

GOVERNMENT OF PUERTO RICO
PUBLIC SERVICE REGULATORY BOARD
PUERTO RICO ENERGY BUREAU

NEPR

Received:

Mar 25, 2020

6:29 PM

IN RE: REQUEST FOR PROPOSALS FOR
TEMPORARY EMERGENCY
GENERATION

CASE NO.: NEPR-AP-2020-0001

SUBJECT: CERTIFICATION IN
SUPPORT OF PETITION FOR
INTERVENTION, AND MOTION
FOR RECONSIDERATION

CERTIFICATION OF INGRID M. VILA BIAGGI IN SUPPORT OF PETITION
FOR INTERVENTION AND MOTION FOR RECONSIDERATION

I, Mrs. Ingrid M. Vila Biaggi, of full age, certify as follows:

1. I am the co-founder of CAMBIO PR, Inc. ("CAMBIO"). CAMBIO is a non-profit organization committed to promoting sustainable and responsible actions for Puerto Rico. CAMBIO provides services to the community through education, capacity building, community support and research, design and implementation of sustainable policies and strategies, related to energy, solid waste, water and governance. CAMBIO seeks to build an equitable society with greater opportunities, capacities and resources.
2. Since 2016 CAMBIO has dedicated time and resources to analyze energy related information to educate and elevate energy literacy among the general public and thus expand public participation and engagement on energy matters.

3. In 2018 CAMBIO gained access through court intervention to over 7,000 pages of Puerto Rico Electric Power Authority's (PREPA) public documents that were not previously available to the public, many of which included Requests for Proposals (RFP) similar to the Request for Proposals for Temporary Emergency Generation.
4. In order to further CAMBIO's work on energy matters I sought access to PREPA's Request For Proposals For Temporary Emergency Generation. As part of our public education and sustainable policy strategy development work, the information contained in said RFP is essential to understand the impact that such contracting will have on continuing dependence on fossil fuel generation, the impact it will have on roof-top solar adoption, the benefits of such fossil fuel contracting vis a vis analysis on supplying demand via distributed renewable resources, the resulting cost to rate-payers, energy efficiency measures considered to lower demand and thus overall cost, impact on island-wide vulnerability that now includes not only extreme weather events and earthquakes, but also pandemic events that affect the global economy and thus possibly private sector capacity, among other considerations of public interest.
5. PREPA has published the Request For Proposals on a website operated by PowerAdvocate, available through PREPA's website at <https://aeepr.com/es-pr/Paginas/Suplidores/DetalleSubasta.aspx?id=1351>.



6. On Friday, March 20, 2020, I attempted to access the Request For Proposals through the PowerAdvocate link.
7. The website explained that before I could access the Request For Proposals, I was required to agree to the PowerAdvocate Terms of Use, attached as Exhibit A.
8. Those Terms of Use explain that access to the Request For Proposals is limited to Participating Companies, Buyer Companies, and Supplier Companies. Furthermore, the Terms of Use explain that all information contained in the PowerAdvocate platform is to be treated as confidential including the Request for Proposal.
9. The Terms of Use bar access to general members of the public.

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be a single word or a short phrase.

CERTIFICATION

I, Ingrid M. Vila Biaggi, of legal age, resident of Puerto Rico, CERTIFY that the contents of my affidavit are known to me and are the truth according to the best of my abilities and reasonable knowledge. The information has been gathered in good faith; but I cannot guarantee the truthfulness of information gathered from third parties.



Ingrid M. Vila Biaggi

Before me, the undersigned Notary Public, personally appeared _____, who acknowledges that the above is true this day of March _____, 2020 in _____.

- () Personally known OR
() Identification Document provided _____

Notary Public Name, Signature, Seal



PowerAdvocate

Terms of Use

PowerAdvocate® Terms of Use

Version March 2019

READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SITE. BY USING OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, ACCEPT, AND AGREE TO BE BOUND BY THESE TERMS OF USE.

