

Request for Proposal



**RFP 134572– Waste Management
Issued by LUMA Energy ServCo, LLC**

**Date Initial RFP Issued: August 01, 2022
Proposal Submissions Due: August 19, 2022**

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1. INTRODUCTION

LUMA Energy ServCo, LLC (“LUMA”) is a limited liability company organized under the laws of the Commonwealth of Puerto Rico, acting as an agent to the Puerto Rico Electric Power Authority (“PREPA”), a public corporation and government instrumentality of the Commonwealth of Puerto Rico, created by Act 83 of May 2, 1941, as amended (Act 83).

Proponents are advised that LUMA is engaged with PREPA under the Operations and Maintenance Agreement, effective June 22, 2020 (the “OMA”, a copy of which can be viewed at <https://www.p3.pr.gov/wp-content/uploads/2020/06/executed-consolidated-om-agreement-td.pdf>). LUMA is currently operating Puerto Rico’s Electric Transmission and Distribution system on behalf of PREPA.

LUMA duty is to provide electric power in a safe, efficient, reliable, and cost-effective manner, contributing to the general welfare and sustainability of Puerto Rico.

2. BACKGROUND & PURPOSE

LUMA is working on the Restoration Projects of the Transmission and Distribution of the Puerto Rico Electric System. This may include projects or activities, both funded through FEMA grants or LUMA. LUMA’s Environmental Department is responsible to provide assistance to the waste management related with these projects. To this end, LUMA recognizes the need to acquire services for it.

This Request for Proposal (“RFP”) is be issued to solicit Proposals from responsible and qualified companies (“Proponent”), to complete the work outlined in this document. Proponent shall provide services to federal funded construction projects and LUMA’s regular operations activities, regarding to the waste management that shall be generated during these activities. The services provided will include, waste containers rent, container’s pickup, transportation, and disposal. LUMA operates 180 facilities at 78 sites across the island of Puerto Rico, including Culebra and Vieques.

LUMA intends to award one or more contracts to a company or companies that will perform waste containers rent, container’s pickup, transportation, and disposal for the Restoration Projects of Transmission and Distribution of the Puerto Rico Electric System and LUMA’s regular operations activities. As mentioned above, LUMA reserves the right to grant more than one Contract and/or select more than one qualified proponent, to award all or any of the services required to propose.

LUMA will seek Federal financial assistance to fund some of the services assigned under this contract pursuant to this RFP. Accordingly, the Contractor must comply with all applicable state and federal laws, regulations, executive orders, policies, procedures, and directives.

Contracts may be awarded to those qualified persons or legal entities whose Proposals are in accordance with this RFP and offer the greatest total value to LUMA. In their Proposals, Proponents shall demonstrate their capacity to provide all work in compliance with the Section 9, “Scope of Services” described in this RFP. LUMA will evaluate and analyze the information provided in the Proposals and determine which Proposals meet the minimum requirements.

The RFP shall be construed and interpreted in accordance with the laws in force in the Commonwealth of Puerto Rico and the federal laws of the United States of America, applicable therein.

3. STATEMENT OF CONFIDENTIALITY

This RFP contains confidential and proprietary information of LUMA, which is provided for the sole purpose of permitting the Proponent to respond to this RFP. The Proponent agrees to maintain the confidentiality of the information and to not disclose this information to any person outside the Proponent’s team directly responsible for preparing the Proposal for this RFP. This document can only be used to prepare the Proposal for this RFP.

4. CONTRACT TERM

In the event that LUMA decides to execute a contract for the Waste Management, it will be effective for two (2) years from the effective date of the contract. The contract may include LUMA’s option for one (1) year extension

if mutually agreed upon by both parties, subject to Proponent’s satisfactory performance, availability of funds, and required authorizations according to LUMA’s rules and regulations.

