PPO-0314-20-TPG2

27. Confirm whether PREPA has proceeded with contract execution with other successful proponents identified in the Notice to Award.

RESPONSE:

Yes. PREPA has proceeded with contract execution processes with other successful proponents identified in the Notice of Award.

Specifically, PREPA has advanced contract negotiations and execution with Power Expectations LLC and Gothams LLC, both of which agreed to the non-negotiable contractual terms established to protect the best interests of the Government of Puerto Rico. These terms were applied consistently and were required as a condition to proceed toward contract finalization.

With respect to Gothams LLC, PREPA submitted the executed contract to the Puerto Rico Energy Bureau (PREB) on Friday, January 28, 2026 for regulatory review and verification, in accordance with applicable regulatory requirements and procurement procedures. As of the date of this response, PREB approval of the Gothams contract is still pending.

With respect to Power Expectations LLC, PREPA has proceeded with contract execution steps consistent with the Notice of Award and the negotiated framework.

By contrast, PREPA was unable to proceed to finalize contract negotiations with Javelin Global Commodities, as the proponent did not agree to the non-negotiable terms that were determined to be in the best interest of Puerto Rico. Accordingly, PREPA advanced with those proponents willing to execute contracts under the established non-negotiable conditions.

F. Contract Structure and Multi-Seller Arrangement

28. Explain the rationale for executing a contract listing Power Expectations, LLC; Enchanted Rock; and Reyes Contractor, LLC collectively as "Seller."

RESPONSE:
The contract was structured to list Power Expectations, LLC; Enchanted Rock; and Reyes Contractor, LLC collectively as the "Seller" in order to align contractual responsibility with the proposal structure and the basis on which the solution was evaluated during the competitive procurement process.

RFP No. 3PPO-0314-20-TPG2 permitted proponents to submit proposals supported by multiple entities, including teaming arrangements, subcontractors, or affiliated participants, provided that the proposed solution demonstrated the necessary technical capability, operational readiness, and financial support to perform the contemplated scope of work. The proposal advanced through the process was presented and evaluated as a combined solution, reflecting the respective roles, resources, and capabilities of the participating entities.

Consistent with that evaluation framework, the contract structure reflects the collective performance and financial responsibilities of the entities whose combined capabilities formed the basis of the proposal's advancement. Listing the entities jointly as "Seller"

ensures that contractual accountability mirrors the evaluated proposal and that all parties materially involved in delivery of the solution are directly bound by the contract's performance, compliance, and financial obligations.

This structure does not modify the evaluation methodology or procurement outcome, nor does it represent a post-award change to the competitive framework. Rather, it ensures that the contractual arrangement faithfully implements the proposal as evaluated, preserves alignment between evaluation and execution, and provides appropriate assurance that responsibility for performance rests with the same entities whose capabilities were considered during the procurement process as stated by PREPA's government board and was implemented as a condition for award.

Importantly, execution of the contract remained subject to successful negotiation and satisfaction of all applicable conditions and approvals, consistent with the RFP's negotiation provisions and reservation of rights. evaluated joint venture arrangement, and mitigates the financial risk identified during evaluation by ensuring that Enchanted Rock and Reyes Contractor are contractually bound alongside Power Expectations.

29. Provide the documentation evidencing that this multi-entity structure was:
    a. evaluated during the technical and financial review; and

RESPONSE:
Documents inside folder; 29 FOMB-item29
Financial Capacity and Liquidity Comparison

    b. approved as part of the award determination.

RESPONSE:
Documents inside folder; 29 FOMB-item29
Finance Department Analysis-TPG2

The evaluation record demonstrates that the multi-entity structure involving Power Expectations, LLC; Enchanted Rock; and Reyes Contractor Group was explicitly evaluated during the technical and financial review and confirmed as part of the award determination and subsequent negotiation process.

As part of the financial evaluation conducted under RFP No. 3PPO-0314-20-TPG2, the Evaluation Committee performed a comparative financial capacity analysis under two scenarios to fully assess risk and viability:

A consolidated scenario, evaluating the combined financial capacity, liquidity, leverage, and overall financial profile of Power Expectations, LLC; Reyes Contractor Group; and Enchanted Rock, consistent with the proposal structure presented; and

A standalone scenario, evaluating the financial profile of Power Expectations, LLC and Reyes Contractor Group without Enchanted Rock, for purposes of understanding the relative risk characteristics under an alternative configuration.

