# REQUEST FOR PROPOSAL

## Emergency Temporary Power Generation
## RFP 3PPO-0314-20-TPG2

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

Date Initial RFP Issued: July 15, 2025

Proposal Submissions Due: **July 25, 2025**

P3A Document Portal
vpares@camara.pr.gov
10/1/2026 12:51:22 PM
207.150.251.143
Osana Suarez Martinez
Camara

## TABLE OF CONTENTS


1. INTRODUCTION……4
2. AUTHORITY AND RESPONSIBILITIES……4
3. PROPONENT'S ACKNOWLEDGEMENT……5
4. STATEMENT OF CONFIDENTIALITY ……5
5. RFP BACKGROUND……5
6. PURPOSE OF THE RFP……6
7. CONTRACT TERM……8
8. FUNDING SOURCE……9
9. PROPOSAL SUBMISSION INSTRUCTIONS……9
10. RFP TIMELINE……9
11. EVALUATION METHODOLOGY AND SELECTION PROCESS……10
12. COMMUNICATIONS……11
13. RESERVATION OF RIGHTS……13
14. PROPOSAL CLARIFICATION REQUESTS……14
15. RIGHT TO REJECT PROPOSAL……14
16. SELECTION OF PROPONENTS FOR NEGOTIATIONS……15
17. CONFIDENTIALITY OF RESPONSES & PROPRIETARY INFORMATION……17
18. CONFLICT(S) OF INTEREST……17
19. NO LOBBYING, NO COLLUSION, & NO PROHIBITED ACTS ……19
20. HEALTH, SAFETY & ENVIRONMENTAL REGULATIONS……20
21. SUSPENSION, DEBARMENT, & INELIGIBILITY……20
22. RIGHT TO REQUEST REVIEW……20


P3A Document Portal vpares@camara.pr.gov 10/1/2026 12:51:22 PM 207.150.251.143 Osana Suarez Martinez Camara

## 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 – Q&A responses previous RFP version
7. Attachment F – Purchase Agreement
8. Attachment G - PREPA Procurement Guidelines
9. Attachment G.1 - PREPA Auction regulations 8518
10. Attachment H – Restricted Parties List
11. Attachment I.1 – Specifications Aguirre Power Plant 230kV Switchyard
12. Attachment I.2 – Specifications Costa Sur Power Plant 230kV Switchyard
13. Attachment J - Health, Safety and Environmental Certifications
14. Temporary Generation - Title 3 White Paper v.Send
15. Aguirre SLD 230kV-SLD 1
16. Aguirre SLD 230kV-SLD 2
17. Costa Sur 115 kV-LBay39500
18. Costa Sur 115 kV-LBay39900
19. Costa Sur 115 kV-SLD 2s
20. 4901.001 Protection, Control, and Automation Design Criteria
21. 4751.001 LUMA Transmission Design Criteria Document & Manual
22. 4451.001 Telecom Design Criteria Document
23. 4300.001 Distribution Design Criteria Document

## 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 Requirements & Instructions
12. Exhibit L – Insurance Requirements

# 1. INTRODUCTION

## 1.1. Role of the Third-Party Procurement Office (3PPO)

To ensure transparency, independence, and compliance in the execution of public procurements, the Puerto Rico Public-Private Partnerships Authority (P3A), a public corporation of the Commonwealth of Puerto Rico created under Act No. 29-2009, has designated the Third-Party Procurement Office (3PPO) to manage this procurement process on behalf of the Puerto Rico Electric Power Authority (PREPA).

The 3PPO is an independent procurement entity established by P3A and operated by Regulatory Compliance Services Corp. (RECOMS) under contract with P3A. The 3PPO is responsible for overseeing and executing certain PREPA procurements to avoid or mitigate any actual or perceived organizational conflicts of interest. This includes drafting and issuing this RFP, receiving and evaluating proposals, and supporting the selection and contracting process.

This procurement for emergency power generation is being managed by the 3PPO on behalf of PREPA. Genera PR LLC is not the contracting entity for this procurement and is not acting as PREPA's agent in this process.

# 2. AUTHORITY AND RESPONSIBILITIES

## 2.1. Procurement Authority

This procurement is being conducted pursuant to the authority granted to PREPA under Act 83-1941, Act 120-2018, and Act 29-2009, and is fully compliant with applicable federal and local procurement regulations. The 3PPO, under designation by the P3A, is responsible for the managing and supporting of this RFP process, from release through contract execution.

All communications, document submissions, evaluations, and procurement-related decisions will be managed directly by the 3PPO, in coordination with PREPA and P3A, as applicable. Genera PR LLC will not have any role in evaluating proposals, determining awards, or administering the resulting contract.