A draft of the LUMA General Services Contract, excluding service descriptions and associated pricing details that will be determined during the contracting phase, will be included with this RFP as Attachment C – Draft Contract. Section 10.1.6, “Draft Contract”, provides details on submission requirements related to the Draft Contract.

5. NOTICE OF INTENT TO BID

Proponents shall confirm their intent to submit a proposal in response to this RFP by submitting to LUMA a completed version of the form set forth in Attachment B – Notice of Intent to Bid. The completed form must be submitted through the **Messaging** tab in PowerAdvocate® on or before the deadline for submission set forth in Section 7, “RFP Timeline” Wednesday, August 10, 2022, by **7:00 PM (AST)**, proponent will not be considered after submission date.

6. REQUEST FOR PROPOSAL SUBMISSION

Proponent shall submit its Proposal through the **Upload Documents** tab of the RFP 134572event on the PowerAdvocate® platform, as noted in the table below. All Proposal documents, including the price offer, discounts, and other requested details must be submitted via PowerAdvocate® on or before the due date noted in Section 7, “RFP Timeline”. LUMA will not accept Proposals (i) received after the specified date and time or (ii) submitted through the **Messaging** tab (which is exclusive for communications), and such Proposals will be disqualified from further evaluation.

Proposals must be signed by the natural person or the authorized representative of the legal entity. The signature must be shown with the name in print and the capacity or position of the authorized representative.

In addition to the above, Proponents must provide:

- A copy of each of the following sections of the Proposal through the **Upload Documents** tab of the event No. 134572 on PowerAdvocate® as indicated above. Proponents must upload all applicable supporting documents or attachments of each section with the corresponding document type.

Proposal Section	PowerAdvocate® Document Type
10.1.1 Company Information	Commercial and Administrative
10.1.2 Approach to Services Fulfillment	Technical Information
10.1.3 Approach to Account Management	Technical Information
10.1.4 Technical Capacity	Technical Information
10.1.5 Pricing Sheet	Pricing
10.1.6 Draft Contract	Commercial and Administrative
10.1.7 Supplementary Information	Commercial and Administrative
10.1.8 Redacted Copy	Commercial and Administrative
10.1.9 Requirement of Legal Entities	Commercial and Administrative
10.1.10 Required Qualifications of Proponents	Commercial and Administrative

The PowerAdvocate® guide is included as Attachment A of this RFP. For technical assistance with the sourcing platform application please contact PowerAdvocate®’s technical support at (857) 453-5800, or by email at: support@poweradvocate.com. It is the Proponent’s responsibility to ensure that their Proposal documents are fully uploaded before the closing date and time of the event.

6.2 Question & Answer Period(s)

Note that a Proponent may submit question(s) to LUMA for explanation or interpretation of any matter contained in this RFP through 134572 Question and Answer (“Q&A”) period(s), as described in Section 7 “RFP Timeline”. Proponent should submit each question in the Q&A form via PowerAdvocate® through the **Messaging** tab of RFP 134572 event.

Proponents must submit their questions in the Q&A form included in Attachment D. This document must be submitted in Microsoft Excel format and each question must reference the RFP page number, section of the RFP document, RFP Attachment, or section of the draft contract.

If responses to the questions constitute a modification or additional information to the original RFP, LUMA will provide such clarification through an addendum posted on PowerAdvocate® based on the timeline specified in Section 7 “RFP Timeline”. Questions from Proponents must not contain proprietary information because the answers may be published in the public domain. Please note that LUMA does not guarantee answers to all questions or comments received. Be advised that LUMA will not accept any questions that are not submitted as stated in this section.

6.3 Addenda

LUMA reserves the right to modify the RFP documents up to three (3) days prior to the closing date of the event.

It is the sole responsibility of the Proponent to monitor the event in PowerAdvocate® for additional information, updates, or modifications concerning this RFP. Any changes or modifications to this RFP’s terms, conditions, or specifications will be made through addenda posted on PowerAdvocate®.