1. **Background.** Your use of poweradvocate.com (the "Site") is governed by these PowerAdvocate Terms of Use ("Terms of Use" or "Agreement"). The password-protected areas of the Site allows individuals or entities with registered Users (as defined below) to access and use the PowerAdvocate Energy Intelligence Platform®. Your use of the Energy Intelligence Platform (or any of the individual products that comprise the Energy Intelligence Platform – the Spend Intelligence®, Cost Intelligence®, Market Intelligence®, Sourcing Intelligence®, Supplier Intelligence™ and Contract Intelligence® (the "Solutions") as of the date hereof) and of the information provided on the Site is governed by these Terms of Use and by any license, subscription or other applicable written contract entered into by you or by the Participating Company (as defined below) for which you are a User. A "Participating Company" is an individual or a legal entity that has Users that have registered to participate on the Energy Intelligence

Platform. The employees or authorized agents of a Participating Company are referred to as “Users.” A Participating Company that is a supplier of goods and/or services submitting information on, or bids or other offers to sell, goods or services (including any entity acting as a representative or agent for another to do so) on Sourcing Intelligence, Supplier Intelligence or Contract Intelligence is referred to as a “Supplier Company.” A Participating Company having Users of Spend Intelligence, Cost Intelligence and/or Market Intelligence, or posting a request to Supplier Companies on Sourcing Intelligence, Supplier Intelligence or Contract Intelligence or otherwise requesting or collecting information on, or receiving bids or offers for the purchase of, goods or services from Supplier Companies is referred to as a “Buyer Company.” Except as expressly stated otherwise, all terms apply equally to Supplier Companies and to Buyer Companies.

2. Registration. Each User must register on the Site before Users are authorized to participate on the Energy Intelligence Platform.

3. User Names and Passwords. Each User will be issued a unique user name and password upon registration. Each Participating Company agrees to take all reasonable precautions to maintain as confidential the user names and passwords of its Users. Each Participating Company agrees not to provide access to the Energy Intelligence Platform to any persons other than authorized Users through use of their user names or passwords and to notify PowerAdvocate upon becoming aware of any loss or theft of a user name or password or an unauthorized use of the Energy Intelligence Platform or a user name or password. A Participating Company will be responsible for all use of its user names and passwords by any person or entity. At its sole discretion and at any time, PowerAdvocate may disable one or more user names or passwords or otherwise deny a User access to the Energy Intelligence Platform.

4. PowerAdvocate’s Role. PowerAdvocate may be involved on the Site in many ways, including by assisting a Buyer Company with the preparation and posting of a request for proposals on Sourcing Intelligence, by soliciting information from Supplier Companies on Supplier Intelligence, promoting Supplier Company participation, and by facilitating Participating Company use of the Energy Intelligence Platform through helpdesk services. PowerAdvocate will not take title to, or otherwise have any liability for, any products or services sold or offered for sale on the Site, and each Participating Company hereby releases PowerAdvocate from any such liability. PowerAdvocate is not responsible for any material

posted on the Site by a Participating Company. PowerAdvocate has no obligation to monitor the content on the Site. PowerAdvocate has the right, but not the obligation, to remove any material posted on the Site, including any material that is alleged to violate an intellectual property right (whether or not the allegation proves accurate) or that may violate these Terms of Use or applicable laws.

5. Participating Company's Role. Each Participating Company is responsible for all activities carried out on the Energy Intelligence Platform by its Users, and ensuring that each of its Users abides by the Terms of Use, as they are amended from time to time and appear on the Site. All Users must be employees or authorized agents of a Participating Company and authorized by that Participating Company to conduct business on the Energy Intelligence Platform. A Participating Company shall inform PowerAdvocate immediately of any change in a User's status that affects that User's right to use the Energy Intelligence Platform. Should a Participating Company fail to do so, that Participating Company will continue to be responsible for all the User's activities on the Energy Intelligence Platform. The applicable Buyer Companies and Supplier Companies are responsible for determining the final terms and conditions between them with respect to a purchase and sale of goods or services arising out of their use of Sourcing Intelligence, including pricing, warranties, logistics, transportation, and inspection as required. If a Buyer Company elects to purchase any goods or services, that Buyer Company and the successful Supplier Company(s) will enter into any contracts they deem necessary and PowerAdvocate will not be a party thereto. You and each Participating Company warrant and covenant that its Contact Information (as defined in paragraph 9), its posting of any materials on the Site, and its other uses of and activities on the Site do not and shall not: (a) infringe any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or other proprietary rights or rights of publicity or privacy; (b) violate any law, statute, ordinance or regulation (including, without limitation, those governing export control, unfair competition, deceptive trade practices, and false advertising); or (c) constitute activities that are scandalous, deceptive, inaccurate, misleading, defamatory, libelous, obscene, harassing or threatening. You and each Participating Company will comply with all applicable laws, statutes, ordinances and regulations regarding its use of the Site, and regarding its ordering of, bidding on or purchase of goods and services, and its posting and retrieval of information, on or through the Site. Access to the Site by means of screen scrapers, web crawlers or similar methods is prohibited. Each Participating Company, its employees and its consultants working on its behalf, may not, without the express written permission of PowerAdvocate, (i) perform any penetration test, load test, denial of service simulation or vulnerability scan (each, an "Ethical Hack"), or use any software tool designed to emulate the actions of a human user (a "Robot") in conjunction with the Site. Any Supplier Company acting as a representative or agent for another Supplier Company (e.g., a manufacturer's representative) acknowledges and agrees that these Terms of Use are intended to bind itself and the Supplier Company that it represents. Each Participating Company represents and warrants that it has all necessary right, title and interest to enter

