

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

NEPR

Received:

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CASE NO.: NEPR-MI-2024-0005

IN RE: ELECTRIC SYSTEM PRIORITY
STABILIZATION PLAN

SUBJECT: Petition to Intervene; Request of
Access to Documents

PETITION TO INTERVENE AND REQUEST OF ACCESS TO DOCUMENTS

TO THE PUERTO RICO ENERGY BUREAU:

COMES NOW, Gothams Energy LLC (“Gothams”), through the undersigned counsel, and in support hereof respectfully states and prays:

I. Petition to Intervene

A. Brief Summary of Relevant Facts¹

1. On March 25, 2025, the Third-Party Procurement Office (“3PPO”), on behalf of Genera PR LLC (“Genera”), acting as the agent of the Puerto Rico Electric Power Authority (“PREPA”), published the Request for Proposal 3PPO-0314020-TPG, pertaining to Emergency Temporary Power Generation (the “RFP”).

2. Gothams has profound experience in emergency response for prolonged and short-term crises in the form of operational management, rapid infrastructure development and resource acquisition, large-scale supply chain logistics and more, in addition to key partnerships with federal agencies and their leaders. To offer a cost-effective, clean, safe, reliable, and quickly deployable solution for Puerto Rico’s emergency power generation needs, Gothams partnered with Karpowership, a global energy group focusing on energy transition with over 25 years of experience in pioneering energy solutions that builds, owns and operates the world’s only

¹ Please refer to the enclosed Exhibits for a more detailed description of the facts and arguments maintained by Gothams.

powership fleet, generating power on four continents with over 7,000 MW of installed capacity. Therefore, on April 25, 2025, Gothams submitted a proposal in response to the RFP, offering a turnkey solution to the energy crisis currently facing Puerto Rico and which is likely to worsen during the summer months and the upcoming hurricane season.

3. On May 10, 2025, Gothams received a *Notification of Recommended Proponents* from the 3PPO (the “Recommended Notification”) informing that its proposal had been evaluated but not recommended for award, even though it fully complied with all qualifying requirements. *See Exhibit A.* The Recommended Notification provided no explanation as to why Gothams was not being recommended for award, nor did it include any information that would have allowed Gothams to ascertain and evaluate the grounds on which its proposal was rejected.

4. Gothams wrote to the 3PPO on May 10, 2025 asking for a debrief and again on May 12, 2025 requesting information and documentation related to the Recommended Notification. *See Exhibit B* and *Exhibit C.* As the 3PPO did not respond, Gothams submitted a Formal Dispute and Request for Reconsideration on May 15, 2025, in which it also requested specific information and documents regarding the RFP process. *See Exhibit D.*

5. Again, the 3PPO failed to respond, save for a generic communication titled “*Clarification Regarding the Status of 3PPO-0314-20-TPG*”, dated May 20, 2025, in which the 3PPO purported to “clarify the current status of the [RFP]” (the “Clarification Letter”), but did not address any of the questions or provide any of the information that Gothams had requested. *See Exhibit E.* Gothams replied to the Clarification Letter that same day and asked yet again for an opportunity to engage in contract negotiations. *See Exhibit F.* The 3PPO once again ignored Gotham’s correspondence, however.

6. On June 16, 2025, after notifying the RFP participants three days earlier with a purported notice of award riddled with mistakes and misstatements, the 3PPO published the *Notice*

of Award (the “Notice of Award”), awarding the RFP exclusively to Power Expectations, LLC (“Power Expectations”). See **Exhibit G**.

7. In response to the Notice of Award, Gothams filed a *Supplemental Formal Dispute and Request for Consideration* before the 3PPO on June 21, 2025. See **Exhibit H**.

B. Petition to Intervene

8. As a participant in the RFP that, per the 3PPO’s admission, complied with all requirements of the RFP but was “not recommended” for unknown reasons, Gothams has a legitimate interest in PREB’s evaluation of the contract for which PREPA has sought PREB approval and the process leading up to its execution. The RFP process was plagued by irregularities, inconsistencies and blatant violations of its rights under the RFP, applicable laws, and the Constitution of the Commonwealth of Puerto Rico. The 3PPO’s lack of transparency and responsiveness, coupled with its failure to cogently follow its own RFP procedures, has impaired Gothams’ right to transparency and due process. What is more, the RFP process culminated in the execution of a contract with a company that, according to publicly available information, lacks the necessary experience, expertise, resources, and capabilities to provide the solution that Puerto Rico and its residents so direly need. As such, Gothams respectfully requests leave to intervene in the present case to place PREB in a fully-informed position to pass judgment on the contract at issue and to obtain information and documentation in connection with the RFP in order to be able to evaluate the grounds on which its proposal was rejected.

9. Section 5.05 of Regulation 8543 allows “any person with a legitimate interest in a case before [PREB to] present a duly grounded petition to intervene or participate in said case.” PREB shall evaluate such petition in accordance with the following criteria, as set forth in Section

3.5 of the Uniform Administrative Procedure Act, Act No. 38 of June 30, 2017, as amended (“Act 38”)²:

- (a) Whether the petitioner has an interest that may be adversely affected by the adjudicative proceeding.
- (b) Whether the petitioner’s interests can be adequately protected by other legal means.
- (c) Whether the petitioner’s interests are already adequately represented by existing parties to the proceeding.
- (d) Whether the petitioner’s participation may reasonably be expected to assist in developing a sound record of the proceeding
- (e) Whether the petitioner’s participation may excessively broaden the issues or delay the proceedings.
- (f) Whether the petitioner represents or is the spokesperson for other community groups or entities.
- (g) Whether the petitioner may contribute information, expertise, specialized knowledge, or technical advice that otherwise would not be available in the proceeding.³

C. Gothams Satisfies all Relevant Criteria for Intervention

(a) Gothams interests may be adversely affected.

10. Gothams was a participating proponent in the RFP that was ultimately excluded from consideration for unknown reasons and despite its full compliance with all RFP requirements. The 3PPO has withheld key documents, including the rationale for Gothams’ exclusion without explanation or justification, and has ignored every one of Gothams’ letters. The outcome of this proceeding undoubtedly will directly affect Gothams’ ability to analyze and formulate grounds on which to dispute the 3PPO’s decision and, given PREPA’s request that the subject contract be kept sealed, Gothams’ ability to evaluate and challenge it.

(b) Inadequacy of other legal means.

11. The 3PPO has ignored Gothams’ repeated attempts to obtain the contract and other RFP information directly. Given the undeniable public nature of the contract and related RFP

² P.R. Laws Ann. Tit. 3 § 9601 *et seq.*

³ P.R. Laws Ann. Tit. 3 § 9645.

information and PREPA's attempt to keep it hidden in this process, this request for intervention is Gotham's most immediate and direct route to access the information it is legally entitled to. No other legal avenue currently provides Gothams with access to the information it seeks and that PREPA intends to keep sealed, and which Gothams needs to evaluate and challenge the 3PPO's actions in the RFP process. The current approval proceeding before PREB is the only forum in which PREPA has sought to file the contract and other RFP information and, as such, the only proceeding where public access to that information has been placed at issue through PREPA's motion to file and keep the contract under seal.

(c) Inadequacy of representation by existing parties.

12. The 3PPO is the principal party to the transaction as representative of Genera and PREPA, none of whom has interest in disclosing information that may support or vindicate Gothams' concerns. Any other parties in the proceeding is potentially adverse to Gothams. No other party in the proceeding is similarly situated or positioned to advocate for disclosure in the interest of Gotham since it was qualified but not recommended by the 3PPO. Indeed, PREPA's insistence that the contract be filed and kept sealed demonstrates that its position is directly at odds with Gothams and, therefore, that none of the current parties to the PREB proceeding will adequately represent Gothams' interests.

(d) Gothams' participation will assist PREB in developing a sound record of the proceeding.

13. Additionally, Gothams' participation will assist PREB in developing a comprehensive and balanced evidentiary record, particularly as it relates to the transparency, fairness, and legal compliance of the procurement process, and, therefore, in arriving at a fully informed decision on whether to approve the contract.

(e) Risk of excessively broadening issues or delay.

14. Gothams' participation will not broaden the scope of the proceeding beyond its proper bounds. Intervention at this stage will not delay the proceedings and shall be limited to relevant transparency and substantive and procedural issues associated with the RFP process.

(f) Representation of community groups or entities.

15. While Gothams does not represent community organizations, its participation in the RFP process and exclusion from further consideration without explanation directly implicates public interest values, the use of public funds, and transparency, accountability and equitable access to public procurement opportunities, as well as the guarantee of due process for such participants.

(g) Contribution of unique information or expertise.

16. Gothams and Karpowership have unrivaled experience providing the very solution that the RFP was designed to secure for Puerto Rico. As the only fully qualified and compliant proponent that was inexplicably excluded from negotiations, Gothams also is in a unique position to explain to PREB the procedural irregularities and substantive deficiencies that plagued the RFP process and the selection of the contractor whose contract PREB has is now called to approve.

II. Request to Unseal Documents

17. On June 20, 2025, PREPA filed a *Motion Submitting Proposed Contract Resulting from Temporary Emergency Power Generation RFP for the Energy Bureau's Review and Approval* (the "June 20th Motion"), whereby PREPA submitted (i) as Exhibit A, the proposed Performance Service Agreement to be executed by and among Power Expectation and Genera, covering up to 800 MW of temporary emergency generation, for PREB's review and approval (the "Proposed Agreement" or "Exhibit A"); and (ii) as Exhibit B, the 3PPO evaluation report summarizing the procurement process and the basis for the selection of Power Expectation (the "3PPO Report" or "Exhibit B"). PREPA alleged that the Proposed Agreement "contains trade

secrets or business information considered confidential under applicable law”⁴, that the 3PPO Report “contains information that forms part of a deliberative process and is likewise considered confidential pursuant to applicable law”⁵ and that both the Proposed Agreement and the 3PPO Report “contains [*sic*] information that is part of an ongoing negotiation process and includes [*sic*] trade or business secrets”⁶.