This dual-scenario analysis was undertaken to ensure that the Evaluation Committee had a clear understanding of the financial attributes and risk profile associated with the proposed structure. The results of this analysis are documented in the Financial Capacity and Liquidity Comparison and related evaluation materials included in the procurement file.

Based on this evaluation, the proposal was advanced under the multi-entity configuration as presented, reflecting that the combined structure was understood, assessed, and considered viable to proceed within the competitive process.

In addition, as part of the post-evaluation and negotiation phase contemplated by the RFP, the 3PPO issued a formal request for confirmation to verify alignment between the evaluated proposal structure and contractual execution. Through this process, Power Expectations, LLC; Enchanted Rock; and Reyes Contractor Group each confirmed their willingness to execute the contract and to be jointly bound by the contractual obligations consistent with the evaluated structure.

Collectively, the evaluation analyses, comparative financial documentation, and formal confirmations provide clear evidence that the multi-entity "Seller" structure was evaluated, documented, and approved in a manner consistent with the RFP framework and applicable procurement governance requirements.

30. Please clarify whether this structure constitutes a joint venture, consortium, or prime contractor with subcontractors, and how responsibility, liability, and performance accountability are allocated.

RESPONSE:
The proposal and contract documentation reflect a multi-entity contractual structure in which Power Expectations, LLC; Reyes Contractor Group, Inc.; and Enchanted Rock each perform defined functions and are collectively bound as the "Seller" under the contract, while maintaining distinct corporate and legal identities.

Power Expectations, LLC serves as the managing and coordinating entity for the project. It is responsible for overall project governance, integration of participating entities, compliance with contractual requirements, schedule coordination, and primary interface with PREPA. Power Expectations functions as the central point of responsibility for delivery of the scope of work.

Reyes Contractor Group, Inc. serves as the on-island execution and construction partner, providing local construction coordination, site development, permitting support, logistics, and operational support within Puerto Rico, consistent with the roles described in the proposal.

Enchanted Rock participates as a non-equity technical and operational partner, providing generation technology, engineering expertise, and operational support as described in the proposal. While Enchanted Rock is not identified as an equity member of the joint venture entity, it was disclosed as a material participant in project delivery and was evaluated accordingly.

Consistent with the financial and technical evaluation conducted during the procurement process, and following a formal request for confirmation, Power Expectations, LLC; Reyes Contractor Group, Inc.; and Enchanted Rock each confirmed their willingness to execute the contract and be contractually bound as Seller. As a result, all three entities are signatories to the contract and are jointly responsible for performance in accordance with its terms.

Contractual responsibility, liability, and performance accountability are allocated at the Seller level, as defined in the executed agreement. This allocation reflects the entities whose capabilities were evaluated and ensures alignment between evaluation, execution, and contractual enforcement, irrespective of internal equity arrangements.

G, Challenge, Reconsideration, and Litigation Status

31. Please confirm whether the TPG2 Process was contested. If so:
    a. Please provide copies of any administrative challenges or judicial actions; and

RESPONSE:
The TPG2 Process has not been subject to any administrative challenge or judicial action directly contesting the procurement process itself.

Administrative Proceedings

To date, the only adverse action related to the TPG2 Process is a motion filed by Javelin Global Commodities US Holdings Inc. before the Puerto Rico Energy Bureau (PREB) seeking to vacate the Bureau's December 11, 2025 Resolution and Order, which conditionally approved PREPA's proposed contract with Power Expectations LLC

This filing:

Does not constitute a bid protest or administrative challenge to the TPG2 procurement process;

Was filed after completion of the TPG2 evaluation and selection process; and

Challenges the PREB's regulatory approval decision, not the conduct of the procurement by PREPA or the Third-Party Procurement Office (3PPO).

No administrative appeal or protest was filed with the 3PPO, PREPA, or any procurement authority contesting the TPG2 solicitation, evaluation, or award determinations.

Judicial Proceedings

There are no pending judicial actions challenging the TPG2 Process. No court has issued a stay, injunction, or order affecting the TPG2 procurement, the Notice of Award, or the execution of contracts arising from the TPG2 Process.

b. Confirm the status of any pending administrative or judicial proceedings.

RESPONSE:

Status of Proceedings

The motion filed by Javelin before the PREB remains pending as of the date of this response. No ruling has been issued vacating or suspending the December 11, 2025 Resolution, and no determination has been made invalidating the TPG2 Process or the procurement actions taken thereunder.