into this Agreement and to perform its obligations under this Agreement and, in the case of a Supplier Company acting as a representative for another Supplier Company, that it has the power to bind that other Supplier Company to these Terms of Use.

6. Third Party Links. The Site may contain links to third-party web sites not under the control or operation of PowerAdvocate. PowerAdvocate does not endorse these third-party web sites, and is not responsible for the contents of any linked site or any link contained in a linked site. You may provide a hypertext link to the Site on another web site, so long as such link is done in good taste and does not create the false appearance that PowerAdvocate is associated with or sponsoring the linking web site. The use of techniques to frame the Site within a third-party web site is not permitted under this Agreement. PowerAdvocate reserves the right to revoke its consent to any link at any time in PowerAdvocate's sole discretion.

7. Warranties and Limitations of Liability. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. POWERADVOCATE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO: THE SITE; ANY GOODS, SERVICES OR INFORMATION OFFERED ON OR THROUGH THE SITE; ANY BID EVENTS THAT MAY BE CONDUCTED ON OR THROUGH SOURCING INTELLIGENCE, INCLUDING (i) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, (ii) THAT THE SITE OR THE INTERNET WILL MEET ANY PARTICULAR REQUIREMENTS, WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, ACCURATE, SECURE OR OPERATE WITHOUT ERROR, AND (iii) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. POWERADVOCATE MAKES NO REPRESENTATION OR WARRANTY AS TO THE CREDITWORTHINESS, TRUSTWORTHINESS AND ACCEPTABILITY OF ANY PARTICIPATING COMPANIES OR TO THE QUALITY, SUITABILITY, OR CONDITIONS OF GOODS AND SERVICES PROCURED FROM OR THROUGH ANY PARTICIPATING COMPANIES. ANY FORECASTS OR OTHER FORWARD-LOOKING PROJECTIONS OR TRENDS CONTAINED ON THE SITE ARE NOT GUARANTEES OF ACTUAL FUTURE CONDITIONS. ACTUAL FUTURE CONDITIONS MAY DIFFER MATERIALLY FROM WHAT IS FORECAST OR ESTIMATED ON THE SITE DUE TO A VARIETY OF FACTORS THAT COULD INCLUDE CHANGING SUPPLY AND DEMAND CONDITIONS, CHANGING GLOBAL OR NATIONAL ECONOMIC PERFORMANCE, LABOR ISSUES, SHIPPING AND TRANSPORTATION ISSUES, PRODUCTION MISTAKES, OR FORCE MAJEURE EVENTS. THE SITE MAY INCLUDE INFORMATION FROM THIRD-PARTY SOURCES, AND POWERADVOCATE GIVES NO ASSURANCE THAT IT WILL BE ABLE TO MAINTAIN THE AVAILABILITY OF ALL THIRD-PARTY DATA SOURCING RELATIONSHIPS. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, POWERADVOCATE AND ITS SUBSIDIARIES

AND AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND AGENTS, WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY AND ALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE AND CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION FOR LOST PROFITS, REVENUES OR DATA), ARISING OUT OF OR IN CONNECTION WITH THE SITE, USAGE OF THE SITE, OR THOSE RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED THROUGH, OR TRANSACTIONS ENTERED INTO AS A RESULT OF USING THE SITE. THE LIMITATIONS OF LIABILITY PROVIDED IN THESE TERMS OF USE INURE TO THE BENEFIT OF POWERADVOCATE, AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS AND AGENTS. IN THE EVENT THAT A PARTICIPATING COMPANY HAS A DISPUTE WITH ANOTHER PARTICIPATING COMPANY, BOTH SUCH PARTICIPATING COMPANIES HEREBY RELEASE POWERADVOCATE, AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS AND AGENTS, FROM ALL CLAIMS, LOSSES, LIABILITIES, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE (DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHERWISE) ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTE.