6.4 Communications

For this RFP, all communications must be made through the **Messaging** tab of PowerAdvocate® and addressed to LUMA’s designated Procurement Representatives for this RFP:

Yadira Santos – Services Procurement Specialist
Eric Plasencia – Supervisor, Operational Procurement

Neither Proponents nor any Proponent team members nor any of their respective advisors, employees, or representatives shall contact or attempt to contact, either directly or indirectly, at any time during the RFP process, any of the following persons on matters related to this RFP process, the RFP documents, or the Proposals: (a) any member of the Evaluation Committee; (b) any advisor of LUMA for this RFP process; (c) any LUMA employee or representative; (d) any directors, officers, or consultants of LUMA.

Proponents and members of their team are prohibited from directly or indirectly contacting other Proponents, such as directors, officials, employees, consultants, advisers, agents, or representatives in matters related to their Proposal preparation, content, or presentation. Failure to comply with these communication restrictions will result in the rejection of the Proponent’s Proposal.

Proposals shall be submitted with no connection to, knowledge of, information comparison, or arrangement, with other Proponents including their directors, officials, employees, consultants, advisers, agents, or representatives.

All communications between LUMA and Proponent shall be in the English language.

6.5 Non-Binding Nature & Validity of Proposal

The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the laws applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the RFP shall not give rise to any legal obligations; and (b) neither the Proponent nor LUMA shall have the right to make any breach of contract, tort, or other claims against the other concerning the award of a contract, failure to award a contract or failure to honor a response to the

RFP.

The RFP process is intended to identify prospective vendors to negotiate potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and LUMA by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

Proponent must submit a proposal that is valid for no less than ninety (90) days, however, LUMA prefers that the proposals have a validity of up to one hundred and twenty (120) days.

7. RFP TIMELINE

The following schedule is to advise all Proponents of key dates of the RFP process. Please note that the RFP timeline includes target dates that are subject to change. It is the sole responsibility of Proponent to monitor PowerAdvocate® for updates to the RFP timeline.

Milestone	Targeted Timeline
Request for Proposal issued	Monday, August 01, 2022
Intent to bid document due, attached via the Messaging tab in PowerAdvocate	Wednesday, August 10, 2022, by 7:00 PM (AST)
Q&A: Question(s) from Proponent due, via the Messaging tab in PowerAdvocate®	Friday, August 12, 2022, by 7:00PM (AST)
Q&A: LUMA to answer question(s)	Tuesday, August 16, 2022
RFP proposal submission due , via the PowerAdvocate® tabs noted in Section 6, "Request for Proposal Submission"	Friday, August 19, 2022, by 7:00 PM (AST)
LUMA to notify of selection of one or more Proponents to enter negotiations	Week of September 12, 2022
LUMA to issue award of business	Subject to P3A and FOMB approvals

Proposal submissions that have not been completely uploaded by **August 19, 2022, 7:00 PM** Atlantic Standard Time ("AST"), will not be considered. Proponents are encouraged to allow enough time to upload their Proposals and to confirm that the files are available for LUMA's review.

8. GENERAL EXPECTATIONS

Proponent shall demonstrate the following behaviors when performing the services described in this RFP:

- Proponent shall have expertise, efficiency, and accuracy regarding waste management operations.
- Proponent is expected to be provided, upon request, all materials, equipment, manpower and supervision required to complete the waste management.
- Good communication with LUMA representatives.
- Available to provide services in timely manner (no more than 24 hours after required).
- Capacity to manage and/or provide equipment or services in various locations at the same time.

9. SCOPE OF SERVICES

LUMA requires the Proponent to complete the following services in accordance with the requirements below.

9.1 Scope of Services

Proponent will provide Waste Management Services. The following services are included in the scope of this RFP:

9.1.1 Description of the Work

9.1.1.1 Provide, upon request, 20 cubic yards (cu yds) containers (roll-ups), for construction debris

(concrete/wood poles, ceramic insulations, electric wires parts, surplus soils from excavations, etc.) generated during Transmission and Distribution Electric System Upgrade, Restoration and Rehabilitation Projects and/or as part of LUMA's Waste Management Program at all areas.

