



Contract ID 00101803
 Contract Release
 Execution Date 12/13/23
 Printed 12/13/23

**PUERTO RICO ELECTRIC
 POWER AUTHORITY**

Contract

Mail Invoice To: AUTORIDAD DE ENERGIA ELECTRICA DIVISION DE TESORERIA P.O. BOX 70253 SAN JUAN PR 00936-8253	Vendor: PROTECTIVE SECURITY SYSTEMS INC PO BOX 364802 SAN JUAN PR 00936-4802
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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: ADMIN DE CONTRATOS Y SERV TEC NEOS PISO 3 OFICINA 312 AVE. PONCE DE LEON PDA. NUM. 16.5 SANTURCE PR 00936
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Title
 SIST SEGURIDAD Y EQUIPOS CENTRO OPER. VIDEOVIGILANCIA ELEC.(COVE)

Contract Value

Total Value \$ 233,000.00 USD 00	** NOT TO EXCEED **
Pricing Method ESTIMATE	
Contract Type SERVICES	Start Date 12/15/23
Project 100000107634	End Date 6/30/24



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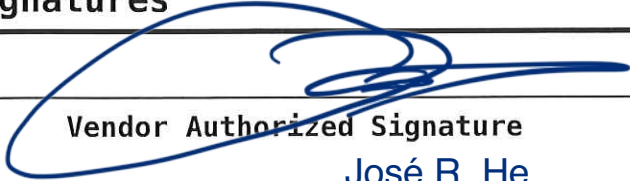

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Signatures

	
Vendor Authorized Signature	Authorized Signature
José R. He	
Printed Name/Title	Printed Name/Title
12-13-23	12-13-2023
Date Signed	Date Signed
787-792	
Phone	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.
	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

Contract Amendments

Title SE AÑADE NUMERO DE QUOTE Q0TQ2352 A LAS NOTAS

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Contract Amendments

Amendment	001	Execution Date	12/13/23
Amended Start Date		Amended End Date	
Amendment Value	\$ 0 USD	** NOT TO EXCEED **	
Pricing Method			

Amendment Scope

ENMIENDA I CONTRATO 101803

SE EXPIDE ESTA ENMIENDA PARA AÑADIR EL NUMERO DE QUOTE Q0TQ2352, POR LO QUE LA NOTA LEE DE LA SIGUIENTE FORMA:

CONTRATO 101803

SE ADJUDICA ESTE CONTRATO DE ACUERDO A NUESTRAS ESPECIFICACIONES, TERMINOS, CONDICIONES Y SUS COTIZACIONES NUMERO Q0TQ2352 Y Q0TQ2345, LAS CUALES FORMAN PARTE INTEGRAL DE ESTE CONTRATO.

LUGAR CENTRO OPERACIONES DE VIDEOVIGILANCIA ELECTRONICA (COVE) DE AEE ATT. MARIA D. SANTIAGO RODRIGUEZ JEFE AUXILIAR DE DIVISION ADMINISTRACION DE CONTRATOS, OPERACIONES DE SEGURIDAD Y SERVICIOS TECNICOS

TEL.787-381-5110

ALCANCE Y DESCRIPCIÓN DEL TRABAJO

PROYECTO CENTRO OPERACIONES VIDEOVIGILANCIA ELECTRÓNICA (COVE)

I. Objetivo del Proyecto

El objetivo del proyecto es la adquisición de equipo especializado de infraestructura de sistemas de seguridad para la administración, manejo,



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Amendment Scope

monitoreo, resguardo y operación de las cámaras de seguridad y los controles de accesos en los edificios, propiedades e instalaciones de la Autoridad de Energía Eléctrica de Puerto Rico (Autoridad). Además, dicho proyecto tiene el propósito de acondicionar el Centro de Operaciones de Videovigilancia Electrónica (COVE) y cuarto de controles de Servicios Técnicos de la Autoridad en Guaynabo. Este proyecto facilitará llevar a cabo las operaciones diarias de seguridad y reaccionar en el menor tiempo posible a cualquier evento en situaciones de emergencias o críticas en instalaciones de la Autoridad en áreas remotas en toda la Isla.