8. Confidential Information and Privacy. The Site facilitates communications between Participating Companies that may include their respective confidential and proprietary information and/or personal information. PowerAdvocate recognizes the importance of protecting confidential and proprietary information and personal information of Participating Companies collected or posted on the Energy Intelligence Platform and of not disclosing such information to unauthorized third parties. As such, PowerAdvocate enters into confidentiality agreements with PowerAdvocate customers that contain PowerAdvocate's sole obligations concerning the treatment of confidential or proprietary information collected or posted by that customer on the Site. For information regarding PowerAdvocate's treatment of personal information submitted in conjunction with use of the Solutions, see the Energy Intelligence Platform Privacy Statement found at EIP Privacy Statement; for information regarding PowerAdvocate's treatment of personal information submitted in respect to use of the non-password protected areas of the site, see the Privacy Statement found at PowerAdvocate Privacy Statement.

9. Intellectual Property. "PowerAdvocate" (alone and together with the three rings), "Energy Intelligence Platform," "Spend Intelligence", "Cost Intelligence", "Market Intelligence", and "Sourcing Intelligence" are registered trademarks of Power Advocate Inc. In addition, , "Supplier Intelligence" and "Contract Intelligence" are trademarks or service marks of Power Advocate, Inc. Unless otherwise noted

on the Site, all other trademarks, service marks, and logos used in this Site are the trademarks, service marks or logos of their respective owners. All ownership rights – including all right, title, and interest in all patents, copyrights, trademarks, trade secrets and other intellectual property rights – in the Site, including any software associated with the operation or functioning of the Site, are and will remain in PowerAdvocate or its licensors. You and each Participating Company will not undertake to copyright, trademark or patent the Site, or any portion thereof. You and each Participating Company acknowledge that all or portions of the Site (including the software and methodologies associated with the operation or functioning of the Energy Intelligence Platform) may be copyrighted, trademarked or patented by PowerAdvocate or another party. You and each Participating Company acknowledge that no such act will cause or be construed as causing any portion of the Energy Intelligence Platform to be in the public domain. You and each Participating Company will not, and will not attempt to, modify, reverse engineer, disassemble or decompile the Site, or permit or cause any third party to do so on your behalf. Any changes, advice, modifications or evaluations of or concerning the Site generated or proposed by any party will be the exclusive property of PowerAdvocate and will not give any one other than PowerAdvocate any right, title or interest in or to the Site. All ideas, concepts, know-how or techniques relating to the use, operation or functioning of the Site will be the exclusive property of PowerAdvocate or PowerAdvocate's licensors. You and each Participating Company are granted only a limited, revocable, non-transferable license to print and download portions of any materials created by PowerAdvocate ("PowerAdvocate Materials") and posted on the Site solely for internal, non-commercial use, provided that any copyright notice and any other notices that appear on any such copies are maintained and unmodified. Any other use, copying, redistribution, publication, or retransmission of any portion of any PowerAdvocate Materials on the Site is strictly prohibited without the express written permission of PowerAdvocate. All PowerAdvocate Materials on the Site are, and shall continue to be, owned by PowerAdvocate. Each Participating Company shall also maintain any copyright notice and any other notices that appear on any materials created by any third party and posted on the Site. PowerAdvocate retains all rights to any data, modules, components, designs, utilities, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices ("Technical Elements") owned or developed by PowerAdvocate prior to, or independently from, the provision of the Site (and any modifications or enhancements to PowerAdvocate's Technical Elements developed in the course of providing the Site) (collectively, "PowerAdvocate Technical Elements") and PowerAdvocate retains exclusive ownership rights to all PowerAdvocate Technical Elements. PowerAdvocate retains all rights to its knowledge, experience and know-how (including processes, ideas, concepts and techniques) acquired in the course of providing the Site, and, subject to the confidentiality obligations in the separate contracts referenced in Section 8, you and each Participating Company hereby grant to PowerAdvocate a perpetual, worldwide, paid-up license to use, copy, modify and/or sublicense, in the course of PowerAdvocate's business, any Technical Elements acquired or developed as a result of providing the Site.

