



Contract ID 00102039  
 Contract Release  
 Execution Date 1/10/24  
 Printed 1/10/24

**PUERTO RICO ELECTRIC  
 POWER AUTHORITY**

**Contract**

<b>Mail Invoice To:</b>  AUTORIDAD DE ENERGIA ELECTRICA DIVISION DE TESORERIA P.O. BOX 70253 SAN JUAN PR 00936-8253	<b>Vendor:</b>  LIBERTY COMMUNICATIONS OF PUERTO RICO INC PO BOX 192296 SAN JUAN PR 00918
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<b>Please Direct Inquiries To:</b>  MARIO E MIRANDA MARIO.MIRANDA@PREPA.COM Title PROCUREMENT SUPV Phone/Alternate Phone: 787-521-3301 Fax 787-521-3298	<b>Work Location:</b>  PR ELECTRIC POWER AUTHORITY PURCHASING DIVISION PO BOX 364267 SAN JUAN PR 00936-4267
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**Title**

SERV. INTERNET BANDA ANCHA CUADRO TELEFONICO STCE.

**Contract Value**

<b>Total Value</b> \$ 13,757.760 USD 0	<b>** NOT TO EXCEED **</b>
<b>Pricing Method</b> ESTIMATE	
<b>Contract Type</b> SERVICES	<b>Start Date</b> 1/10/24
<b>Project</b>	<b>End Date</b> 6/30/24



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**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

**Scope of Work**

CONTRATO 102039



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**Scope of Work**

SE ADJUDICA ESTE CONTRATO DE ACUERDO A NUESTRAS  
 ESPECIFICACIONES, TERMINOS, CONDICIONES Y SU COTIZACION¿PROPOSAL FOR AEE  
 AUTORIDAD DE ENERGIA ELECTRICA¿, LA CUAL FORMA PARTE INTEGRAL DEL MISMO.  
 LUGAR INFORMATICA CORPORATIVA ¿ PREPA  
 ATT. JUAN C. RIVERA BURGOS ADMINISTRADOR INFORMATICA CORPORATIVA  
 TEL.787-221-8325

**ALCANCE DE TRABAJO:**

IMPLEMENTACION DE UN NUEVO SISTEMA DE SERVICIO TELEFONICO VIA INTERNET  
 PARA EL USO DE EMPLEADOS DE PREPA HOLD CO Y HYDRO CO.  
 ESTE SERVICIO CONSISTE EN UN CIRCUITO TIPO ¿ZIP TRUNK¿ PARA QUE LOS  
 USUARIOS PUEDAN TENER COMUNICACIÓN A OTROS PROVEEDORES DE SERVICIO  
 TELEFONICO.

**Terms and Conditions - Text**

<b>Facility</b>	<b>Standard</b>	PH000001
<b>Revision</b> 004	<b>Description</b>	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.



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**Terms and Conditions - Text**

<b>Facility</b>		<b>Standard</b>	PH000003
<b>Revision</b>	001	<b>Description</b>	PACKAGING, SHIPPING AND INVOICING INSTRUCTIONS

PACKAGING, SHIPPING AND INVOICING INSTRUCTIONS

1. Receiving Documentation must be included with all Purchase Order 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.

<b>Facility</b>		<b>Standard</b>	PH000007
<b>Revision</b>	004	<b>Description</b>	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.

<b>Facility</b>		<b>Standard</b>	PH000011
<b>Revision</b>	006	<b>Description</b>	CHANGES TO ORDER.



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**Terms and Conditions - Text**

<b>Facility</b>	<b>Standard</b>	PH000011
<b>Revision</b> 006	<b>Description</b>	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.

<b>Facility</b>	<b>Standard</b>	PH000032
<b>Revision</b> 009	<b>Description</b>	DELIVERY

DELIVERY.



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**Terms and Conditions - Text**

<b>Facility</b>	<b>Standard</b>	PH000032
<b>Revision</b> 009	<b>Description</b>	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.

<b>Facility</b>	<b>Standard</b>	PH000033
<b>Revision</b> 009	<b>Description</b>	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 notice of the event. Any event of Force Majeure shall not affect Buyer's right of termination as set forth in TERMINATION Section hereof.



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## Contract

### Terms and Conditions - Text

<b>Facility</b>		<b>Standard</b>	PH000035
<b>Revision</b>	006	<b>Description</b>	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.

<b>Facility</b>		<b>Standard</b>	PH000039
<b>Revision</b>	008	<b>Description</b>	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



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**Terms and Conditions - Text**

<b>Facility</b>	<b>Standard</b>	PH000039
<b>Revision</b> 008	<b>Description</b>	PRICE & PAYMENT

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.

<b>Facility</b>	<b>Standard</b>	PH000056
<b>Revision</b> 008	<b>Description</b>	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 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





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**Terms and Conditions - Text**

<b>Facility</b>	<b>Standard</b>	PH000056
<b>Revision</b> 008	<b>Description</b>	TAXES AND DUTIES

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)"

<b>Facility</b>	<b>Standard</b>	PH000080
<b>Revision</b> 002	<b>Description</b>	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, 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



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### Terms and Conditions - Text

<b>Facility</b>		<b>Standard</b>	PH000080
<b>Revision</b>	002	<b>Description</b>	QUALITY STANDARDS AND WARRANTIES 2

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.

<b>Facility</b>		<b>Standard</b>	PH000082
<b>Revision</b>	002	<b>Description</b>	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>



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\* \* \* End of Contract \* \* \*