## 2.2. Regulatory and Procedural Compliance

This RFP process is governed by applicable federal and local regulatory frameworks, including requirements set by:

- U.S. Environmental Protection Agency (EPA)
- Puerto Rico Energy Bureau (PREB)
- Puerto Rico Environmental Quality Board
- Clean Water Act, Clean Air Act
- Other applicable federal, state, and local environmental laws and standards

Additionally, proposals must comply with the competitive procurement conditions established in PREB Resolution and Order Case No. NEPR-MI-2024-0004, which mandates that all energy solutions ensure competitive pricing and receive regulatory approval. Proponents must also comply **with PREB's Resolution and Order dated July 4, 2025 (Case No. NEPR-MI-2024-0005)**, **which approves proposals to reflect up to 10-year term with an all-inclusive fixed energy rate.** Solutions must connect to the existing

transmission infrastructure and include all necessary grid stabilization equipment.

## 3. PROPONENT'S ACKNOWLEDGEMENT

By submitting a proposal in response to this RFP, each Proponent acknowledges the exclusive authority and role of the 3PPO as described in this document and agrees to fully cooperate with the 3PPO throughout all stages of the procurement process.

To safeguard the integrity of this procurement, the 3PPO requires Proponents to disclose any actual or potential organizational conflicts of interest. Proponents must state whether they, or any team member (as a contractor, partner, or otherwise), have an organizational conflict of interest involving PREPA, P3A, Genera, RECOMS, or the 3PPO.

Proponents must also ensure that no **"Restricted Parties"** (as defined in **Attachment H**) participate in their proposal team. Restricted Parties may not be involved in any aspect of proposal development, submission, evaluation, or post-award implementation. Each Proponent is responsible for ensuring that all team members comply with this restriction.

This process is designed to preserve the independence and fairness of the procurement. The 3PPO retains full authority over the RFP process and may take corrective action,including disqualification of proposals, if conflicts of interest are not properly disclosed or addressed.

## 4. 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'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.

## 5. RFP BACKGROUND

Over the past decade, Puerto Rico has experienced severe natural disasters, including Hurricanes Irma, María, and Fiona, and the 2020 earthquakes, which caused widespread

destruction to infrastructure, property, and the power grid, leading to prolonged island-wide blackouts. In response, the federal government issued major disaster declarations (e.g., FEMA DR-4339-PR and DR-4473-PR), enabling assistance through FEMA, HUD, and other federal agencies. These recovery efforts include support for temporary generation units, authorized for use through December 2027.

As recovery efforts continue, PREPA and its agent Genera, in coordination with COR3, aim to develop a more efficient and reliable generation system by diversifying fuel supply types and delivery modes. Currently, key generation units totaling 1,846 MW are out of service, and the system's estimated available capacity of 2,800 MW falls short of the projected 3,200 MW summer peak demand. Without restoration of these units, Puerto Rico may face energy shortfalls.

Some of the work to be performed under this RFP, like the interconnection (but not necessarily limited to the interconnection) might be eligible for federal funding. The 3PPO will ensure all work under this RFP that are eligible for FEMA Public Assistance are conducted in full compliance with all applicable federal and local regulations. Qualified firms must hold required licenses and demonstrate compliance with programs such as FEMA PA, HUD CDBG-DR, DOE grid resilience, DOT emergency relief grants, and others. Adherence to safety standards (OSHA), environmental regulations (EPA, DERA), and federal laws (e.g., Jones Act) is mandatory.

Contracts awarded under this RFP will be governed by the laws of the Commonwealth of Puerto Rico and applicable U.S. federal law, including compliance with 2 C.F.R. Part 200 and other conditions tied to federal funding.

## 6. 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 proposed solution must primarily be land-based and provide a combined generation capacity of up to 800 MW. This includes up to 400 MW at 230 kV and 60 Hz at the Aguirre site, up to 200 MW at 115 kV and 60 Hz at Costa Sur, and an additional 200 MW at 115 kV or 230 kV at an alternative site, if available. The solution also contemplates floating power generation units (barges) as part of the overall capacity strategy.**

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 but must be included in the per kilowatt hours pricing.** 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 proposals by separately itemizing the costs for Costa Sur, Aguirre, and any additional alternative site, if applicable, in accordance with the format provided in **Exhibit E – Price Proposal.**

A detailed schedule must be provided, ensuring that the project achieves full commercial operation no later than **60-90 days from contract signature.**

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 and barge 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, including structural, mechanical, and mooring systems (for barges) capable of withstanding extreme weather events. **As part of the proposal, proponents must include a Weather Mitigation Plan outlining the measures in place to prepare for, respond to, and recover from major weather events. This plan must address both land-based and barge-specific vulnerabilities.**

**Location Feasibility:**

- Proposed land-based and barge power generation solutions, including those that may incorporate battery energy storage systems, must undergo a site assessment. For barges, this includes mooring site suitability, proximity to interconnection points, navigational access, and environmental impact considerations.