- 9.1.1.2 Provide, upon request, 20 cu yds containers for Special Wastes (asbestos and lead-base paint removal, used oil filters, absorbent materials with mineral/non-PCB oils), generated during Transmission and Distribution Electric System Upgrade, Restoration and Rehabilitation Projects and/or as part of LUMA's Waste Management Program at all areas.
- 9.1.1.3 Provide, upon request, 40 cubic yards (cu yds) containers (roll-ups), for construction debris (concrete/wood poles, ceramic insulations, electric wires parts, surplus soils from excavations, etc.) generated during Transmission and Distribution Electric System Upgrade, Restoration and Rehabilitation Projects and/or as part of LUMA's Waste Management Program at all areas.
- 9.1.1.4 Provide, upon request, 4, 6, and 8 cu yds containers (front loader) for regular wastes (office garbage).
- 9.1.1.5 Provide, upon request, a Flatbed trailer for transporting Concrete poles (45', 50', 55', 60' 65' long) to Recycling Facilities.
- 9.1.1.6 Provide 20 cubic yards of container's pick up and transportation to the landfills or waste management facilities (waste reuse).
- 9.1.1.7 LUMA Operational areas or T&D Project Contractors shall be responsible to place the concrete poles on the flatbed trailer, following the Proponent's instructions.
- 9.1.1.8 Contractor shall be responsible to secure the concrete poles for transportation, following Puerto Rico Transport Bureau and the Puerto Rico Highway Authority regulations.
- 9.1.1.9 Only LUMA's HSEQ – Environmental personnel may mobilize the Contractor for services.
- 9.1.1.10 Prior to Waste Transportation, the manifest shall be completed with the following information:
 - Project Name and Number that will be provided by LUMA
 - Waste Location (physical address and GPS coordinates)
 - Vehicle Plate Number
 - Include vehicle description and TARA (capacity) information
 - Include vehicle logs report
 - Container number ID, if available.
 - Waste Description and Waste Profile Number, if applicable.
 - Waste Quantity in Pounds
- 9.1.1.11 Manifests shall sign it by the Transporter and LUMA's representative (Project Manager or Designee).

9.1.2 General Requirements

- 9.1.2.1 Costs for the required services should include the labor, materials, equipment, and supervision to provide them.
- 9.1.2.2 Proponents shall indicate the subcontractor's information that will be used to provide any service required.
- 9.1.2.3 Proponents must provide an equipment list, available for the services required (containers, Vehicles, Flatbed trailers, etc.).
- 9.1.2.4 Proponents must provide an equipment list that will be subcontracted to provide the required services.
- 9.1.2.5 Proponents must have the capacity to provide services simultaneously at different LUMA's Operations and/or Project Sites around the six (6) LUMA's Operational Regions.
- 9.1.2.6 Proponents shall indicate the concrete pole's maximum weight, allow to be transported in the flatbed trailer.
- 9.1.2.7 Proponents shall be responsible to ensure that containers are in good condition at the time of delivery at the sites. LUMA's representative shall be responsible to verify the container prior

to receive it. If container isn't in good conditions, it must be removed by the contractor at no cost for LUMA.

9.1.2.8 Proponents shall be responsible to coordinate the waste acceptance, with the landfill.

9.1.2.9 Proponent(s) shall comply with applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them for damage, injury, or loss. Shall erect and maintain, as required, by existing conditions and progress of work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities.

9.2 Geographic Scope

Proponent shall be able to provide Waste Management services to LUMA's Facilities and Electric System Restoration Projects across all Puerto Rico including Vieques, and Culebra. Map is included with this RFP as Attachment E.