II. Descripción del Alcance del Trabajo

Los equipos de sistemas de seguridad que se adquieren con este proyecto son tecnología especializada entre estos, monitores (video wall), controladores y procesador de imágenes compatibles con la actual plataforma de manejo de video de la Autoridad. Como parte del proyecto el fabricante de los equipos Barco ofrece soporte en los trabajos de instalación, integración y configuración de los nuevos dispositivos y sus componentes. Protective Security Systems, (PSS) hará la configuración de Ocularis y Pro-Watch con el nuevo equipo.

En la etapa inicial del proyecto se acondicionará el área del salón, se completarán los trabajos eléctricos y conexiones necesarias para la instalación del equipo de sistema de seguridad. Las labores de acondicionamiento del área se realizarán por el personal de la Autoridad. Además, la Oficina de Informática Corporativa ofrecerá apoyo en las



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necesidades y especificaciones para la adquisición e instalación de las baterías para el resguardo de los nuevos equipos. Por otro lado, las unidades de acondicionador de aire se instalarán por una compañía externa previo a la instalación del equipo de sistemas de seguridad. En las diferentes etapas del proyecto se tienen que coordinar algunos trabajos entre los Contratistas con otras áreas de apoyo de la Autoridad, ya que será necesario entrar por los diferentes espacios para trabajar con el cableado o acceder algún cuarto de comunicaciones e instalar los nuevos equipos en diferentes gabinetes

Alcance y descripción del trabajo Proyecto Centro Operaciones
Videovigilancia Electrónica (COVE)

Página 2

de comunicación. El cableado se realizará con cables Cat. 6 plenum. La mayoría de la infraestructura existente transcurre por lugares donde es necesario entrar a las oficinas o pasar a través de estas. En ocasiones, el equipo requiere leves ajustes en su ubicación. Por lo antes mencionado y por las coordinaciones de acceso, se requiere la presencia de personal de la Oficina de Seguridad Corporativa de la Autoridad que conozca los sistemas de seguridad y con la potestad de tomar decisiones durante todo el proceso de implementación. PSS realizará un inventario del equipo de sistema de seguridad instalado con el personal de la Oficina de Seguridad Corporativa quien es el encargado del proyecto.

En el Complejo de Edificios de la Autoridad en Guaynabo se reciben



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empleados, visitantes, contratistas, entrada y salida de vehículos oficiales y se llevan a cabo trabajos para dar servicios a oficinas internas durante las horas laborables. Este proyecto tiene trabajos que son variables y requieren la coordinación del horario por el manejo de los equipos y asegurar las áreas que se van a impactar. Para cumplir con los tiempos de entrega requeridos y evitar reclamaciones, es importante que se evalúe de ser necesario, trabajar fuera del horario regular. Además, será necesario notificar al personal supervisor para que no se afecten los trabajos y servicios que ofrecen. Por lo antes indicado, se recomienda establecer un plan para el horario de trabajo y la logística con la Oficina de Seguridad Corporativa, los Contratistas, IT/OT y otras áreas de apoyo de la Autoridad.

El comienzo del Proyecto se coordinará con Seguridad Corporativa quien notificará a la División de Seguridad Ocupacional para que ofrezca la charla de seguridad. Los Contratistas y el personal de la Autoridad notificarán el progreso del proyecto y la terminación de los trabajos a la Oficina de Seguridad Corporativa. Estos trabajos pueden estar sujetos a cambios en el alcance del proyecto de surgir algún imprevisto, demora en la entrega de equipo y materiales o algún evento de emergencia o de fuerza mayor.

Terms and Conditions - Text



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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 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



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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.

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



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Facility	Standard	PH000011
Revision 006	Description	CHANGES TO ORDER.

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.

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 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.



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Facility		Standard	PH000035
Revision	006	Description	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

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



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Facility	Standard	PH000039
Revision 008	Description	PRICE & PAYMENT

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 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



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Facility		Standard	PH000056
Revision	008	Description	TAXES AND DUTIES

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, 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



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Facility		Standard	PH000080
Revision	002	Description	QUALITY STANDARDS AND WARRANTIES 2

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

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 * * *