18. Based on the foregoing, PREPA requested that PREB grant confidentiality treatment to the Proposed Agreement and the 3PPO Report under Section 6.15 of the Puerto Rico Energy Transformation and RELIEF Act, Act No. 57 of May 27, 2014, as amended (“Act 57”)⁷ and the Section 10.2 of the Joint Regulation for the Procurement, Evaluation, Selection, Negotiation and Award of Contracts for the Purchase of Energy and for the Procurement, Evaluation, Selection, Negotiation and Award Process for the Modernization of the Generation Fleet, Regulation No. 8815.

19. In response to the June 20th Motion, PREB issued a *Resolution and Order* on June 27, 2025 (the “June 27th Order”) ordering PREPA (i) to clarify why the contract proposes an initial term of two (2) years, as opposed to the eighteen (18) month period originally proposed by Genera; (ii) to indicate if the 3PPO or other bidders considered further increasing the time frame, as the information presented to PREB for evaluation reflects a base price for Years 1 and 2, followed by a decrease in Years 3 and 4, and if so, to submit any other pricing proposal; and (iii) to submit all qualified bidders’ information and proposals.

20. Furthermore, PREB granted PREPA’s request of confidential treatment to the Proposed Agreement and the 3PPO Report, but ordered PREPA to file public, redacted versions

⁴ June 20 Motion, ¶¶ 5; 8.

⁵ June 20 Motion, ¶ 5.

⁶ June 20 Motion, ¶ 8.

⁷ P.R. Laws Ann. Tit. 22 § 1051 *et seq.*

of such documents under Sections 1.4, 6.3 and 6.15 of Act 57 and PREB's Resolution, *In Re: Policy on Management of Confidential Information in Procedures Before the Commission*, Case No. CEPR-MI-2016-0009, August 31, 2016, as amended by Resolution, *Policy on Management of Confidential Information in Procedures Before the Commission*, Case No. CEPR-MI-2016-0009, September 20, 2016 (hereinafter, the "Confidential-Information Policy"). This decision was erroneous; PREB should reconsider it and make Exhibits A and B to PREPA's June 20th Motion public.

21. Section 1.2 of Act 57 establishes the public policy promoting transparency and citizen participation in energy service-related processes.⁸ In accordance with such public policy, all information and documents received and/or disclosed by any electric power company are subject to the following:

- (1) The information shall be complete, except for privileged information which shall be suppressed in accordance with the Rules of Evidence adopted by the Judicial Branch of Puerto Rico;
- (2) The disclosure of the information shall be timely;
- (3) The data shall be in a raw and detailed form, not modified. In addition to the original text of any document where such information or data appears, documents where such information is organized and shown so that it may be easily handled by persons without expertise in the disciplines addressed therein may understand them shall be published and made available to customers;
- (4) The information shall not be subject to confidentiality standards broader than those required;
- (5) The data must be machine processable;
- (6) The public may access such information electronically without the need to register or create an account, and free of charge;
- (7) Data produced by employees, officials, or contractors working for the Commonwealth of Puerto Rico shall not be subject to any copyright, patents, trademarks, or trade secret. Reasonable restrictions based on doctrines of privacy, security, and evidentiary privileges may apply; and
- (8) Such data must be available in nonproprietary format; that is to say, no one shall have exclusive control over it.⁹

⁸ P.R. Laws Ann. Tit. 22 § 1051.

⁹ P.R. Laws Ann. Tit. 22 § 1051b.

22. Section 6.15 of Act 57 further provides that:

If any person who is required to submit information to [PREB] believes that the information to be submitted has any confidentiality privilege, such person may request [PREB] to treat such information as such, subject to the following:

(a) If [PREB], after the appropriate evaluation, believes such information should be protected, it shall grant such protection in a manner that least affects the public interest, transparency, and the rights of the parties involved in the administrative procedure in which the allegedly confidential document is submitted.

(b) To such purposes, [PREB] shall provide access to the document or the privileged portion of the document only to the lawyers and external consultants involved in the administrative process after the execution of a confidentiality agreement.

(c) [PREB] shall keep the documents submitted for its consideration out of public reach only in exceptional cases. In these cases, the information shall be duly safeguarded and delivered exclusively to the personnel of [PREB] who needs to know such information under nondisclosure agreements. However, [PREB] shall direct that a non-confidential copy be furnished for public review.

(d) [PREB] shall swiftly act on any privilege and confidentiality claim made by a person subject to its jurisdiction by means of a resolution to such purposes before any allegedly confidential information is disclosed.¹⁰

23. Moreover, the Confidential-Information Policy details the procedure to be followed by a party that believes that a specific document to be produced contains Confidential Information¹¹ and is entitled to such treatment (a “Producing Party”). The Confidential Information Policy requires a Producing Party, here PREPA, to identify such confidential information and to file, no later than ten (10) days after filing of the Confidential Information, a memorandum of law explaining the legal basis in support of its argument that the Information filed contains Confidential Information and deserves protection. The memorandum must also relate each

¹⁰ P.R. Laws Ann. Tit. 22 § 1051n.

¹¹ Under the Confidential-Information Policy, “Confidential Information” refers to the following information:

(a) Any information marked by PREPA or any other party as “confidential” or “privileged” in the matter, unless and until [PREB] or a court of law decides otherwise;

(b) Any information [PREB] or a court of law marks or treats as “confidential” or “privileged”;

(c) Any document filed by a party in an Administrative Proceeding in relation to information described in (a) and (b) above.

document to a legal basis and specific arguments that support each claim. Within the memorandum, the Producing Party must provide a table listing all documents included as Confidential Information, adhering to the following format: (i) first column: document name; (ii) second column: numbering of the pages of the document in which Confidential Information is found; (iii) third column: date when the Confidential Information was filed with PREB; (iv) fourth column: summary of the legal basis in support of each of the confidentiality claims; (v) fifth column: summary of the reasons for which each claim conforms to the legal basis previously cited; and (vi) appendix: any documentation that, according to the Producing Party, support a confidentiality claim. The Producing Party shall file a “redacted” or “public” version and an “un-redacted” or “confidential” version of any document containing Confidential Information.

24. PREPA did not comply with the Confidential-Information Policy, as it failed to file the required memorandum, and rather intends to withhold the Proposed Agreement and the 3PPO Report under a broad claim of confidentiality.

25. More importantly, however, the 3PPO acknowledged in Article 15 of the RFP that “[a]ny contract(s) resulting from this RFP will be entered into between the Proponent(s) and GENERA as agent for PREPA – an instrumentality of the Commonwealth of Puerto Rico. **As such, they are public contracts.**” (emphasis added). Given this admission, there can be no dispute that the documents that PREPA has sought to keep under seal are public in nature. This alone requires that PREB make Exhibits A and B to PREPA’s June 20th Motion public. This conclusion also is consistent with the clearly established right of access to public information under Puerto Rico law as a corollary to the constitutionally guaranteed right to free speech. There is, therefore, a strong presumption that all documents and contracts involving the government and instrumentalities of Puerto Rico are public. The provisions of Act 141-2109 and the consistent pronouncements of the Puerto Rico Supreme Court to this effect leave little doubt that, having

recognized the public nature of Exhibits A and B to its June 20th Motion, PREPA cannot keep them from Gothams and the public through a confidentiality finding in this proceeding. *See, e.g., López Vives v. Policía de Puerto Rico*, 118 D.P.R. 219 (1987); *Silva Iglesia v. Panel sobre el FEI*, 137 D.P.R. 821 (1995); *Ortiz v. Bauermeister*, 152 D.P.R. 161 (2000).

26. Importantly, PREPA cannot keep Exhibits A and B to Its June 20th Motion under seal even if it maintains that they contain privileged or confidential information. Instead, PREPA must redact the allegedly privileged or confidential information. Consistent with Puerto Rico law, including Article 6.15 of Act 57, redactions must be strictly limited to the extent necessary to protect the alleged confidentiality or privilege and be made “in a manner that least affects the public interest, transparency, and the rights of the parties involved in the administrative procedure in which the allegedly confidential document is submitted”. In this regard, redactions should specify the confidentiality grounds or privilege on which they are based so that Gothams and other interested parties may assess the claim of confidentiality or privilege.

WHEREFORE, Gothams respectfully requests that PREB (i) grant Gothams’ petition to intervene in the present case; and (ii) grant Gotham access to Exhibits A and B to PREPA’s June 20th Motion.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico this 3rd day July, 2025.

I hereby certify that on this same date, I filed this motion using the electronic filing system of the PREB.

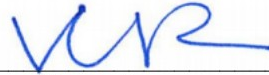
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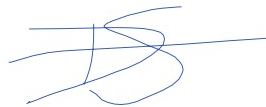


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Notification of Recommended Proponents

May 10, 2025

The Third-Party Procurement Office (the "3PPO") hereby gives notice that, regarding Request for Proposal 3PPO-0314-20-TPG, pertaining to Emergency Temporary Power Generation, published on March 25, 2025 (the "RFP"), proposals were submitted by the respondents listed below (in alphabetical order):

- Distributed Power Solutions
- E2Companies LLC
- Gothams LLC
- Impulsora de Proyectos Energéticos México
- Javelin Global Commodities
- New Fortress Energy
- Power Expectations LLC

After evaluation by the Puerto Rico Public-Private Partnership Authority and PREPA, pursuant to the evaluation criteria set forth in the RFP, it was determined that the following proponents have been selected to initiate contract negotiations, as they represent the best interests of Puerto Rico (in alphabetical order):

- Javelin Global Commodities
- Power Expectations LLC

This notice of recommended proponents is subject to the execution of a written contract and, as a result, does not constitute the formation of a contract between PREPA and the apparent successful respondents.

The apparently successful respondents shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to PREPA, via its agent, is executed. If the apparent successful respondents and PREPA are unable to execute a contract, PREPA may revoke the award and negotiate with the next highest-ranked respondent or withdraw the RFP. PREPA reserves the right to cancel this notice at any time prior to the execution of a written contract.

