


2019-P00119

**Contract**



PUERTO RICO ELECTRIC POWER AUTHORITY

Contract: 00082188  
 Release :  
 Executed: 01/11/2019  
 Printed : 01/11/2019  
 Page : 1

Mail Invoice To:

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

Vendor:

LUIS A GARCIA ROLON  
 LA AIR CONDITIONING SERVICES MC  
 PO BOX 867  
 COROZAL PR 00783

Please Direct Inquiries to:

FELIX MARTINEZ-MENDEZ  
 FMARTINEZ5895@AEEPR.COM

Title: BUYER  
 Phone: 787-521-3313 Ext:  
 Fax : 787-521-3280

Work Location:

SUPV EDIF Y TERR MONACILLOS  
 LAS CASITAS  
 CARR. NUM. 1, KM 15.1  
 C. SAN ROBERTO FINAL  
 MONACILLOS PR 00926

Title: REPARACION Y MANTENIMIENTO SISTEMAS DE REFRIGERACION MONACILLO

Total Value : \$154,500.00 USD  
 Pricing Method: ESTIMATE

\*\* NOT TO EXCEED \*\*

Contract Type : TECHNICAL SERVICES  
 Project :

Start Date: 01/01/2019  
 End Date : 12/31/2021

<p style="text-align: center;"><i>[Signature]</i></p> <p style="text-align: center;">Vendor Authorized Signature</p> <p style="text-align: center;"><i>Luis Garcia Rolon (President)</i></p> <p style="text-align: center;">Printed Name/Title</p> <hr/> <p><i>1/11/19</i></p> <p>Date Signed</p> <p style="text-align: center;">Phone</p> <p style="text-align: center;">S.S. 660-63-0918</p>	<p style="text-align: center;"><i>[Signature]</i></p> <p style="text-align: center;">Authorized Signature</p> <p style="text-align: center;"><i>Edgar de Diaz</i></p> <p style="text-align: center;">Jefe Division de Suministros</p> <p style="text-align: center;">Printed Name/Title</p> <hr/> <p><i>1/11/19</i></p> <p>Date Signed</p> <p style="text-align: center;">621-3274</p> <p style="text-align: center;">Phone</p> <p style="text-align: center;">S.S. 660-43-3747</p>
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Terms and Conditions - Text at End

Fac	Standard	Rev	S/P	Text	Title
	PH000001	004	S	Y	EQUAL OPPORTUNITY
	PH000002	005	S	Y	COMPLIANCE WITH LAWS.



## Contract

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Page : 2

### Terms and Conditions - Text at End

Fac	Standard	Rev	S/P	Text	Title
	PH000003	001	S	Y	PACKAGING, SHIPPING AND INVOICING INSTRUCTIONS
	PH000007	004	S	Y	APPLICABLE LAW
	PH000032	009	S	Y	DELIVERY
	PH000039	008	S	Y	PRICE & PAYMENT
	PH000056	008	S	Y	TAXES AND DUTIES
	PH000080	002	S	Y	QUALITY STANDARDS AND WARRANTIES 2

### Scope of Work

\*ORDEN DE COMPRA 00082188 SERVICIO DE REPARACION Y MANTENIMIENTO EQUIPOS DE REFRIGERACION DE LAS FACILIDADES DE LA AEE EN MONACILLOS \*

ORDEN PARA PROVEER SUPERVISION, MATERIALES FUNGIBLES, EQUIPOS, HERRAMIENTAS, MANO DE OBRA Y TODO LO NECESARIO PARA UN CONTRATO DE MANTENIMIENTO POR 24 MESES, CON OPCION DE SER EXTENDIDO POR 12 MESES ADICIONALES PARA LAS UNIDADES DE AIRE ACONDICIONADO Y EQUIPOS DE REFRIGERACION UBICADAS EN LAS FACILIDADES DE LA AEE EN MONACILLOS SEGUN SE DESCRIBE EN EL ALCANCE DE TRABAJO ANEJADO. CR 00183736. RFP 001885.

COSTO MENSUAL: \$4,812.50. PIEZAS DE SER NECESARIAS \$30,000.00 MÁS 15 %

EL SUPLIDOR TIENE QUE DESGLOZAR SU PRECIO EN LA FACTURA ENTRE LO QUE ES LABOR, MATERIALES Y EQUIPOS, PARA LA APLICACION DE LA APORTACION ESPECIAL DE 1.5 % BAJO LA LEY NUM. 48-2013

ADEMAS, TIENE QUE SOMETER JUNTO A LA FACTURA, EL CONDUCE FIRMADO POR EL USUARIO COMO EVIDENCIA DE HABER RECIBIDO EL SERVICIO, DE NO PROVEERLO SU FACTURA LE SERA DEVUELTA.