- 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.

**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 but included in the total kW/h pricing. 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:

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

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

**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.

The proposal must include a detailed mobilization and power generation supply schedule. This schedule should detail all activities leading to full operational readiness in 60-90 days, 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.

## 7. CONTRACT TERM

The Purchaser intends to award one or more Contract(s) as a result of this RFP. PREPA anticipates awarding the resulting contract up-to **Ten (10) years** from the effective date of the contract, as required by the Puerto Rico Energy Bureau's Resolution and Order dated July 4, 2025 (Case No. NEPR-MI-2024-0005). The contract term shall be non-renewable and must reflect an **all-inclusive fixed energy rate** for the full duration of the agreement. The award will be subject to the Proponent's compliance with all regulatory requirements, the availability of funds, required authorizations, and approval by the Financial Oversight and Management Board (FOMB), same as with the Puerto Rico Energy Bureau's (PREB).

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 PREPA's Contract. PREPA reserves the right to replace or modify the Model Contract included with this RFP at any time.

## 8. 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 funds designated for energy infrastructure resilience and recovery. The disbursement of funds is subject to applicable local and federal laws, regulations, and RFP conditions.

## 9. 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 REQUIREMENTS & 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.

## 10. 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, July 15, 2025** |
| **2** | Q&A Period Deadline, & Signed Confidentiality Submission Due Date | **Friday, July 18, 2025** |
| **3** | Q&A Answers Period Deadline to question(s) submitted | **Monday July 21, 2025** |
| **4** | Notice of Intent to Bid | **Tuesday, July 22, 2025** |
| **5** | Proposal Submission Due Date | **Friday, July 25, 2025** |
| **6** | PREPA and/or 3PPO to issue Notice of Intent of Award to Selected Proponent* | **Thursday, July 31, 2025** |
| **7** | PREPA and/or 3PPO to sign contract with Selected Proponent** | **August 8, 2025** |

3PPO and PREPA 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 PREPA's review.

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

** ***This date is an estimate, and the Contract will be signed when all terms are negotiated and accepted by both parties.***

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 PREPA's review.

### 10.1. 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 PREPA 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.

## 11. 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 REQUIREMENTS & INSTRUCTIONS- WRITTEN CONTENT REQUIRMENTS.**

| Criteria Category | Overall Weighting % |
|---|---|
| **Experience and Capacity** | 20% |
| **Approach to Services Fulfillment** | 10% |
| **Approach to Power Generation Solutions** | 10% |
| **Pricing** | 30% |
| **Schedule** | 30% |

## 12. 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) PREPA or P3A employees, representatives, or advisors.

### 12.1. 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, PREPA or P3A employee or PREPA contractor involved in any step of the procurement process about the solicitation. The blackout period applies not only to the P3A, 3PPO or PREPA employees but also to any current contractor of PREPA. “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 PREPA Contractor, PREPA 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 PREPA in damages and/or subject to any other remedy allowed under the law.

**All communications must be in the English language.**

### 12.2. 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.

### 12.3. 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 PREPA 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.

### 12.4. Ownership of Proposals

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

### 12.5. 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 PREPA 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 PREPA 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.

## 13. RESERVATION OF RIGHTS

The 3PPO and PREPA 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 PREPA is contingent upon PREPA's sole determination, acting in its discretion, that it is in the best interests of PREPA to select such Proponent, in whole or in part, based upon any factors the 3PPO and/or PREPA 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 PREPA 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 PREPA and the selected proponent(s) fail to agree on contract terms, the 3PPO and/or PREPA may conduct negotiations with the next most qualified proponent. The 3PPO and/or PREPA will use all reasonable efforts to communicate its award determination in writing to all Proponents that submitted Proposals.

PREPA reserve the right to award the contract to other than the lowest-priced Proposal. The 3PPO and/or PREPA 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, PREPA 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 PREPA also reserve the right, without limitation to:

- Transfer responsibility for completing the procurement process begun by this RFP from the 3PPO to PREPA.
- 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.
    - PREPA'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 PREPA to award the RFP and execute a contract.

## 14. PROPOSAL CLARIFICATION REQUESTS

The 3PPO and PREPA 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 PREPA 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 PREPA may, at its discretion, choose to meet with one, some, or all Proponents to clarify any aspects of their Proposals. The 3PPO or PREPA may require Proponents to submit supplementary documents clarifying any matters contained in their Proposals, or the 3PPO or PREPA may prepare a written interpretation of any aspect of a Proposal (including meeting minutes) and seek the respective Proponent's acknowledgment of that interpretation.