The proposal from the following company was evaluated but not recommended for award:

- Gothams LLC

The proposals from the following companies did not comply with one or more qualifying requirements and, therefore, were disqualified and not recommended for evaluation:

- Distributed Power Solutions
- E2Companies LLC
- Impulsora de Proyectos Energéticos México
- New Fortress Energy

As stated in Section 20 of the RFP, any proponent adversely affected by a decision made under the selection process may submit a request for reconsideration, in accordance with the procedures outlined in that section. The five (5) calendar-day period to file a request shall commence upon notification that an agreement has been executed with the selected proponents. The 3PPO will issue a formal notice to all proponents once such agreements are executed, thereby triggering the start of the reconsideration period. Any request for reconsideration submitted after this deadline will not be considered.

This notice of recommended proponents is subject to the execution of a written contract and, therefore, does not constitute the formation of a contract with PREPA. All awarded proponents must comply with all required certifications before the contract can be executed.

Sincerely,

Mariela Quiñones



Program Manager, 3PPO

Malcolm

Status

➤ To: Fabian Velez (Regulatory Compliance (3PPO))
CC: Buyer Team, Gothams LLC

May 10, 2025



Good morning,

Can you please confirm that Gothams Energy has been excluded in the competition range and negotiations? If so, can we please schedule a debrief. Thank you.

Jordan

REPLY ↩

Third-Party Procurement Office (3PPO)
c/o Genera PR LLC
PowerAdvocate® Platform – RFP 3PPO-0314-20-TPG

Subject: Technical Proposal Submission – Emergency Temporary Power Generation (RFP 3PPO-0314-20-TPG)

To Whom It May Concern,

On behalf of **Gothams Energy LLC**, (hereinafter referred to as “Gothams”), please consider an official request for information supporting the decision not to recommend Gothams’ proposal in connection with the Emergency Temporary Power Generation (RFP 3PPO-0314-20-TPG), as communicated on May 10, 2025, through a Notification of Recommended Proponents (the “Notification”).

The RFP sought a response to the emergency energy crisis in Puerto Rico and specifically provided that the “solution may include floating power generation units (barges)...with individual capacities of up to 400 MW, ensuring a total combined capacity of up to 800 MW.” The Notification, however, states that Gothams was evaluated, but not recommended for award even though it complied with all qualifying requirements.

Gothams’ fully compliant proposal offered a turnkey solution to the energy crisis currently facing Puerto Rico, which is likely to worsen during the Summer months and the upcoming hurricane season. The Notification, however, gives no explanation as to why Gothams is not being recommended for award. Our General Counsel formally requested a debriefing in writing on May 10, 2025, but has not yet received a response. Therefore, we respectfully request that Gothams be provided a formal debriefing within five (5) calendar days of receipt of our prior request for debrief (sent May 10, 2025), including the following information:

- (1) Please provide any and all reasons why Gothams’ proposal was not recommended, along with all documentation supporting that decision.
- (2) To the extent pricing was one of the reasons, please provide any financial analysis conducted of Gothams’ proposal. If pricing was a consideration, we would appreciate an opportunity to discuss.
- (3) Based on media reports, it appears there was concern about barges and their ability to handle Puerto Rico’s energy needs during and after a hurricane. According to those reports, that concern, to the extent accurate, was raised by the United States Coast Guard. Is this correct? If so, please provide all documentation related to this issue, including without limitation, communications with Coast Guard personnel on the subject. Gothams already provided a substantial hurricane plan and can elaborate on why a Powership is the best option for hurricane resilience.

Gothams urges reconsideration of the exclusion of our proposal from further conversations and negotiations. Apart from the Notification, Gothams has received no questions about our substantial proposal and solution, or explanations for the refusal to recommend it. We have certified compliance with federal regulations and request additional information before exclusion. In accordance with Section I.B. of Genera's Procurement Manual, transparent procedures along with clear evaluation criteria and analysis are fundamental not only to Puerto Rico's public interest but also to the integrity of the process for all proponents. The information requested in this letter is intended to support and reinforce that transparency. Should the decision not to recommend Gothams' proposal become final, Gothams intends to avail itself of the right to protest. For that purpose, we formally request that you advise us of the deadline to submit that Protest, which we understand from the Notification should be within five (5) calendar dates from the notification that an agreement has been executed with the selected proponents.

Please contact me at the below phone number or email address if you want to discuss further.

Thank you.

Sincerely,

Gunnar Michelsen

Director of Special Projects

Gothams Energy LLC

gunnar@gothams.com

(858) 774-1679



Third-Party Procurement Office (3PPO)
c/o Genera PR LLC
PowerAdvocate® Platform – RFP 3PPO-0314-20-TPG

Subject: Emergency Temporary Power Generation (RFP 3PPO-0314-20-TPG)

FORMAL DISPUTE AND REQUEST FOR RECONSIDERATION

To Whom It May Concern,

Gothams LLC (“Gothams”) formally submits this dispute and request for reconsideration regarding the decision not to recommend its proposal for award under the subject Request for Proposal 3PPO-0314-20-TPG, pertaining to Emergency Temporary Power Generation, published on March 25, 2025 (the “RFP”), and requests reconsideration pursuant to Section 20 of the RFP, Section XI of Genera’s Procurement Manual.

On May 10, 2025, Gothams received a communication titled “*Notification of Recommended Proponents*” (the “Notification”), which informed Gothams that its proposal had been evaluated and found to be compliant with all qualifying requirements of the RFP but was “evaluated but not recommended for award.” (the “Adverse Decision”) This notification, however, did not state a reason for the Adverse Decision against Gothams’ fully-compliant proposal, nor did it provide any information that would allow Gothams to ascertain and evaluate the grounds under which its proposal was rejected while those submitted by Javelin Global Commodities and Power Expectations LLC (the “Recommended Entities”) were recommended for award. Given the dearth of information, Gothams requested a debrief in writing that same day, May 10, but received no response. Gothams also submitted, on May 12, 2025, a formal request for information and documents related to the Adverse Decision. *See Exhibit A.* As of the date of this submission, Gothams has not received a response to its May 10 debrief request, to its May 12 letter, or any of the information and documents requested therein.

The information requested by Gothams in its May 12 letter is necessary and essential for Gothams to exercise its rights under the RFP and applicable law, including with respect to submitting a fully substantiated formal dispute and request for reconsideration, and to pursue any other remedy available to it under applicable law against the Adverse Decision. Despite not having any insight into or information regarding the Adverse Decision, Gothams submits this dispute in an abundance of caution to formally register its disagreement with the Adverse Decision and to fully preserve its rights under the RFP and applicable law.

Timing of this Dispute and Request for Reconsideration

Gothams has chosen to submit this dispute and request for reconsideration today—the 5th calendar day¹ after receipt of the Notification—not because it believes that the submission actually must be filed today, but because of ambiguities and potential contradictions arising from the content of the Notification, Section 20 of the RFP, and Genera’s Procurement Manual. Specifically, the Notification provides that “[t]he five (5) calendar-day period to file a request [for reconsideration] shall commence upon notification that an agreement has been executed with the selected proponents” and that “[t]he 3PPO will issue a formal notice to all proponents once such agreements are executed, thereby triggering the start of the reconsideration period.” The RFP, in turn, provides that “[a]ny 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.” Genera’s Procurement Manual, made applicable through the RFP, similarly provides that “[a]ny vendor adversely affected by a contract award may submit a written request for reconsideration to Genera within five (5) business days from the Notice of Award Date.” A review of the form notices included as Attachment 10 to Genera’s Procurement Manual, however, suggests that the Notification arguably may qualify as a Notice of Award Date, which are supposed to be “subject to execution of a written contract.” That is precisely what the Notification communicates.

This submission, however, is made without waiving any right or argument regarding P3’s and 3PPO’s compliance with the required adjudication process, without conceding that the Notification in fact constituted a Notice of Award, and without prejudice to Gothams’ right to submit a fully substantiated supplement to this dispute and request for reconsideration once it receives the information and documents requested in its May 12, 2025 letter and herein.

Preliminary Grounds for Dispute and Request for Reconsideration

As noted previously, Gothams is severely hampered in its ability to analyze and formulate grounds on which to dispute and request reconsideration from the Adverse Decision. In light of the foregoing and without limitation, Gothams raises the following grounds to dispute and seek reconsideration of the Adverse Decision:

- (1) P3’s and 3PPO’s failure to abide by the rules and regulations applicable to the RFP, including without limitation by not issuing a formal Notice of Intent to Award in the form specified in the RFP and Genera’s Procurement Manual, including its Attachment 10;

¹ Purportedly citing to Section 20 of the RFP, the Notification provides that disputes and requests for reconsideration must be filed within 5 calendar days. Section 20 of the RFP, however, refers to 5 business days. Gothams is submitting this dispute and request for reconsideration within the 5-calendar day window out of an abundance of caution.

- (2) P3's and 3PPO's failure to conduct the RFP process with the transparency required by the RFP, Act 29 of June 8, 2009, as amended, Act 83 of May 2, 1941, as amended, Act 120 of June 21, 2018, as amended, Genera's Procurement Manual, and other applicable laws and regulations, and the Constitution of the Commonwealth of Puerto Rico;
- (3) P3's and 3PPO's refusal and failure to answer questions from, and provide information to, Gothams despite repeated requests in writing; and
- (4) The public dissemination of possibly inaccurate and misleading information presumably concerning or affecting Gothams' proposal. *See, e.g., Apenas dos empresas cualificadas para proveer generación de emergencia*, El Vocero, May 9, 2025, attached hereto as Exhibit B.

These grounds, individually and taken together, require that the Adverse Decision be reconsidered in order to fully comply with and respect the requirements and strictures of the RFP, applicable law, and Gothams' due process rights. The grounds identified in this submission are preliminary, based on the limited information currently available to Gothams, and raised without prejudice to a subsequent submission that Gothams may submit once P3 and 3PPO provide the information and documents it requested in its May 12 letter and herein.