9.3 Resourcing Requirements & Specifications

9.3.1 LUMA, along with its regular T&D operations, intends to undertake capital projects to improve the reliability of the electric grid in Puerto Rico. These activities will require waste management services.

9.3.2 Proponent must confirm that they have the materials, equipment, manpower and supervision required to complete all aspect of the scope of services.

9.3.3 Proponent shall demonstrate compliance with LUMA's Policies, US Environmental Protection Agency (USEPA) and Puerto Rico Natural Resources and Environmental Department regulations regarding waste management, Puerto Rico Transportation Bureau (PRTB)/US Department of Transportation (USDOT) and Occupational Safety and Health Agency (OSHA).

9.3.4 Proponent shall be responsible, during the term of the contract, for keeping up to date all permits (Non-Hazardous Waste Transportation permit, Landfill Operations permit, Transporter's Driver Licenses, etc.) required to perform its services.

9.4 Reporting & Documentation

Proponent shall provide with the proposal the following documents:

9.4.1 Non-Hazardous Waste Transportation Permit issued by the Puerto Rico Natural Resources and Environmental Department.

9.4.2 Vehicle Licenses included in the Non-Hazardous Waste Transportation Permit.

9.4.3 Landfill Operations Permit issued by the Puerto Rico Natural Resources and Environmental Department.

9.5 Account Management

LUMA requires Proposals from Proponents to perform the services and activities in accordance with requirements below, related to account management.

9.5.1 Invoicing

Invoice's one original hard copy together with supporting documentation, shall be couriered to the following address:

LUMA Energy ServCo, LLC
Account Payable
644 Ave. Fernandez Juncos, Suite 301
San Juan, PR 00907

10. PROPOSAL REQUIREMENTS, EVALUATION, & SELECTION PROCESS

The purpose of this RFP is to receive Proposals that meet LUMA's requirements and clearly establish the Proponent's approach to successfully provide the services. LUMA will review all the Proposals in a timely manner to determine if they comply with the requirements of the RFP. Proposals that do not meet the submission

requirements or have omitted material documents may be rejected.

Each Proposal meeting all submission requirements will be independently evaluated by the Evaluation Committee (“Evaluation Committee”), which will assign a score for each evaluation criteria listed below in this section, up to the maximum points, unless they are determined to be non-responsive according to the purposes and requirements of the RFP.

LUMA may reserve the right to require additional information or clarifications after the Proposal submission due date as described in Section 7, “RFP Timeline”, in order to assist the Evaluation Committee to gain additional understanding of the Proposal.

If there is any conflict or inconsistency between the terms of this RFP and terms implied by any custom, policy, practice, usage or agreement in the industry or trade, or any other policy or practice, or any term implied by or any decision rendered by any court, the terms of this RFP shall govern and prevail.

10.1 Proposal Requirements

See Section 6, “Request for Proposal Submission” for details. Proponents must upload their completed Proposal documents in the **Upload Documents** PowerAdvocate® tab. A table of contents must be included, indicating the section and the page number where the Proposal meets the criteria stated below in the exact order herein.

All documents created by the Proponent (except allowable brochures, addenda to Response Sheet, or pre-printed reference materials) should be formatted as follows:

- **Paper Size:** 8.5 x 11 inch
- **Minimum Font Size:** 11 point (except for footnotes, headers, or footers)
- **Ready for Printing:** All electronic files submitted will be pre-formatted for printing
- **Software:** All electronic files submitted should be created (or fully compatible) with the following software suites or packages: Microsoft Office, Microsoft Project, or Adobe Acrobat
- **Language:** English

10.1.1 Company Information

Upload a complete and accurate response sheet, included as Attachment F – “Response Sheet” onto the **Commercial and Administrative** tab, in the Microsoft Excel format. Proponent shall include information regarding requested authorization, cover letter, table of contents, company information, financial information, and reputation.

