



Contract ID 00102079

Contract Release

Execution Date

Printed 1/16/24

PUERTO RICO ELECTRIC POWER AUTHORITY

Contract

DRAFT COPY

Mail Invoice To:

AUTORIDAD DE ENERGIA ELECTRICA
DIVISION DE TESORERIA
P.O. BOX 70253
SAN JUAN PR 00936-
8253

Vendor:

AMERICAN PETROLEUM COMPANY INC
PO BOX 2529
TOA BAJA PR 00951-2529

Please Direct Inquiries To:

MARIO E MIRANDA
MARIO.MIRANDA@PREPA.COM
Title PROCUREMENT SUPV
Phone/Alternate Phone:
787-521-3301
Fax 787-521-3298

Work Location:

MANT Y SERVICIOS TECNICOS
AVE CONDADO
CALLE BENITO ALONSO FINAL
SANTURCE PR 00936

Title

ADQ. COMBUSTIBLE Y SERV. DE ACARREO EN CANT. MENORES A 1,000 GAL.

Contract Value

Total Value	\$ 60,000.000 USD	** NOT TO EXCEED **
Pricing Method	ESTIMATE	
Contract Type	SERVICES	Start Date 1/16/24



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Project

End Date

6/30/24

Signatures

Vendor Authorized Signature		Authorized Signature	
Printed Name/Title		Printed Name/Title	
Date Signed	Phone	Date Signed	Phone

Terms and Conditions - Text at End

Facility	Standard	Revision	S/P	Text	Title
	PH000001	004	S	Y	EQUAL OPPORTUNITY
	PH000003	001	S	Y	PACKAGING, SHIPPING AND INVOICING INSTR
	PH000007	004	S	Y	APPLICABLE LAW
	PH000011	006	S	Y	CHANGES TO ORDER.
	PH000032	009	S	Y	DELIVERY
	PH000033	009	S	Y	FORCE MAJEURE
	PH000035	006	S	Y	INDEMNITY
	PH000039	008	S	Y	PRICE & PAYMENT
	PH000056	008	S	Y	TAXES AND DUTIES
	PH000080	002	S	Y	QUALITY STANDARDS AND WARRANTIES 2
	PH000082	002	S	Y	ANTI-KICKBACK



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Scope of Work

CONTRATO 102079

SE ADJUDICA ESTE CONTRATO CONFORME A LOS TERMINOS,CONDICIONES Y PRECIOS DEL CONTRATO DE ASG RFP 22-2188, EL CUAL FORMA PARTE INTEGRAL DEL MISMO.

LUGAR: ENTREGADO EN LAS INSTALACIONES DE LA AEE

ATT. ING. RICARDO A. FIGUEROA COLON
TEL.787-521-3086

ORDEN PARA SUPLIDO DE COMBUSTIBLE Y SERVICIO DE ACARREO EN CANTIDADES (MENOR A 1,000 GALONES)

ESTA ORDEN DE COMPRAS TIENE COMO INTENCIÓN LA ADQUISICIÓN DE COMBUSTIBLE Y SERVICIO DE ACARREO EN CANTIDADES MENORES A 1,000 GALONES, SEGÚN EL RFP 22-2188.

ALCANCE DEL TRABAJO

1-ORDEN DE COMPRA GASOLINA Y DIESEL ULTRA BAJO EN AZUFRE (ULSD) PARA SER ENTREGADO EN LAS INSTALACIONES DE LA AEE.

2- EL COMBUSTIBLE DEBERÁ CUMPLIR CON LAS ESPECIFICACIONES APLICABLES SEGÚN LAS REGULACIONES DE EPA Y EQB PARA PUERTO RICO.

3- LAS CANTIDADES QUE SE ENTREGARÁN EN CADA SITIO SERÁN LAS SOLICITADAS POR LA OFICINA DE PROPIEDADES, FACILIDADES Y FLOTA DE LA AEE.

4- EL TAMAÑO DE LA CANTIDAD DE ENTREGA ES HASTA UN MÁXIMO DE 1,000 GALONES.

5- LOS CAMIONES DEPÓSITO TENDRÁN BOQUILLAS CON PICO GRANDE PARA SERVICIO



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Scope of Work

SOBRE DEPÓSITOS DE TANQUE DE TIERRA.
 6- ESTA ORDEN DE COMPRA ESTÁ LIMITADA A UNA CANTIDAD MÁXIMA DE \$60,000.00
 PRECIOS ESTIPULADOS EN ESTE CONTRATO:
 SEGÚN EL RFP 22-2188 DE ASG
 GASOLINA 87 OCT AMERICAN
 ULSD (DIESEL)

Terms and Conditions - Text

Facility	Standard	PH000001
Revision 004	Description	EQUAL OPPORTUNITY

EQUAL OPPORTUNITY.