Requested Remedy

It is undisputed that Gothams complied with every requirement of the RFP. It is further unquestionable that Gothams' proposal offered a turnkey solution to the energy crisis currently facing Puerto Rico, which is likely to worsen during the Summer months and the upcoming hurricane season, from proven partners capable of delivering at the required scale. In light of the foregoing, we respectfully request that Genera reconsider its decision and, upon such reconsideration, **recommend Gothams for the initiation of contract negotiations.**

Gothams reiterates its requests for information and documents set forth in its May 12 letter, which Gothams incorporates by reference as if fully set forth herein and asks that P3 and 3PPO comply with those requests before making a final adjudication of the RFP. Additionally, Gothams respectfully requests that P3 and 3PPO answer the following questions and provide the requested information before making a final adjudication of the RFP:

1. The evaluation results of Gothams' proposal and of the proposals of the Recommended Entities, including the specific scores awarded by each evaluator and the application of the weighting criteria.²
2. Any comparative information it used to justify the Adverse Decision and the decision to recommend the Recommended Entities in light of the stated evaluation framework.

² The RFP expressly provides that "[t]he 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."

3. Confirmation of whether any Covered Party or conflict of interest was identified during the process that may have impacted the administration of the procurement.
4. Any follow-up questions or clarifications requested by or from the Recommended Entities before deciding on the recommendation, along with all answers provided.
5. Confirmation whether the Recommended Entities have ever installed and delivered power at the requested scale.
6. The delivery timelines on all solutions proposed by the Recommended Entities.
7. Any comparative analysis conducted of the fuel sources proposed by the Recommended Entities and how they compare in terms of environmental cleanliness and friendliness with the solutions offered by Gothams.
8. Confirmation whether reserve requirements been evaluated, or whether there is an opportunity to use this contract to retire older, high-cost, and inefficient assets.
9. The results of any due diligence conducted to ensure that none of the Recommended Entities are affiliated with restricted parties. If no such due diligence was conducted, confirmation of that fact.
10. The results of any due diligence conducted to confirm that the Recommended Entities are capable of reliably delivering on the scope of the contract. If no such due diligence was conducted, confirmation of that fact.
11. Confirmation of whether and how the Recommended Entities comply with the Puerto Rico Energy Bureau's requirements for power generation.
12. The identity of any subcontractor, partner, joint venture partner, beneficial owner or affiliate of the Recommended Entities.

Information required by Section 20 of the RFP

1. The title and number of the solicitation under which the request reconsideration is made;

Emergency Temporary Power Generation (RFP 3PPO-0314-20-TPG)
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;

Gunnar Michelsen
Director of Special Projects
Gothams Energy LLC
gunnar@gothams.com
(858) 774-1679
3. A detailed description of the specific grounds for the request and all supporting documentation; and,

See Preliminary Grounds section, *supra*.

4. The specific ruling or relief requested.

See Requested Remedy section, *supra*.

This dispute and request for reconsideration is made without prejudice to any other rights or remedies available to our client under the RFP, applicable law, or otherwise. Gothams reserves all rights and waives none.

We remain at all times available to discuss further how we can cooperate with Puerto Rico to stabilize its grid, and to ensure that it is able to meet the increasing capacity demand.

Respectfully submitted,

Gunnar Michelsen
Director of Special Projects
Gothams Energy LLC
gunnar@gothams.com
(858) 774-1679



Subject: Clarification Regarding the Status of 3PPO-0314-20-TPG

Dear Valued Proponents:

We write to clarify the current status of the Request for Proposals process referenced as 3PPO-0314-20-TPG (RFP). As of the date of this communication, no award has been issued under this procurement process. The evaluation and negotiation stages remain ongoing, and no contract has been executed with any proponent.

As explicitly stated in Section 8 of the RFP – *RFP TIMELINE*, the dates provided for key milestones, including the "Notice of Intent of Award" and the potential "Contract Signing" with the selected proponent, were target dates subject to change. The RFP further specifies that it is the sole responsibility of proponents to monitor the designated platform (PowerAdvocate®) for any updates or modifications to the timeline.

Furthermore, pursuant to Sections 11 through 14 of the RFP, the 3PPO and GENERA reserve full discretion over all aspects of the procurement process. These include, but are not limited to, the right to reject any or all proposals, to conduct negotiations with one or more proponents, to modify the procurement schedule, and to determine whether a final contract will be awarded at all. The issuance of an award is not guaranteed, nor does participation in this RFP process entitle any party to a contract.

In accordance with Section 12 – *Proposal Clarification Requests*, and Section 14 – *Selection of Proponents for Negotiations*, selection for negotiation is not equivalent to a contract award. Any decision to enter into a final agreement will only occur upon successful conclusion of negotiations and internal review. GENERA, the 3PPO, and the P3A assume no liability in the event that a final agreement is not reached.

We reiterate that no award determination has been made, and all proponents remain subject to ongoing review and possible engagement in negotiations, in accordance with the procedures and discretionary rights established in the 3PPO-0314-20-TPG.

Additionally, we emphasize that the issuance of a Notice of Intent to Award does not constitute an award, nor does it establish any binding obligation on the part of the 3PPO, GENERA, or P3A to execute a contract. The final selection is contingent upon successful negotiations and the execution of a written agreement.

We further remind all proponents that, under Section 20 of the RFP, any formal protest regarding the outcome of the procurement must be submitted in writing no later than five (5) business days from the issuance of the official Notice of Award. As no such notice has yet been issued, the protest period has not yet commenced.

Sincerely,

3PPO



May 20, 2025

Third-Party Procurement Office (3PPO)
c/o Genera PR LLC
PowerAdvocate® Platform – RFP 3PPO-0314-20-TPG

Subject: Technical Proposal Submission – Emergency Temporary Power Generation (RFP 3PPO-0314-20-TPG)

To Whom It May Concern:

Gothams Energy LLC (“Gothams”) acknowledges receipt of a generic communication received on May, 20, 2025, entitled “Clarification Regarding the Status of 3PPO-0314-20-TPG”, in which the 3PPO purports to “clarify the current status of the Request for Proposals process referenced as 3PPO-0314-20TPG (RFP)” (the “Clarification Letter”).

As the 3PPO correctly observes in its Clarification Letter, the 3PPO’s May 10, 2025, “Notification of Recommended Proponents” (the “Recommendation Notification”) provides that “[t]he five (5) calendar-day period to file a request [for reconsideration] shall commence upon notification that an agreement has been executed with the selected proponents” and that “[t]he 3PPO will issue a formal notice to all proponents once such agreements are executed, thereby triggering the start of the reconsideration period.” The RFP, in turn, provides that “[a]ny 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.” Genera’s Procurement Manual, made applicable through the RFP, similarly provides that “[a]ny vendor adversely affected by a contract award may submit a written request for reconsideration to Genera within five (5) business days from the Notice of Award Date.” The 3PPO reaffirmed in the Clarification Letter that the term to file a challenge and request for reconsideration here “has not yet commenced” because no “official Notice of Award” has been issued.

The Clarification Letter, however, does not fully address Gothams’ concerns and questions regarding the evaluation and adjudication process followed to date or the steps to be followed moving forward. To date, the 3PPO has only issued a “Notification of Recommended Proponents”, a type of notification that is nowhere to be found in the RFP or Genera’s Procurement Manual, both of which refer to a “Notice of Award Date”. Section 8 of the RFP, in turn, references a milestone for “Genera and/or 3PPO to issue Notice of Intent of Award to Selected Proponent”, which is separate and distinct from the milestone for execution of the contract with the selected proponent. The 3PPO has not yet issued the “Notice of Intent of Award” contemplated in section 8 of the RFP, which mirrors the terminology used in the form notices included as Attachment 10 to Genera’s Procurement Manual (“Notice of Intent to Award”), which confirm that said

notification is distinct from, and indeed “subject to”, “execution of a written contract.” The Recommendation Notification and the Clarification Letter, however, suggest that the only “notification” Gothams will receive will be that of the execution of the final contracts with the selected proponents, and not the Notice of Intent to Award prior to execution contemplated in section 8 of the RFP and Attachment 10 of Genera’s Procurement Manual. The 3PPO’s inconsistent use of varying terminology to describe the process and its failure to strictly follow its own proceedings is confusing and creates considerable uncertainty.

The 3PPO’s and P3’s silence in the face of Gothams’ repeated requests for debriefing, information, documents, and an opportunity to meet is equally concerning and makes the confusion and uncertainty highlighted above even more acute. Gothams remains entirely in the dark regarding the 3PPO’s reasons for not recommending Gothams’ proposal despite that it fully complied with all qualifying requirements of the RFP; to date, each of Gothams’ three written communications remains unanswered, and none of the information and documents requested has been provided. For the avoidance of doubt, Gothams reiterates its requests for information and documents set forth in its May 12 and May 15 letters, which Gothams incorporates by reference as if fully set forth herein and reiterates its request that P3 and 3PPO comply with those requests forthwith and, in any event, before making a final adjudication of the RFP or executing final contracts with other proponents.

The above notwithstanding, Gothams takes note of the 3PPO’s confirmation “that no award determination has been made, and all proponents remain subject to ongoing review and possible engagement in negotiations”. While Gothams remains concerned by the lack of information and transparency to date, as well as by public statements (including to the Puerto Rico media) by individuals associated with the RFP process to the effect that execution of final contracts with the selected proponents is imminent, Gothams reiterates its willingness and availability to discuss further how it can cooperate with Puerto Rico to stabilize its grid, and to ensure that Puerto Rico is able to meet the increasing capacity demands of its citizens. Indeed, as the only fully-compliant proponent that was not recommended for reasons that still are unexplained, Gothams is heartened by 3PPO’s and P3’s assurances that the RFP process remains ongoing and remains convinced that its proposal is the best alternative for Puerto Rico and its people, among other reasons, because:

- (1) it uses clean, environmentally friendly natural gas as its fuel source;
- (2) it is backed by reputable and financially solid proponents that have no ethical, economic or other restrictions or conflicts of interests;
- (3) it is a cost-effective, fully integrated solution that is scalable to any maximum requirement and can satisfy the full scope of Puerto Rico’s emergency temporary power generation needs;
- (4) contrary to public statements, it provides a safe solution proven around the world, including in regions that, like Puerto Rico, are regularly threatened by substantial natural phenomena, including hurricanes and similar storms; and
- (5) it can be deployed in a short time span that meets Puerto Rico’s urgent needs.

As was the case with all its prior communications, this letter is without prejudice to any other rights or remedies available to Gothams under the RFP, applicable law, or otherwise, including without limitation Gothams’ right to submit a fully substantiated supplemental dispute and request for reconsideration once it receives the information and documents requested in its May 12 and May 15, 2025, letters.