10.1.2 Approach to Services Fulfillment

10.1.2.1 Describe approach to fulfilling the service requirements as described in the RFP including best practices.

10.1.2.2 Include a list of the containers available for the services, a mobilization plan for the start-up of services, including resourcing and hiring plan, process for identification of subcontractors or vendors, and estimated timeline of mobilization events.

10.1.2.3 Provide a plan for overall coordination, communication, and management and identify where all resources are based. Plan should address island-wide coverage for LUMA facilities.

10.1.2.4 Describe process for managing subcontractors to ensure safe and quality execution of services. Clearly explain the expertise and credentials of any partners and subcontractors who may be incorporated into the team and their expected role and value to the engagement.

10.1.2.5 Provide a description of the process to request services within 24 hours of anticipation.

10.1.2.6 Provide a description of your safety culture and details of the safety program. Include any relevant safety procedures, incident reporting protocol, root cause analysis and investigation processes.

10.1.2.7 Describe your quality control processes and best practices.

10.1.2.8 Clearly state any and all assumptions within the Proposal, including any support (resources, systems, equipment, etc.) required from LUMA to fulfill the services.

10.1.3 Approach to Account Management

10.1.3.1 Provide a detailed plan to execute the services and support function requirements as detailed in this RFP. This should include compliance, reporting, standard and procedures, budgets, and metrics. Provide standards, samples, and/or examples where applicable.

10.1.3.2 Describe any value-added services that your organization can provide, including but not limited to continuous improvement programs, innovation, and cost management.

10.1.3.3 Describe approach to customer service and ensure customer satisfaction.

10.1.3.4 Clearly state any and all assumptions within the Proposal, including any support (resources, systems, equipment, etc.) required from LUMA to fulfill the services.

10.1.4 Technical Capacity

10.1.4.1 Describe Proponent's other contractual and business commitments and how Proponent intends to meet them in addition to the contractual obligations it would take on should it be awarded a contract because of this RFP.

10.1.4.2 Identify and describe potential subcontractors with demonstrated proof of the technical capabilities necessary to perform their proposed scope of work.

10.1.5 Pricing Sheet

Upload a complete and accurate pricing sheet, included as Attachment G – “Pricing Sheet” onto the **Pricing** tab, in the Microsoft Excel format. Proponent shall include a detailed component breakdown cost for labor, equipment, materials, and all other expenses related to the scope of the work.

10.1.6 Draft Contract

A draft of the LUMA contract template that is intended to be used for this RFP is included as Attachment C – Draft Contract. The selected template for this RFP and the content included in the template are subject to change. Proponent to upload (in the **Commercial and Administrative** tab) a copy of the draft contract, in the Microsoft Word format, with any comments or tracked changes, as applicable, clearly identifying and explaining the concern. Proponent may include any proposed modifications to a specific language in the contract with which it disagrees, or it is unable to comply, and must include a detailed explanation of the proposed modification. If Proponent agrees with the contract language and can comply with all its terms, conditions, and requirements, it will specify this in writing.

10.1.6.1 A proponent shall state in its proposal any and all exceptions it may have to the terms and conditions of the proposed contract. If the proponent does not state an exception at that time, the proponent is deemed to have accepted all the terms and conditions to which no exception was made, and these terms and conditions will be binding on the proponent if the proposed contract is awarded to it and executed. No negotiations will be admitted of a term and condition to which the proponent made no exception in its proposal. If the exceptions made by the proponent to the terms and conditions of the proposed contract are deemed to be excessive in kind, in number, or in materiality, that by itself will be a sufficient reason for the contract not to be awarded to the proponent. An exception means any change, amendment, or variation or proposed substitution, replacement, or elimination of a term and condition. When an exception is made, the proponent shall state the reasons for the exception, and if the proponent fails to state them, the exception will be deemed as if it had not been made. No exceptions are allowed after the proponent makes its proposal.