By accepting this Purchase Order, the Seller certifies that it will not discriminate on the basis of race, color, national origin, sex, religion, age, disability, veteran status or in any way otherwise prohibited by law and will indemnify Buyer against any claims arising from such unlawful discrimination by Seller.

Facility	Standard	PH000003
Revision 001	Description	PACKAGING, SHIPPING AND INVOICING INSTRUCTIONS

PACKAGING, SHIPPING AND INVOICING INSTRUCTIONS

1. Receiving Documentation must be included with all Purchase Order



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Terms and Conditions - Text

Facility		Standard	PH000003
Revision	001	Description	PACKAGING, SHIPPING AND INVOICING INSTRUCTIONS

deliverables.

2. All Receiving Documentation and shipping notices must include reference to the Purchase Order number and any applicable item number(s).

3. Each invoice must include the Purchase Order number and any applicable item number, receipted expense bill, and description shown on this Purchase Order. Delays in receiving invoices and errors or omissions on invoices shall be just cause for Buyer's withholding of payment, without loss of cash discount privilege.

Facility		Standard	PH000007
Revision	004	Description	APPLICABLE LAW

APPLICABLE LAW.

This Order will be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico without regard to its principles regarding conflicts of laws. Exclusive jurisdiction and venue for any action arising hereunder will be in Puerto Rico, whether in Federal or Commonwealth Court.

Facility		Standard	PH000011
Revision	006	Description	CHANGES TO ORDER.



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Terms and Conditions - Text

Facility		Standard	PH000011
Revision	006	Description	CHANGES TO ORDER.

CHANGES TO ORDER.

No modifications, changes or substitutions of Materials, Services or Work Product or extra charges of any kind or change in or cancellation of or waiver of or exception to any of the terms or conditions of this Order will be recognized unless authorized by Buyer in writing. Buyer may direct, in writing, changes, including additions to or deletions from the quantities of Materials, Work Product or Services originally ordered, or in the specifications or drawings. Unless otherwise agreed to by the parties, if any such change causes an increase or decrease in the cost of, or the time required for performance hereunder, an equitable adjustment shall be made in the price and/or delivery schedule. Any claims for adjustment shall be asserted by Seller no later than thirty (30) days from the date of Seller's receipt of notice of such change. Nothing contained herein shall excuse Seller from proceeding with a change directed by Buyer prior to negotiation of any adjustment. Notwithstanding the foregoing, mutually agreeable adjustments for any changes under this Order may be made by a written Order revision from one party which is confirmed in writing by the other party.



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Terms and Conditions - Text

Facility	Standard	PH000032
Revision 009	Description	DELIVERY

DELIVERY.

Seller agrees to provide for delivery of the Materials, Work Product or Services on the date(s) and to the address set forth in the Order. Seller shall bear all costs of shipping, transportation and packing unless otherwise provided in this Order. On all Materials delivered in error, or in excess of the quantity shown on Order, Buyer reserves the right to return the Materials at Seller's expense. Buyer's count shall be final and conclusive on any shipment not accompanied by the packing slip.

Facility	Standard	PH000033
Revision 009	Description	FORCE MAJEURE

FORCE MAJEURE.

Neither party shall be in breach of the Order to the extent that any delay or default in performance is due to Force Majeure. The term "Force Majeure" will mean any cause which is not within the control of the party claiming force majeure and which, by the exercise of due diligence, such party is unable to prevent or overcome, including but not limited to, flood, fire, tornado, governmental order, insurrections, riots and wars. Within seven (7) days of the commencement of an event of Force Majeure, the party affected thereby will provide the other party with written



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Terms and Conditions - Text

Facility		Standard	PH000033
Revision	009	Description	FORCE MAJEURE

notice of the event. Any event of Force Majeure shall not affect Buyer's right of termination as set forth in TERMINATION Section hereof.

Facility		Standard	PH000035
Revision	006	Description	INDEMNITY

INDEMNITY.

Seller shall defend, hold harmless and indemnify Buyer, its affiliates and its and their respective employees, officers and directors from and against all claims, demands, losses or damages, costs or expenses (including attorneys' fees and other expenses incident thereto) on account of damage to any property or injury, including death, to any persons (including any employee of Seller or Buyer) that occurs or is alleged to have occurred in connection with the performance of this Order by Seller. Seller intends for the foregoing defense, hold harmless, and indemnity obligations to apply regardless of cause and regardless of the theory of recovery, including strict liability and the negligence of the indemnified parties. Seller assumes all risks of damage or injury to Seller's own property or personnel, from whatever cause.