We look forward to hearing from you and to engage in negotiations promptly.

Respectfully submitted,

Gunnar Michelsen
Director of Special Projects
Gothams Energy LLC
gunnar@gothams.com
(858) 774-1679



6/16/25

To all Proponents:

We extend our appreciation to all participants in the competitive procurement process for the Temporary Emergency Generation Request for Proposals (RFP 3PPO-0314-20-TPG). A total of seven (7) proposals were received from the following entities named in alphabetical order:

1. Distributed Power Solutions
2. E2 Companies LLC
3. Gotham Power
4. Impulsadora de Proyectos Energéticos
5. Javelin Infrastructure Partners
6. New Fortress Energy, LLC
7. Power Expectations, LLC

Please note that although the original Notice to Recommended Proponents indicated that the formal Award Letter would be issued only upon execution of the contract—at which point the reconsideration period would commence—this notification is now being issued prior to contract signature, in response to PREPA's request to facilitate submission to the Board of Directors.

Following the evaluation process—including a review of mandatory compliance requirements, technical and financial criteria, and subsequent negotiations—the Third-Party Procurement Office (3PPO), on behalf of PREPA, has completed the award determination.

Accordingly, the award for RFP 3PPO-0314-20-TPG is granted exclusively to Power Expectations, LLC for the provision of up to 800 MW of temporary emergency generation capacity.

As outlined in Section 22 of the RFP, and in order to ensure continued progress in the procurement process, any proponent adversely affected by a decision made during the

selection process may submit a request for reconsideration in accordance with the instructions provided in that section. The reconsideration period begins on the date of this notification. All requests must be submitted within five (5) calendar days from the date of this notification. Late submissions will not be considered.

We appreciate your participation and remain available to address any questions regarding this process.

Sincerely,

3PPO



June 21, 2025¹

Third-Party Procurement Office (3PPO)
c/o Genera PR LLC
PowerAdvocate® Platform – RFP 3PPO-0314-20-TPG

Subject: Technical Proposal Submission – Emergency Temporary Power Generation (RFP 3PPO-0314-20-TPG) (the “RFP”)

SUPPLEMENTAL FORMAL DISPUTE AND REQUEST FOR RECONSIDERATION²

To Whom It May Concern,

Reference is made to a certain communication posted to the PowerAdvocate platform on June 16, 2025, notifying “all Proponents”, *inter alia*, that “the award for RFP 3PPO-0314-20-TPG is granted exclusively to Power Expectations, LLC for the provision of up to 800 MW of temporary emergency generation capacity” (the “Notice of Award”). Gothams Energy LLC (“Gothams”) formally submits this supplemental dispute and request for reconsideration regarding the award of a contract to Power Expectations, LLC (“Power Expectations”) and the 3PPO’s decision to exclude Gothams from the negotiations and contracting phases of the RFP process, and requests reconsideration pursuant to Section 20 of the RFP, Section XI of Genera’s Procurement Manual, and applicable law.

I. Background

To offer a cost-effective, clean, safe, and quickly deployable solution for Puerto Rico’s emergency power generation needs, Gothams partnered with Karpowership, a global energy group focusing on energy transition with over 25 years of experience in pioneering energy solutions that builds, owns, and operates the world’s only *powership* (a floating power plant) fleet, generating power on

¹ Purportedly citing to Section 20 of the RFP, the Notice of Award directs that disputes and requests for reconsideration must be filed within 5 calendar days of that Notice. Section 20 of the RFP, however, refers to 5 business days. Gothams submits this dispute and request for reconsideration within the 5-calendar day window out of an abundance of caution despite the 3PPO’s clear and unexplained departure from the procedures set forth in Section 20 of the RFP.

² On May 15, 2025, Gothams submitted a challenge and request for reconsideration in an abundance of caution given the 3PPO’s confusing and contradictory application of its own processes in this RFP. Gothams hereby incorporates by reference all arguments and requests made in the May 15 challenge and request for reconsideration as if fully set forth herein.

four continents with over 7,000 MW of installed capacity. Together, Gothams and Karpowership offer Puerto Rico unparalleled expertise in floating infrastructures, renewables, power plants, and emergency response, preparedness, and power generation.

On April 25, 2025, Gothams submitted a proposal in response to RFP 3PPO-0314-20-TPG, offering a turnkey solution to the energy crisis currently facing Puerto Rico, which is likely to worsen during the summer months and the upcoming hurricane season. Gothams' proposed solution would:

- (1) use clean, environmentally friendly natural gas as its fuel source;
- (2) be backed by reputable and financially solid proponents that have no ethical, economic, or other restrictions or conflicts of interests;
- (3) be a cost-effective, fully integrated solution that is scalable to any maximum requirement and can satisfy the full scope of Puerto Rico's emergency temporary power generation needs;
- (4) provide a safe solution proven around the world, including in regions that, like Puerto Rico, are regularly threatened by substantial natural phenomena, including hurricanes and similar storms (including Dominican Republic, Guyana, New Caledonia, and Indonesia); and
- (5) be deployed in a short time span that meets Puerto Rico's urgent needs.

II. Irregularities and Inconsistencies in the RFP Process

The RFP process has been plagued by irregularities, inconsistencies, and blatant violations of Gothams' rights under the RFP, applicable laws, and the Constitution of the Commonwealth of Puerto Rico. The 3PPO's lack of transparency and responsiveness, coupled with its failure to cogently follow its own RFP procedures, has impaired Gothams' right to transparency and due process and requires reconsideration of the Notice of Award and the decision to exclude Gothams from the negotiation and contracting phases of the RFP process.

Five days after receiving Gothams' proposal, on April 30, 2025, the 3PPO requested a best and final offer ("BAFO") from Gothams, which Gothams submitted that same day. The request for the BAFO, however, provided no technical feedback, cost negotiation guidance, or any insight into strengths, deficiencies, or areas to improve in Gothams' proposal. Genera's Procurement Manual (RFP Attachment G) allows and even expects that under Formal Procurement Methods like the RFP for contracts above the Simplified Acquisition Threshold (currently \$250,000), Genera may conduct discussions and may request best and final offers from a competitive range of offerors after initial evaluation of proposals.³ That 3PPO requested the BAFO from Gothams confirms that Gothams' proposal fell within the competitive range. Gothams, however, was never given the opportunity to conduct formal discussions and negotiations in connection with its proposal and

³ Genera Procurement Manual, pg. 12.

BAFO. P3 and 3PPO instead chose, without any explanation or justification, to exclude Gothams from those discussions and engage only with two “recommended” proponents. This clearly non-transparent and arbitrary exclusion violates basic notions of fundamental fairness. In FEMA-funded procurements, failure to conduct discussions where, as here, they would materially enhance the government's understanding of value, readiness and potentially offer the best value solution is problematic under 2 C.F.R. § 200.319.

On May 10, before the 3PPO issued any formal notification regarding the selection process, Mr. Osvaldo Carlo, president of Regulatory Compliance Services Corp., the company designated by the P3 to operate as the 3PPO and run the bidding process, told the Puerto Rico media that the 3PPO had decided to reject solutions using barges like Gothams’ because they would be “too complicated”.⁴ Mr. Carlo stated that the specter of those “complications” had surfaced during conversations with federal agencies, including the United States Coast Guard.⁵ At no point prior to the Notice of Award has the 3PPO (or any state or federal agency) communicated any of these supposed “complications” to Gothams or sought to discuss how they could be overcome, assuming they exist at all. Indeed, any such “complications” are illusory and nonexistent, as Gothams has confirmed through discussions at the highest levels of the federal government, including meetings with high-level Coast Guard officials. Those meetings have increased Gothams’ confidence that its solution would comply with all applicable Coast Guard regulations and procedures. P3’s and 3PPO’s refusal to allow Gothams an opportunity to address the supposed “complications” related to the Coast Guard despite apparently relying on those allegations to exclude Gothams from the negotiations and contracting phases of the RFP was arbitrary, non-transparent and violated basic notions of fundamental fairness and Gothams’ rights.

Similarly, individuals associated with the RFP process have been quoted in the local press making baseless suggestions that Gothams’ solution could not withstand a hurricane. These statements are factually incorrect and reveal, at best, a fundamental misunderstanding of Gothams’ proposal and business model and, at worst, a deliberate attempt to sandbag Gothams’ proposal without giving it full and fair consideration. The vessels that would be used under Gothams’ proposal are built to withstand up to Category 4 hurricanes and, in the event of a Category 5 storm, would be safely repositioned and redeployed, providing the government with flexibility, resilience, and grid hedging during extreme events. Like the alleged “complications” supposedly raised by the Coast Guard, these concerns were never brought to Gothams for clarification and instead were fed to reporters without any basis in fact before the 3PPO had made any formal pronouncement on the entities it intended to recommend for negotiations. Again, the P3’s and 3PPO’s refusal to allow Gothams an opportunity to address these allegations directly despite apparently relying on them to exclude Gothams from the negotiations and contracting phases of the RFP was arbitrary, non-transparent and violated basic notions of fundamental fairness and Gothams’ rights.

⁴ https://www.elvocero.com/gobierno/agencias/descartan-traer-barcazas-con-energ-a-temporera-a-la-isla/article_0c320b8c-5f15-45fe-bb56-baab15cb8a6b.html (last accessed 6/18/2025).

⁵ See, <https://www.elnuevodia.com/noticias/locales/notas/descartadas-las-barcazas-gobierno-recurrira-a-generadores-terrestres-para-intentar-mitigar-relevos-de-carga-en-verano/> (last accessed 6/18/2025); see also, https://www.elvocero.com/gobierno/apenas-dos-empresas-cualificadas-para-proveer-generaci-n-de-emergencia/article_f77d3f90-10fa-4941-9a24-89df2034f84d.html (last accessed 6/18/2025).