PERSONA CONTACTO: SUPVR. ALEX DUMAS TEL. 787-521-5041

### NOTAS ESPECIALES:

1. EL SUPLIDOR TIENE QUE SOMETER LOS SIGUIENTES DOCUMENTOS:  
SE REQUIERE UN CERTIFICADO DE SEGURO FIRMADO POR UN REPRESENTANTE AUTORIZADO DE UNA COMPANIA EN PUERTO RICO QUE DESCRIBA LAS CUBIERTAS QUE SE SOLICITAN, EN ORIGINAL:

A) POLIZA FONDO SEGURO DEL ESTADO (FSE)



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Contract: 00082188  
Release :  
Executed: 01/11/2019  
Printed : 01/11/2019  
Page : 3

- B) SEGURO DE RESPONSABILIDAD PATRONAL
    - 1) \$1,000,000 LIMITE SENCILLO COMBINADO
  - C) SEGURO COMPRENSIVO DE RESPONSABILIDAD GENERAL
    - 1) \$1,000,000 LIMITE SENCILLO COMBINADO
  - D) SEGURO COMPRENSIVO DE RESPONSABILIDAD AUTOMOVIL
    - 1) \$1,000,000 LIMITE SENCILLO COMBINADO
2. SE INCLUYE EL ALCANCE DE TRABAJO SUGERIDO.

SUPERVISOR DE COMPRAS PRINCIPAL  
FELIX MARTINEZ MENDEZ  
TEL. 787-521-3313 - felix.martinez@prepa.com

ALCANCE DE TRABAJO:

ESTE CONTRATO ES IMPRESCIDIBLE PARA CONSERVAR, MANTENER Y REPARAR LOS ACONDICIONADORES DE AIRE DE MONACILLO. EL NO TENER ESTE CONTRATO RESULTARÍA MAS ONEROSO PARA LA AUTORIDAD, YA QUE AL NO REALIZAR EL MANTENIMIENTO DE LOS ACONDICIONADORES DE AIRE PROVOCARÍAN AVERIAS EN LOS EQUIPOS. COMO RESULTADO, EL PERSONAL DEL ÁREA AFECTADA TENDRÍA QUE DESALOJAR LE ÁREA DE TRABAJO, POSIBLEMENTE GASTAR MAS DINERO EN PIEZAS, EL PAGO SERÍA CON SOLICITUD DE CHEQUE, EL TIEMPO DE LA REPARACIÓN SERÍA PROLONGADO, POSIBLEMENTE HABRÍA QUE ALQUILAR ACONDICIONADORES DE AIRE PORTÁTILES, ETC...

ESTE CONTRATO A REQUERIMIENTO POR 24 MESES CON OPCIÓN A 12 MESES ADICIONALES POR ACUERDO MUTUO ENTRE LAS PARTES PARA LOS SERVICIOS DE INSTALACIÓN, REPARACIÓN Y MANTENIMIENTO SEGÚN RECOMENDACIÓN DEL MANUFACTURERO DE TODOS LOS SISTEMAS O UNIDADES DE EQUIPOS DE REFRIGERACIÓN DE LAS FACILIDADES DE MONACILLO: EDIFICIO NEOM, EDIFICIO LA TORRE, LA CASITA, EDIFICIO DUROTEx, ALMACÉN 18, OFICINAS DE EDIFICIOS Y TERRENOS, ESTRUCTURA PAITO, TALLER MECÁNICA I, PAGADURÍA, DISPENSARIO, OFICINA SEGURIDAD, EDIFICIO LAS BANDERAS, DESPACHO DE DISTRIBUCIÓN, SERVICIOS TÉCNICOS, ALMACÉN 13, TÉCNICA DE MONACILLO, CONSTRUCCIÓN Y MEJORAS, MÓDULO TRANSPORTACIÓN TERRESTRE, MÓDULO SISTEMA TRANSMISIÓN (HOLLAN), TALLER DE MECÁNICA II, VAGONES DE GENERACIÓN, VAGONES DE T & D. REPARARÁ TODO EQUIPO DE REFRIGERACIÓN, PERO NO SE LIMITA A: ACONDICIONADORES AIRES, NEVERAS, FUENTES DE AGUA, MAQUINAS DE HIELO, ETC., SEGÚN RECOMENDACIÓN DEL MANUFACTURERO.