10.1.7 Supplementary Information

May provide supplementary facts or information if they consider it will be helpful in the evaluation of their Proposals. Proponents are encouraged to be selective with this information to ensure it is relevant.

10.1.8 Redacted Copy

Upload a redacted copy of their Proposal as required in Section 18, “Confidentiality of Responses and Proprietary Information”.

10.1.9 Requirement of Legal Entities

Proponents that are corporations, partnerships, or any other legal entity, U.S. or Puerto Rico based, shall be properly registered or capable to be registered, or capable and willing to be registered to do business in Puerto Rico and the U.S. at the time of the submission of their Proposals, and comply with all applicable Puerto Rico or U.S. laws and/or requirements.

Submit evidence that it is duly and properly organized and is qualified to do business in Puerto Rico or provide a statement confirming that the Proponent will be qualified prior to contract execution if selected. A selected Proponent must be part of LUMA’s Supplier Registry in order to execute a contract related information included as Attachment – H “LUMA’s Vendor Registry Requirements”.

10.1.10 Required Qualifications of Proponent

Provide information and/or certifications in Proposal that demonstrate the following:

10.1.10.1 Certify that neither it nor any person or entity who is partnering with it has been the subject of any adverse findings that would prevent LUMA from selecting it. Such adverse findings include, but are not limited to, the following:

- Negative findings from a Federal Inspector General or from the U.S. Government Accountability Office, or from an Inspector General in another state.
- Pending or unresolved legal action from the U.S. Attorney General or from the U.S. an attorney general in Puerto Rico or another state.
- Arson conviction or pending case
- Harassment conviction or pending case.
- Puerto Rico and Federal or private mortgage arrears, default, or foreclosure proceedings
- In rem foreclosure.
- Sale tax lien or substantial tax arrears.
- Fair Housing violations or current litigation.
- Defaults under any Federal and Puerto Rico-sponsored program.
- A record of substantial building code violations or litigation against properties owned and/or managed by Proponents or by any entity or individual that comprises Proponents.
- Past or pending voluntary or involuntary bankruptcy proceedings.
- Conviction(s) for fraud, bribery, or grand larceny.
- Debarment (sam.gov).

10.1.10.2 Disclose any potential conflicts of interest as described in Section 19, “Conflicts of Interest”.

10.1.10.3 Wastes Pickup and Transportation PRDNER Permit.

10.1.10.4 Waste Landfill PRDNER Permit

10.1.10.5 Puerto Rico Transportation Bureau Permit

10.1.10.6 Document any concerns regarding the qualifications detailed in this RFP.

10.1.11 Bonding Capacity

Confirm that the Proponent can provide a letter from the insurance carrier certifying the Proponent’s bonding capacity, if required. LUMA requires anywhere between 50% - 100% contract price to be bonded for performance and payment bonds. Such bonding forms shall be subject to the final approval of LUMA.

11. EVALUATION CRITERIA

Each Proposal meeting all submission requirements stated above will be independently evaluated by the Evaluation Committee, which will assign a score for each evaluation criterion listed, up to the maximum points.

11.1 **Company** (10 pts)

11.1.1 Proponent will be evaluated on overall company, including but not limited to:

11.1.1.1 Financial stability, health, and reputation

11.1.1.2 Relevant experience and capacity in the industry.

11.1.1.3 Overall company culture and involvement in the Puerto Rican community.

11.2 **Approach to Services Fulfillment** (25 pts)

11.2.1 Proponent will be evaluated on overall service governance, including resourcing and mobilization strategies.

11.2.2 Proponent will be evaluated on safety program(s) and protocols.

11.2.3 Proponent will be evaluated on quality assurance controls.

11.3 **Approach to Account Management** (25 pts)

11.3.1 Proponent will be evaluated on overall approach to account management, including compliance, reporting, budgets, etc.

11.3.2 Proponent will be evaluated on customer service approach (i.e., approach to ensuring customer satisfaction).

11.3.3 Proponent will be evaluated on value-added services, such as continuous improvement programs, innovation, cost management, etc.