On May 10, 2025, Gothams received a communication titled “*Notification of Recommended Proponents*” (the “Recommendation Notification”), which informed Gothams that its proposal had been evaluated but not recommended for award **even though it fully complied with all qualifying requirements**. The Notification gave no explanation as to why Gothams was not being recommended for award, nor did it provide any information that would have allowed Gothams to ascertain and evaluate the grounds on which its proposal was rejected while those submitted by Javelin Global Commodities and Power Expectations LLC (the “Recommended Entities”) were recommended for award. Convinced of the superiority of its proposal and capabilities, and in exercise of its rights to transparency and due process, Gothams wrote to the 3PPO the day it received the Recommendation Notification asking for a debrief. It received no response to its communication. Gothams wrote again to the 3PPO on May 12, May 15 asking for an explanation for the 3PPO’s decision to not recommend its proposal and for specific information and documents supporting that decision. Gothams also formally challenged and sought reconsideration of its exclusion through its May 15 communication. Again, the 3PPO and P3 failed to respond, save for a generic letter on May, 20, 2025, entitled “Clarification Regarding the Status of 3PPO-0314-20-TPG”, in which the 3PPO purported to “clarify the current status of the Request for Proposals process referenced as 3PPO-0314-20TPG (RFP)” (the “Clarification Letter”) but did not address any of the questions or provide any of the information that Gothams requested. Gothams replied to the Clarification Letter that same day and asked yet again for an opportunity to engage in contract negotiations. Once again, however, the 3PPO and P3 ignored Gothams’ correspondence.

As of the date of this submission, Gothams has not received a response to its May 10 debrief request, to its May 12 letter, its May 15 challenge and request for reconsideration, its May 20 communication, or any of its information and document requests, all in clear violation of Article 7 of the Transparency and Expedited Proceeding for Access to Public Information Act, Act 141 of August 1, 2019 (“Act 141-2019”). The information that Gothams repeatedly requested through its letters and was denied access to was and remains necessary and essential for Gothams to exercise its rights under the RFP and applicable law, including with respect to submitting a fully substantiated formal dispute and request for reconsideration and to pursue any other remedy available to it under applicable law. The P3’s and 3PPO’s persistent refusal to provide the information and documents requested violates Gothams’ rights to information, transparency, and due process under Act 29-2009, Act 141-2019, other applicable laws, and the Constitution of the Commonwealth of Puerto Rico.

Adding insult to injury, on June 4, 2025, local online periodical Noticel published a purported opinion piece signed by Lisoannette González Ruiz, which made salacious, misleading, false, and defamatory claims regarding Gotham’s partner Karpowership.⁶ Upon information and belief, Ms.

⁶ <https://www.noticel.com/opiniones/20250604/ppd-naufraga-con-tema-de-las-barcazas-energeticas/> (last accessed 6/18/2025). Without citing a single source, the “hit piece” falsely alleged that Karpowership “has been embroiled in multiple corruption scandals worldwide” and that “allegations indicated that Karpowership had spent large sums on lobbying to obtain contracts without due competition”, in South Africa, Ghana and the Philippines. These statements are entirely unfounded, grossly misleading and irresponsible. Karpowership has never been accused or indicted by any South African, Ghanaian, or Philippine authority for corruption. The author’s failure to cite a single source in support of these irresponsible allegations is evidence of their frivolous nature. Indeed, Karpowership has never even operated a single project in the Philippines, underscoring the baseless nature of the information reflected

Gonzalez Ruiz, a former political appointee, may be associated with at least two lobbying firms involved with one or more proponents in the RFP process, including Power Expectations. Ms. Gonzalez Ruiz's false and defamatory "hit piece" specifically referred to Gothams' partner, Karpowership, as being involved in the RFP process. Concerningly, Karpowership's involvement in the RFP process as Gothams' partner was not a matter of public knowledge, raising serious questions about how the P3 and 3PPO allowed individuals not employed by or associated with either entity to have access to information shared only in the context of the RFP process. This, in turn, raises equally serious concerns regarding the fairness, impartiality, and transparency of the RFP process.

On June 9, 2025, a full week before the 3PPO and P3 posted the Notice of Award, Mr. Josué Colón, Puerto Rico's "Energy Zar" and head of the P3, told local media outlets that the P3 had "achieved the signature of two contracts for a total of 800 megawatts, and the price was just over 24 cents (per kilowatt-hour), which is good news, excellent news for the people of Puerto Rico."⁷ Mr. Colón later clarified that the P3 had in fact signed only one contract for the temporary generation of the full 800MW with a company by the name of Power Expectations, LLC. As noted above, this was not the first time that officials directly linked with and responsible for the transparent and fair conduct of the RFP process shared information with the media

On June 13, 2025, the 3PPO posted a document to the PowerAdvocate platform entitled "Notification of Award – Temporary Emergency Generation RFP" in which, *inter alia*, it communicated that "Gotham Power" was "not recommended" for award and that "Gothams LLC" was "disqualified" from the RFP process for unstated reasons. "Gotham Power" does not exist and did not submit a proposal under the RFP. The June 13 communication was the first and only time that the 3PPO communicated that Gothams LLC, which did not present a proposal directly but through its subsidiary Gothams Energy, LLC, had been "disqualified". The 3PPO's inability to name the correct Gothams entities that submitted proposals under the RFP reflects a broader concern that Gothams' proposal may not have been reviewed with the care or accuracy it deserved. But the irregularities surrounding the June 13 document did not end there. The document also stated that it was "being issued prior to contract signature" and did not name the entity or entities that had been selected for contracting. This directly contradicted the public statements that Josue

in the article. Furthermore, the article claimed (again without citation to a single source or fact) that the operation of floating plants "poses serious environmental problems that negatively impact marine life and coastal ecosystems". This is grossly incorrect. Karpowership's vessels are purposefully designed to minimize the environmental impact of power production. They are compact, efficient, and well insulated with vibration dampers to manage potential environmental factors. Floating plants also leave no environmental footprint once decommissioned, unlike land-based power plants. The article conveniently overlooked these pertinent points, relying instead on defamatory and conclusory statements with no basis in fact. Indeed, Karpowership's energy solutions are cleaner and more environmentally friendly than solutions that rely on bunker fuel and diesel for generation. And what is more, despite that it has had operations in over 17 countries, Karpowership has never been accused or indicted by any authority of environmental malfeasance or damage.

⁷ https://www.elvocero.com/gobierno/dos-empresas-proveer-n-energ-a-temporera/article_8db217f5-a2de-4b99-a2f8-34d6019ae84f.html (last accessed, June 18, 2025).

Colon had made to the media four days prior, when he announced that a contract had been finalized and signed with one entity, Power Expectations.

Three days later, on June 16, 2025, the 3PPO posted the Notice of Award to the PowerAdvocate platform. Neither the June 13 errant communication nor the June 16 Notice of Award provided Gothams any information or explanation regarding the P3's and 3PPO's decisions to exclude Gothams from the negotiations and contracting phases of the RFP or their decision to contract with Power Expectations.

III. There Are Serious Questions Regarding the Selected Proponent's Qualifications, Experience, Capabilities, Resources, and Ability to Deliver Under the RFP

Based on Gothams' review of publicly available information, it appears that Power Expectations lacks the requisite qualifications, experience, capabilities, resources, and ability to generate any meaningful amount of electricity, much less at the scale that Puerto Rico needs, a fact that some media outlets have reported on.⁸ Most concerning, despite thorough research efforts, Gothams has been unable to uncover a single power generation project of the scale contemplated by the RFP completed (or even attempted) by Power Expectations. Indeed, it appears that Power Expectations has never installed and delivered power at the requested scale.

Power Expectation's own website does nothing to disperse these clear indicia of inadequacy and lack of experience. The website, which appears to have been created in 2025, does not list or include information about a single generation project of any kind, much less of the scope and complexity contemplated by the RFP.⁹ While it contains impressive pictures of nuclear power plants, Power Expectations' website evinces a complete lack of substance and does not provide any way to gauge the company's qualifications, experience, capabilities, resources, or ability to deliver on the project contemplated by the RFP. Indeed, public records suggest that Power Expectations is little more than a small family-owned and run company with no meaningful experience in emergency power generation at the scale required by the RFP.¹⁰

Even a cursory analysis of publicly available information about Power Expectations' chief executive officer, Mr. Eddie Echevarria, only deepens the concerns regarding the company's

⁸ <https://www.elnuevodia.com/noticias/locales/notas/quienes-son-las-empresas-que-proveerian-generacion-temporal-al-sistema-conoce-el-perfil-de-las-companias-preseleccionadas/> (last accessed 6/18/2025).

⁹ <https://powerexpectations.com/> (last accessed 6/18/2025)

¹⁰

<https://search.sunbiz.org/Inquiry/corporationsearch/SearchResultDetail?inquirytype=EntityName&directi onType=ForwardList&searchNameOrder=POWEREXPECTATIONS%20P110000438780&aggregateId =domp-p11000043878-96034f66-e341-413e-976c-8f148b2c36bf&searchTerm=POWERFADERS%2C%20LLC&listNameOrder=POWERERP%20L09000 0929660>

inability to deliver under the RFP. According to his LinkedIn page,¹¹ Mr. Echevarria holds a bachelor's degree in marketing from Baruch College, although he does not list the years when he attended and graduated. His profile lists no formal education or experience in fields relevant to the RFP. In fact, Mr. Echevarria lists 21 skills on his LinkedIn page including "Customer Acquisition", "Inside Sales", "New Opportunities", "Business Analysis", and Analytical Skills, not a single one of which has anything to do with power generation, much less at the scale contemplated by the RFP. Mr. Echevarria touts himself as an "[a]ccomplished and visionary leader with years of experience in the energy sector" who "has successfully led several companies through various challenges and opportunities in the ever-evolving energy landscape and has a proven track record of driving growth, optimizing operational efficiency and delivering sustainable results." These bare assertions devoid of specificity are the closest thing to statements on Mr. Echevarria's supposed experience with power generation to be found on his profile. And while Mr. Echevarria's profile contains pictures of electric projects, they are clearly nowhere near the nature and scale of the 800MW project Power Expectations secured through the RFP. Along with his role as CEO of Power Expectations, Mr. Echevarria also notes that he is the founder of My Florida Generator, which appears to be a small-scale electrical contractor and distributor of small, residential backup generators in Florida,¹² of Cook Electric, Inc., a "[f]amily [o]wned electric company based in South Florida [...] serving residential, commercial, and industrial clients",¹³ and of East Coast Management XXL Corp, an entity with no identifiable online presence and unknown line of business.¹⁴

In sum, it appears that Power Expectations lacks any demonstrable experience delivering temporary power at any meaningful scale, much less at the scale required by the RFP and does not own any known generation equipment or sources of fuel. Instead, Power Expectations appears to have waited until it entered into a contract with P3 and Genera to then procure ways to implement its proposal. In fact, Power Expectations even reached out to Gothams' partner Karpowership to purchase the fuel it would need to comply with its contract from them.