SE REQUIERE LA PRESENCIA DE UN TÉCNICO DE REFRIGERACIÓN Y UN AYUDANTE DE TÉCNICO DE REFRIGERACIÓN PARA LOS TRABAJOS DESCRITOS ANTERIORMENTE DE LUNES A VIERNES DE 7:30AM - 4:00PM. LA SUPERVISIÓN TÉCNICA RECAERÁ BAJO EL DEPARTAMENTO DE EDIFICIOS Y TERRENOS DE LA DIVISIÓN DE SERVICIOS GENERALES.



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PUERTO RICO ELECTRIC POWER AUTHORITY

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Page : 4

SE INCLUYE DOCUMENTOS RELACIONADOS

*Terms and Conditions - Text*

PH000001 004 EQUAL OPPORTUNITY  
EQUAL OPPORTUNITY.

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

PH000002 005 COMPLIANCE WITH LAWS.  
COMPLIANCE WITH LAWS.

Seller warrants that the Materials, Services or Work Product shall be performed, produced, priced, sold and delivered in strict compliance with all applicable local, domestic and international laws, rules and regulations.

PH000003 001 PACKAGING, SHIPPING AND INVOICING INSTRUCTIONS  
PACKAGING, SHIPPING AND INVOICING INSTRUCTIONS

1. Receiving Documentation must be included with all Purchase Order deliverables.
2. All Receiving Documentation and shipping notices must include reference to the Purchase Order number and any applicable item number(s).
3. Each invoice must include the Purchase Order number and any applicable item number, receipted expense bill, and description shown on this Purchase Order. Delays in receiving invoices and errors or omissions on invoices shall be just cause for Buyer's withholding of payment, without loss of cash discount privilege.

PH000007 004 APPLICABLE LAW  
APPLICABLE LAW.

This Order will be governed by and construed in accordance with the laws



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Page : 5

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

PH000032 009 DELIVERY  
DELIVERY.

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

PH000039 008 PRICE & PAYMENT  
PRICE & PAYMENT.

The prices specified in the Purchase Order shall include all charges and expenses in connection with the packing and shipping of the Materials to Buyer. No additional charges of any kind will be allowed unless specifically agreed to in writing in advance. Payment will be made as set forth in this Order; however payment may be withheld or portions thereof may be deducted or setoffs may be made against Seller if Seller does not perform in accordance with this Order. The time for payment of invoices and acceptance of any applicable discounts shall be based on the date when the invoice is received and stamped by PREPA's Accounts Payable, and all pertinent information is correct on the invoice. All invoices are to be sent to the following address: Puerto Rico Electric Power Authority, Treasury Division, PO Box 70253, San Juan, PR 00936.

PH000056 008 TAXES AND DUTIES  
TAXES AND DUTIES.

Seller shall be responsible for and pay directly, all corporate and individual taxes measured by net income or profit imposed by any governmental authority on Seller, its employees or subcontractors due to the execution of any agreement or the performance of or payment for work hereunder. Unless otherwise agreed in writing or prohibited by law, the price set forth in this Order shall not include any local tax (IVU) but Seller shall pay any federal tax, US Customs fees, Shipping Surcharge fees or other tax required to be imposed on the Materials, Services or Work Product.



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Page : 6

### Important:

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

#### PH000080 002 QUALITY STANDARDS AND WARRANTIES 2

Rejected Material and Services or Work Product may be returned or re-performed at Seller's expense. The making or failure to make any inspection, approval, payment or acceptance of the Materials, Work Product or Services shall in no way impair Buyer's right to reject or revoke acceptance of non-conforming Materials, Work Product or Services or to avail itself of any other remedies to which Buyer may be entitled, notwithstanding Buyer's knowledge, the substantiality, or the ease of discovery of any non-conformity. If any time prior to one (1) year from the date of completion of any Services, or the earlier of one (1) year from the date of installation or eighteen(18) months from receipt of any Materials or Work Product if the Materials, Work Product or Services, or any part thereof, do not conform to these warranties or the specifications, Seller shall promptly correct such nonconformity to the satisfaction of Buyer at Seller's sole expense; failing which, Buyer may proceed to make corrections or accomplish Seller's work by the most expeditious means available, and the costs of cover or correction shall be for Seller's account. Seller's liability hereunder shall extend to all damages proximately caused by the breach of any of the foregoing warranties, including incidental damages such as removal, inspection, costs of return, warehousing and reinstallation. These warranties are in addition to, and shall not be construed as restricting or limiting any warranties of Seller, express or implied, or which are provided by law or exist by operation of law.

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