Facility		Standard	PH000039
Revision	008	Description	PRICE & PAYMENT



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Terms and Conditions - Text

Facility	Standard	PH000039
Revision 008	Description	PRICE & PAYMENT

PRICE & PAYMENT.

The prices specified in the Purchase Order shall include all charges and expenses in connection with the packing and shipping of the Materials to Buyer. No additional charges of any kind will be allowed unless specifically agreed to in writing in advance. Payment will be made as set forth in this Order; however payment may be withheld or portions thereof may be deducted or setoffs may be made against Seller if Seller does not perform in accordance with this Order. The time for payment of invoices and acceptance of any applicable discounts shall be based on the date when the invoice is received and stamped by PREPA's Accounts Payable, and all pertinent information is correct on the invoice.

All invoices are to be sent to the following address: Puerto Rico Electric Power Authority, Treasury Division, PO Box 70253, San Juan, PR 00936.

Facility	Standard	PH000056
Revision 008	Description	TAXES AND DUTIES

TAXES AND DUTIES.

Seller shall be responsible for and pay directly, all corporate and individual taxes measured by net income or profit imposed by any governmental authority on Seller, its employees or subcontractors due to



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Terms and Conditions - Text

Facility		Standard	PH000056
Revision	008	Description	TAXES AND DUTIES

the execution of any agreement or the performance of or payment for work hereunder. Unless otherwise agreed in writing or prohibited by law, the price set forth in this Order shall not include any local tax (IVU) but Seller shall pay any federal tax, US Customs fees, Shipping Surcharge fees or other tax required to be imposed on the Materials, Services or Work Product.

Important:

PREPA is a government owned company exempt for pay taxes under Section 2906, Article 2 of Puerto Rico's Internal Revenue Service Code and Section 2508 of Law Number 117 of July 4, 2006 known as "Ley de Justicia Contributiva (IVU)"

Facility		Standard	PH000080
Revision	002	Description	QUALITY STANDARDS AND WARRANTIES 2

Rejected Material and Services or Work Product may be returned or re-performed at Seller's expense. The making or failure to make any inspection, approval, payment or acceptance of the Materials, Work Product or Services shall in no way impair Buyer's right to reject or revoke acceptance of non-conforming Materials, Work Product or Services or to avail itself of any other remedies to which Buyer may be entitled,



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Terms and Conditions - Text

Facility		Standard	PH000080
Revision	002	Description	QUALITY STANDARDS AND WARRANTIES 2

notwithstanding Buyer's knowledge, the substantiality, or the ease of discovery of any non-conformity. If any time prior to one (1) year from the date of completion of any Services, or the earlier of one (1) year from the date of installation or eighteen(18) months from receipt of any Materials or Work Product if the Materials, Work Product or Services, or any part thereof, do not conform to these warranties or the specifications, Seller shall promptly correct such nonconformity to the satisfaction of Buyer at Seller's sole expense; failing which, Buyer may proceed to make corrections or accomplish Seller's work by the most expeditious means available, and the costs of cover or correction shall be for Seller's account. Seller's liability hereunder shall extend to all damages proximately caused by the breach of any of the foregoing warranties, including incidental damages such as removal, inspection, costs of return, warehousing and reinstallation. These warranties are in addition to, and shall not be construed as restricting or limiting any warranties of Seller, express or implied, or which are provided by law or exist by operation of law.

Facility		Standard	PH000082
Revision	002	Description	ANTI-KICKBACK



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Terms and Conditions - Text

Facility	Standard	PH000082
Revision 002	Description	ANTI-KICKBACK

Seller represents that no unrecited consideration, kickbacks, fees, payments, gifts, entertainment, or things of value were given to or requested by any Buyer employee as an inducement to enter into or continue this Order, and that Seller further agrees to immediately report any such request, demand, or occurrence relating to any Buyer employee or this Order to: Puerto Rico Electric Power Authority, Material Management Division Head Office, P.O. Box 3670151, San Juan, Puerto Rico 00936-0151; Telephone: 787-521-3268, or 787-521-3310. Seller shall adhere to Buyer's Expected Ethical Conduct Standards as defined in PREPA's Code of Ethic or Leyes de Ética which is available at:

<http://www.prepa.com/spanish.asp?url=http://www.aeepr.com/suministros.asp>

* * * End of Contract * * *