The selection of an entity with no proven assets, no demonstrated capacity, and no independently verified generation equipment raises serious questions regarding the reliability, fairness, transparency, independence, and effectiveness of the RFP process and, more important, poses a serious risk to the energy security of Puerto Rico.

¹¹ https://www.linkedin.com/in/eddie-echevarria-67998418a?utm_source=share&utm_campaign=share_via&utm_content=profile&utm_medium=ios_app (last accessed 6/18/2025)

¹² <https://myfloridagenerator.com/> (last accessed 6/18/2025).

¹³ <https://cookelectricinc.com> (last accessed 6/18/2025).

¹⁴

<https://search.sunbiz.org/Inquiry/corporationsearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=EASTCOASTMANAGEMENTXXL%20P200000539480&aggregateId=domp-p20000053948-bc402dc8-2d3f-4c8c-b619-eb43b69ba0a3&searchTerm=EAST%20COAST%20MANAGEMENT%20XXL%20CORP&listNameOrder=EASTCOASTMANAGEMENTXXL%20P200000539480> (last accessed 6/18/2025).

IV. Reports of PREPA's Approval of Power Expectations' Contract Raise Additional, Even More Serious Questions About the Transparency and Legitimacy of the RFP Process

Although not formally notified by the P3 or 3PPO, Gothams understands that the Board of Directors of the Puerto Rico Electric Power Authority ("PREPA") apparently held an extraordinary meeting on June 19, 2025, to consider Power Expectations' contract arising from the RFP and approved it unanimously for a term of two years, extendable for one additional year. Additionally, Gothams learned for the first time that, despite not being listed as a proponent in any of the 3PPO's communications regarding the RFP process, an entity by the name of Energiza¹⁵ apparently would be managing and executing the 800MW generation project subject of the RFP along with Power Expectations. Finally, Gothams has learned that the project would use "modular machines" of unspecified capacity and specifications to generate power and that its "first phase" would begin in 60 days. If this information is correct, it raises additional concerns and irregularities that would justify the remedies sought in this formal dispute for at least three reasons.

First, that Gothams learned of this information from sources other than the P3 and 3PPO is further evidence of the opacity that has characterized the entire RFP process.

Second, the involvement in the RFP process of a previously unidentified entity, Energiza, again highlights the lack of transparency and raises the specter of a potentially crippling conflict of interest, as Energiza's fuel supplier is none other than New Fortress Energy¹⁶, Genera's corporate parent.¹⁷

And *third*, a contract under which even the first phase (whatever that may be) of the offered solution will not be operational for another 60 days (i.e. into September, 2025) would be entirely inconsistent with, and frustrate one of the principal motivating factors and evaluation criteria of, the RFP. Specifically, the RFP made clear that deployment time would be "a critical factor" in selecting proponents.¹⁸ Indeed, the RFP specified in no fewer than five separate instances that proposals had to contemplate and prove the proponents' ability to have a fully operational solution deployed and interconnected by June 1, 2025. Gothams' proposal did just that and would have been fully deployed and interconnected by the June 1 RFP deadline. Indeed, even today, Gothams

¹⁵ While Energiza reportedly won a bidding process to design, develop, finance, construct, install, operate, and maintain a new 478MW power plant in San Juan with a projected start-up date of June 30, 2028, that plant would be completely irrelevant to near-term the emergency generation project contemplated by the RFP and it is unclear what role Energiza would have in the management and execution of Power Expectations' contract pursuant to the RFP.

¹⁶ <https://ir.newfortressenergy.com/news-releases/news-release-details/new-fortress-energy-signs-gas-supply-agreement-energiza-puerto> (last accessed June 19, 2025).

¹⁷ Even Governor Gonzalez Colon made clear that allowing Genera to benefit its corporate parent through the RFP would present serious conflicts of interest. *See, e.g.*, <https://www.metro.pr/noticias/2025/05/21/gobernadora-a-new-fortress-y-genera-pr-que-se-quejen-todo-lo-que-quieran/> (last accessed June 19, 2025). Energiza's potential role in Power Expectations' contract would have precisely that effect, albeit partially hidden from public view.

¹⁸ RFP section 4, pg. 9 ("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.")

would be able to deploy and interconnect its solution in no more than 30 days (and likely sooner). The June 1 deadline set in the RFP was not random or unimportant. June 1 marks the beginning of the Atlantic hurricane season, which in Puerto Rico coincides with the hotter than usual summer months. The hurricane and summer seasons are the most critical and fraught for the island from an electricity standpoint, as power consumption is at its apex and generation and transmission assets are at higher risk of being severely compromised by extreme weather events. Seen in this light, the P3's, 3PPO's, and PREPA's decision to move forward with Power Expectations is puzzling and profoundly suspicious.

The P3's, 3PPO's, and PREPA's nontransparent decision to execute and approve a contract with a proponent that may be associated with an entity that might raise insurmountable conflicts of interest and that will deliver three months *after* the deadline set in the RFP (and even then only partially) when a fully qualified proponent that complied with all RFP requirements was able to deliver by the deadline is unjustifiable, arbitrary and capricious, and requires reconsideration of Gothams' exclusion from the negotiations and contracting phases of the RFP process and of the contract awarded to Power Expectations.

V. Grounds for Dispute and Request for Reconsideration

Despite not having any insight into or information regarding the bases for the 3PPO's and P3's decision to exclude Gothams from the negotiation and contracting stages of the RFP despite its full compliance with all RFP requirements, or for executing a contract with Power Expectations, Gothams submits this dispute to formally register its disagreement with the Notice of Award and its exclusion from the negotiations and contracting phases of the RFP, and to fully preserve its rights under the RFP and applicable law. Gothams, therefore, is severely hampered in its ability to analyze and formulate grounds on which to dispute and request reconsideration and thus raises the following grounds, without limitation, to dispute and seek reconsideration of the Adverse Decision without prejudice or limitation:

- (1) P3's and 3PPO's refusal to conduct discussions and negotiations with Gothams, a fully qualified proponent whose proposal fell within the competitive range and fully complied with all requirements of the RFP.
- (2) P3's and 3PPO's failure to abide by the rules, regulations, and procedures applicable to the RFP and their inconsistent and incoherent application of those rules, regulations, and procedures.
- (3) P3's and 3PPO's failure to conduct the RFP process with the transparency required by the RFP, Act 29 of June 8, 2009, as amended, Act 83 of May 2, 1941, as amended, Act 120 of June 21, 2018, as amended, Act 141-209, as amended, General's Procurement Manual, and other applicable laws and regulations, and the Constitution of the Commonwealth of Puerto Rico.
- (4) P3's and 3PPO's refusal to allow Gothams an opportunity to address the allegations made by individuals associated with the P3 and 3PPO regarding the proposal's technical merits, hurricane resilience, and compliance with U.S. Coast Guard regulations and

procedures despite apparently relying on those allegations to exclude Gothams from the negotiations and contracting phases of the RFP.

(5) P3's and 3PPO's refusal and failure to answer questions from, and provide information to, Gothams despite repeated requests in writing, in violation of Act 141-2019 and other applicable laws and regulations and the Constitution of the Commonwealth of Puerto Rico.

(6) The access by persons not involved in the RFP or employed by the P3 or 3PPO to nonpublic information provided within the RFP process, including the identity of Gothams' partner, Karpowership, which was used to attack Karpowership in an attempt to influence the RFP process to Gothams' detriment.

(7) P3's and 3PPO's public dissemination of inaccurate and misleading information concerning or affecting Gothams' proposal through the news media.

(8) P3's and 3PPO's use of the news media to disseminate information regarding the RFP process before making Gothams, a fully qualified proponent whose proposal complied with all requirements of the RFP, aware of the information through the channels and mechanisms provided for in the RFP.

(9) P3's and 3PPO's selection of Power Expectations, a plainly unqualified candidate that appears incapable of delivering as required under the RFP while completely excluding Gothams, a fully qualified and experienced proponent with the proven ability to generate the 800MW of power required by the RFP reliably, cleanly, and cost-efficiently.

(10) P3's, 3PPO's, and PREPA's apparent opaque approval of Power Expectations' contract that may involve Energiza, an entity previously unidentified in the context of the RFP process and that may present serious conflicts of interests, and that apparently contemplates deployment of only a single phase of Power Expectations' proposed solution more than 90 days after the deadline for full operational readiness established in the RFP.

These grounds are supported by the facts and arguments set forth in the preceding sections. Individually and taken together, they require that the 3PPO's decision to exclude Gothams from the negotiation and contracting phases of the RFP process and the award to Power Expectations be reconsidered to fully comply with and respect the requirements and strictures of the RFP, applicable law, and Gothams' due process rights. Again, these grounds are based on the limited information currently available to Gothams, and raised without prejudice to subsequent submissions that Gothams may file under the RFP or applicable law.