10. Contact Information. "Contact Information" shall mean any and all business contact information (name, employer, business address, business phone numbers, business email address, etc.) that you provide to PowerAdvocate during registration for the Energy Intelligence Platform or during any other use of the Site. During registration, you shall provide -- and Participating Company shall ensure that its Users provide -- true, accurate, current and complete Contact Information. During registration or any other use of the Site that collects Contact Information, you will ensure that all Contact Information is business contact information only and is not private home contact information. PowerAdvocate uses the Contact Information only in furtherance of, and consistent with, the Site and otherwise in its normal course of business. By providing your Contact Information, you provide your consent to PowerAdvocate's contacting you by email or telephone in its normal course of business, including to determine your interest in any PowerAdvocate offerings. For information regarding PowerAdvocate's treatment of personal information submitted in conjunction with use of the Solutions, see the Energy Intelligence Platform Privacy Statement found at EIP Privacy Statement; for information regarding PowerAdvocate's treatment of personal information submitted in respect to use of the non-password protected areas of the site, see the Privacy Statement found at PowerAdvocate Privacy Statement.

11. Governing Law and Jurisdiction. This Agreement shall be deemed to have been made and performed entirely in the Commonwealth of Massachusetts and shall be governed by and construed pursuant to the laws of the Commonwealth of Massachusetts without regard to its provisions regarding the conflicts of laws. You and each Participating Company and PowerAdvocate hereby agree the state and federal courts of Massachusetts shall be the exclusive forum and venue to resolve disputes involving PowerAdvocate and arising out of or relating to these Terms of Use or any use of the Site. By using the Site and thereby agreeing to these Terms of Use, you and each Participating Company consent to personal jurisdiction and venue in the state and federal courts in Massachusetts with respect to all such disputes.

12. Amendment. PowerAdvocate may modify this Agreement from time to time by posting the modified Agreement on the Site. Any use of the Site after the posting of the modified Agreement constitutes that User's and that Participating Company's agreement to be bound by such modified version of this Agreement. PowerAdvocate reserves the right to change the Site at its discretion at any time. PowerAdvocate may add or remove features, services or otherwise modify the Site, all without any liability whatsoever.

13. Order of Precedence. THESE TERMS OF USE SHALL NOT ALTER OR OVERRIDE ANY CONFLICTING TERMS AND CONDITIONS OF ANY OTHER WRITTEN CONTRACT THAT YOU OR A PARTICIPATING COMPANY MAY HAVE WITH POWERADVOCATE OR WITH ANOTHER PARTICIPATING COMPANY. In the event of any conflicting terms under a written contract signed by you or a Participating Company with PowerAdvocate and these Terms of Use, the terms of the written contract will prevail over the conflicting terms in these Terms of Use.

14. Miscellaneous. Any notice, report, approval, or consent required or permitted under this Agreement shall be in writing and in the English language. Notices to PowerAdvocate may be sent to Power Advocate, Inc., 179 Lincoln Street, Boston, MA 02111, Facsimile: 857-453-5656, Attention: Daniel P. Sullivan. No failure or delay in exercising any right under this Agreement will operate as a waiver thereof, nor will any partial exercise of any right or power under this Agreement preclude further exercise. If any provision of this Agreement is unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. For all purposes under this Agreement, each party shall be and act as an independent contractor of the other and shall not bind nor attempt to bind the other to any contract with third-parties. No agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship is intended nor created by this Agreement.

Locations	Company
Boston	Careers
San Francisco	Leadership
London	Contact
Calgary	Resources
	Cost Insights Blog

[Contact Support](#)

[Client Log In](#)

Trust

[Privacy and Trust](#)

[Terms](#)

© 2020 PowerAdvocate, Inc. All rights Reserved. [Terms of Use](#) [Privacy Statement](#)

PowerAdvocate is a Verisk business.

VERISK ANALYTICS®