## 15. RIGHT TO REJECT PROPOSAL

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.

## 16. SELECTION OF PROPONENTS FOR NEGOTIATIONS

### 16.1. Selection Process for Negotiations:

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

**16.1.2.** 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.

**16.1.3.** 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.

### 16.2. Negotiation of a Final Agreement

**16.2.1.** 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 PREPA 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.

**16.2.2.** 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.

**16.2.3.** 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 PREPA 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.

**16.2.4.** 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 PREPA 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.

**16.2.5.** PREPA, 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.

**16.2.6.** 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.

### 16.3. 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 PREPA, 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.

### 16.4. PREPA'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.

## 17. CONFIDENTIALITY OF RESPONSES & PROPRIETARY INFORMATION

Any contract(s) resulting from this RFP will be entered into between the Proponent(s) and 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 PREPA.

PREPA 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, PREPA 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 PREPA 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. 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.

## 18. CONFLICT(S) OF INTEREST

To avoid or mitigate the risk of actual or perceived Organizational Conflicts of Interest (OCI), the Third-Party Procurement Office ("3PPO") has issued and is administering this RFP. If any Covered Party is identified as a Proponent or team member, the 3PPO will retain full

responsibility for managing the procurement process to ensure fairness and prevent any risk of preferential treatment or undue influence.

If no such conflicts are identified during the procurement process, the 3PPO reserves the right to transition post-award responsibilities, including contract administration and monitoring, to the appropriate public entity, provided that doing so does not present any risk of real or apparent conflict of interest.

Selected Proponents awarded a contract through this RFP will be prohibited from representing or advising other Proponents in matters before the relevant public entity for the duration of the contract, except for activities specifically assigned under the terms of the awarded agreement.

An apparent conflict of interest is any existing relationship or situation that would lead a reasonable person to believe that a Covered Party's judgment may be impaired due to a financial or other interest in, or benefit from, a procurement decision or contract award. A Covered Party includes any parent company, affiliate, or subsidiary of the public entity overseeing the contract.

The Proponent certifies that:

- None of its representatives are currently employed by or receiving compensation from any government agency, public corporation, or municipality of Puerto Rico.
- No Puerto Rico government employee has a personal or financial interest in the Proponent's submission.
- It may hold service contracts with other Puerto Rico public entities, but those relationships do not present a conflict of interest related to this procurement.
- To the best of its knowledge, it holds no other contractual relationships that would constitute a conflict of interest or contravene public policy.

Proponents acknowledge their duty of ethical conduct throughout the procurement process and during contract performance. This duty includes avoiding any actual, potential, or perceived conflicts of interest, including:

- Representing clients with interests adverse to the public entity in connection with the services to be performed (if applicable).
- Engaging in conduct that violates applicable professional ethics rules or legal obligations.
- Seeking or granting to any public employee, official, or agent any benefit, advantage, or undue influence relating to this procurement.

Proponents agree to avoid even the appearance of a conflict of interest. Any appearance of conflict may constitute sufficient grounds for rejection of the proposal or cancellation of the awarded contract if not promptly addressed to the satisfaction of the oversight authority.

The Proponent has a continuing obligation to disclose to the 3PPO any actual, potential, or perceived conflict of interest or relevant third-party relationship that may arise in connection with this RFP or any resulting contract.

### 18.1. 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 PREPA 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.

An Organizational Conflict of Interest Avoidance and Mitigation Plan ("OCIAMP" or "Plan") has been adopted to reflect best practices for identifying, avoiding, mitigating, reporting, neutralizing, and managing actual or apparent organizational conflicts of interest (OCI) in connection with this procurement. The purpose of the OCIAMP is to ensure a fair and transparent procurement process for all Proponents competing for contracts, and to prevent any form of preferential treatment. The Plan is designed to ensure that all contracts are awarded and administered using arms-length procedures, and that all goods and services acquired provide best value at fair and reasonable prices.

## 19. 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 PREPA 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 PREPA also reserve the right to separate and eliminate definitively the Proponent from PREPA'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.

## 20. 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**

## 21. SUSPENSION, DEBARMENT, & INELIGIBILITY

Federal regulations restrict PREPA 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 PREPA 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.

## 22. RIGHT TO REQUEST REVIEW

At any time, the 3PPO may transfer the procurement process to PREPA, and PREPA may assume responsibility for managing and administering the procurement process, to include evaluation, contract award and post-award contract administration.

### 22.1 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 PREPA, 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/ PREPA 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 PREPA 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 PREPA 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 PREPA reserve the right to proceed with appropriate action in the procurement process when:

- The subject goods or services are urgently required;
- The 3PPO or PREPA 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 the 3PPO or PREPA 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.

**22.2 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**