VI. Request for Information and Documents

Pursuant to Articles 3 and 15 of the RFP, Article 9(g)(vi) and 9(j) of Act 29-2009, the provisions of Act 141-2109, and applicable case law of the Puerto Rico Supreme Court, Gothams formally requests that the 3PPO and P3 provide it, within 10 business days, with all documents and materials in 3PPO's and/or P3's possession, custody, or control related to the 3PPO's and/or P3's evaluation

of the proposals submitted by Power Expectations, LLC and Gothams including, without limitation, the full executed contract with Power Expectations LLC, along with all evaluation records, scoring rubrics, reviewer notes, and communication logs related to 3PPO's and P3's proposal recommendation, selection, and contract negotiations. At minimum and without limitation, the materials provided must include the following:

- (1) A complete copy of any contracts entered into by 3PPO, P3, Genera, PREPA, and/o or any other corporation, agency, or instrumentality of the Government of Puerto Rico as a result of the RFP, including without limitation the contract that Mr. Josue Colon announced on June 12, 2025 had been signed with Power Expectations, LLC.
- (2) Evidence that all contracts resulting from the RFP, including without limitation the contract signed with Power Expectations, possessed at the time of its proposal and currently possesses "all required Federal and Government licensing necessary for the execution of this project" as required by section 3 of the RFP (at pg. 7).
- (3) Evidence that all contracts resulting from the RFP, including without limitation the contract signed with Power Expectations, complies "with applicable federal terms and conditions governing the use" of federal funds, including "adherence to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as set forth in 2 C.F.R. Part 200, as well as any other applicable federal regulations", as required by section 3 of the RFP (at pg. 7).
- (4) Evidence substantiating that Power Expectations was at the time of its proposal and is presently "capable of delivering a turnkey emergency power generation solution through a temporary interconnection" as required by section 3 of the RFP (at pg. 7).
- (5) Evidence substantiating that Power Expectations' proposed solution was at the time of its proposal and is presently "resilient to adverse weather conditions and extreme climate events", including without limitation evidence of "the expected downtime, if any, in the event of a hurricane or other critical incident", as required by section 4 of the RFP (at pg. 7-8).
- (6) A complete copy of the "complete interconnection plan, detailing solutions for integrating the power generation system into the existing transmission infrastructure" that Power Expectations submitted with its proposal, along with all supporting materials, modifications, and amendments submitted with or at any time after the proposal, if any, as required by section 4 of the RFP (at pg. 8).
- (7) A complete copy of the full pricing analysis based on a price per kWh that Power Expectations submitted with its proposal, along with all supporting materials, modifications, and amendments submitted with or at any time after the proposal, if any, as required by section 4 of the RFP (at pg. 8).
- (8) A complete copy of the "detailed list of equipment and materials to be used for interconnection with their cost", including all details of the "components required to ensure

proper integration with the existing transmission system”, that Power Expectations submitted with its proposal, along with all supporting materials, modifications, and amendments submitted with or at any time after the proposal, if any, as required by section 4 of the RFP (at pg. 8).

- (9) A complete copy of the “detailed schedule [...] ensuring that the project achieves full commercial operation no later than June 1, 2025” that Power Expectations submitted with its proposal, along with all supporting materials, modifications, and amendments submitted with or at any time after the proposal, if any, as required by section 4 of the RFP (at pg. 8).
- (10) A complete copy of the “detailed and realistic project schedule that demonstrates the [Power Expectation’s] ability to complete the scope of work within the timeline established in [the] RFP” that Power Expectations submitted with its proposal, along with all supporting materials, modifications, and amendments submitted with or at any time after the proposal, if any, as required by section 4 of the RFP (at pg. 9).
- (11) A complete copy of the “detailed mobilization and power generation supply schedule” detailing “all activities leading to full operational readiness by June 1, 2025”, including without limitation “logistics planning, transportation, and delivery timelines, on-site setup, equipment testing, and commissioning”, that Power Expectations submitted with its proposal, along with all supporting materials, modifications, and amendments submitted with or at any time after the proposal, if any, as required by section 5 of the RFP (at pg. 10).
- (12) Complete copies of all “Mandatory Required Documents” that Power Expectations submitted with its proposal as required by section 7 of the RFP (at pg. 10).
- (13) All materials and work product considered, used, and generated by each Committee member in reviewing and evaluating the proposals submitted by Power Expectations and Gothams Energy, including without limitation each Committee member’s scoring of the proposals the application of the weighting criteria, in accordance with section 9 of the RFP (at pg. 12).
- (14) All materials and work product considered, used, and generated by the Evaluation Panel of Subject Matter Experts to review and evaluate the proposals submitted by Power Expectations and Gothams in accordance with section 9 of the RFP (at pg. 12).
- (15) Any follow-up questions or clarifications requested by or from Power Expectations during the RFP process, along with all answers provided.
- (16) The results of any due diligence conducted to confirm that Power Expectations is capable of reliably delivering on the scope of the contract. If no such due diligence was conducted, confirmation of that fact.

- (17) The results of any due diligence conducted to ensure that Power Expectations is not, and never has been, affiliated with restricted parties. If no such due diligence was conducted, confirmation of that fact.
- (18) The results of any due diligence conducted to ensure that neither Power Expectations nor any member of its team, including its directors, officers, employees, consultants, agents, advisers, or representatives engaged or participated in any way or in any type of political or other lobbying in connection with the RFP, as proscribed by section 17 of the RFP (at pg. 21). If no such due diligence was conducted, confirmation of that fact.
- (19) All communications between 3PPO, P3, PREPA, or Genera and any officer, director, employee, consultant, agent, adviser, representative, contractor, attorney, or lobbyist of Power Expectations, or any other person associated with Power Expectations, during the RFP process.

To the extent the 3PPO or P3 claims that any information or document requested herein is protected by confidentiality or privilege, it should not withhold production of the information or document, but instead may redact the allegedly privileged or confidential information. Redactions must be strictly limited to the extent necessary to protect the alleged confidentiality or privilege. Redactions should specify the confidentiality grounds or privilege on which they are based. To the extent 3PPO or P3 withholds any document in its entirety, it should provide a list of the documents withheld along with a description of the nature of the documents, communications, or information withheld in a manner that will enable Gothams to assess the claim of confidentiality or privilege.

Gothams reiterates its request, pursuant to Article 7 of Act 141-2019, that the information and documents requested herein be provided within 10 business days of the date of this communication. Gothams reserves all rights and waives none in this regard, including its right to proceed as provided in Article 9 of Act 141 of 2019.

VII. Requested Remedies

In light of the foregoing, Gothams respectfully requests that the 3PPO and P3:

- (1) Reconsider the decision to exclude Gothams from the negotiation and contracting phases of the RFP;
- (2) Reconsider the decision to enter into a contract with Power Expectations for the provision of the full 800MW of electricity contemplated by the RFP;
- (3) To the extent the contract with Power Expectations has not been finalized, stay any remaining steps in the contracting process and refrain from finalizing the contract until this Dispute and Request for Reconsideration is fully and finally resolved;
- (4) Provide all the requested information and documents requested in section V, *supra*, within 10 business days of the date of this communication as required by Law 141-2019;

- (5) Order an immediate and impartial third-party audit of Power Expectations LLC conducted by a technically competent entity, to validate Power Expectations' compliance with all RFP requirements and, at minimum but without limitation, the following:
 - a. The physical location of all proposed generation equipment
 - b. Ownership or contractual control of said equipment
 - c. Fuel supply arrangements, including the quantity, source, and delivery mechanisms
 - d. Verified deployment timelines, with site readiness and interconnection benchmarks.
- (6) Meaningfully and directly engage with Gothams in contract negotiations. To this end, Gothams is prepared to revise its pricing proposal to meet the P3's, PREPA's, and the Commonwealth's cost objectives and can make itself available for those discussions within a matter of days.

VIII. Information required by Section 20 of the RFP

- (1) The title and number of the solicitation under which the request reconsideration is made:

Emergency Temporary Power Generation (RFP 3PPO-0314-20-TPG)

- (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:

Gunnar Michelsen
Director of Special Projects
Gothams Energy LLC
gunnar@gothams.com
(858) 774-1679

- (3) A detailed description of the specific grounds for the request and all supporting documentation:

See Sections II-V, supra.

- (4) The specific ruling or relief requested:

See Section VI, supra.

IX. Conclusion and Reservation of Rights

Gothams proposed a solution that complied fully with all requirements of the RFP and could deliver large-scale power two weeks ago. Every day that power remains unavailable - despite the availability of ready-to-deploy assets - represents a policy failure with real human consequences. This is not a theoretical or speculative problem. In April, over 1.4 million customers lost power

during an island-wide blackout. In recent weeks, tens of thousands have faced selective and recurring outages, impacting daily life, healthcare systems, and businesses. Since June 1, Puerto Rico has continued to face rolling and scheduled power outages across numerous municipalities, including Cidra, Yauco, Ponce, Hatillo, Guaynabo, Arecibo, Dorado, Guayama, and Moca. Reports from local media confirm that these blackouts—both planned and reactive—are part of ongoing generation shortages, grid fragility, and maintenance struggles.¹⁹

The P3's and 3PPO's decision to rely on an unproven and incapable vendor like Power Expectations, without procedural and substantive fairness or transparency, only prolongs public suffering and casts serious doubt over the RFP. Only reconsideration of 3PPO's and P3's decision to exclude Gothams from the negotiation and contracting phases of the RFP and of the P3's and 3PPO's decision to contract with Power Expectations can mitigate these doubts and risks.

This dispute and request for reconsideration is made without prejudice to any other arguments, rights, or remedies available to our client under the RFP, applicable law, or otherwise. Gothams reserves all rights and waives none.

* * * * *

We remain available to discuss further how we can cooperate with Puerto Rico to stabilize its grid, and to ensure that it is able to meet the increasing capacity demand. As noted above, Gothams is prepared to revise its pricing proposal to meet the P3's, PREPA's, and the Commonwealth's cost objectives and can make itself available for those discussions within a matter of days.

Respectfully submitted,

Gunnar Michelsen
Director of Special Projects
Gothams Energy LLC

¹⁹ See, e.g., <https://www.noticel.com/la-calle/20250611/apagones-por-falta-de-generacion-segun-luma/> (last accessed 6/18/2025); https://www.elvocero.com/noticia_rotary/article_770fe659-6de5-4214-a15e-1e1799810ff4.html (last accessed 6/18/2025); <https://www.metro.pr/noticias/2025/06/18/a-prepararse-esta-noche-se-ira-la-luz-nuevamente-debido-a-generacion-limitada/> (last accessed 6/18/2025); <https://www.metro.pr/noticias/2025/06/18/varias-unidades-fuera-de-servicio-dejan-sin-luz-a-miles-de-clientes/> (last accessed 6/18/2025).