11.4 **Technical Capacity** (10 pts)

11.4.1 Proponent will be evaluated for the value-added services.

11.4.2 Proponent will be evaluated if presented and identify potential subcontractor's plan.

11.5 **Commercial** (30 pts)

11.5.1 Proponent will be evaluated on defined price and available discounts.

11.5.2 Proponent will be evaluated on cost for additional value-added services.

11.5.3 Proponent will be evaluated on comments and revisions to LUMA draft contract and key business terms.

Award of the RFP will be to the/those qualified and experienced person(s)/company/companies whose Proposals, comply with the terms and conditions of this RFP.

0 = Not Applicable – For example, the information provided in the Proposal was not applicable to the criteria or was omitted.

1 = Poor – For example, the criteria presented in the Proposal does not meet the requirements set by LUMA.

2 = Below Average, Negative, or Disagree – For example, the criteria presented in the Proposal meets most of the requirements set by LUMA

3 = Average or Neutral – For example, the criteria presented in the Proposal meets all of the requirements set by LUMA.

4 = Good, Positive, or Agree – For example, the criteria presented in the Proposal meets all of the requirements set by LUMA and exceeds LUMA expectations.

5 = Excellent, Very Positive, or Strongly Agree – For example, the criteria presented in the Proposal best meets all of the requirements set by LUMA and exceeds LUMA expectations, above all other Proposals.

12. PROPOSAL CLARIFICATION REQUESTS

LUMA reserves the right, at any time, whether prior to or after the preparation of the list of short-listed Proponents (if applicable), to request that any one or more Proponents clarify its Proposal in accordance with these RFP instructions. Without limiting the generality of the foregoing, LUMA may request clarification where any one or more Proponent's intent is unclear (including, where there is an irregularity or omission in the information or documents provided by Proponents in their Proposals). LUMA may, in its discretion, choose to meet with one, some, or all Proponents to clarify any aspects of their Proposals. LUMA may require Proponents to submit

supplementary documents clarifying any matters contained in their Proposals or LUMA may prepare a written interpretation of any aspect of a Proposal (including, meeting minutes) and seek the respective Proponent's acknowledgment of that interpretation.

13. INTERVIEW

Proponent may be required to attend meetings at LUMA's offices in San Juan, Puerto Rico, United States, or elsewhere as directed by LUMA, for clarifications of technical, commercial, or other components of its Proposal during the Proposal evaluation period or at such other dates and times as required by LUMA, all at LUMA's discretion. Not all Proponents may be asked to present and those requested to present will be at the discretion of LUMA including LUMA's Evaluation Committee.

Proponents are solely responsible for all costs or expenses incurred to attend and participate in the oral presentation process. The rejection of a Proponent to participate in an oral presentation may be cause for a rejection of a Proposal. Requirements for in-person presentations or meetings are subject to change based on local protocols regarding the COVID-19 coronavirus.

14. SELECTION OF PROPONENTS FOR NEGOTIATIONS

14.1 Selection Process for Negotiations

14.1.1 LUMA will, acting in its discretion and following the submission deadline, select one or more Proponents to enter negotiations with LUMA. LUMA will use all reasonable efforts to indicate to a Proponent in writing that it has been selected to enter into negotiations.

14.1.2 At LUMA's discretion the selection process may occur in multiple stages and Proponents not initially selected may be invited to enter negotiations with LUMA following the commencement of negotiations with other Proponents.

14.2 Negotiation of a Final Agreement

14.2.1 LUMA will enter into negotiations with one or more selected Proponents. In the event LUMA enters into negotiations with more than one selected Proponent, such negotiations will be concurrent. LUMA will provide each of the selected Proponents with any additional information and will seek further information and Proposal improvements from each of the selected Proponents.

14.2.2 Following the negotiations, each of the selected Proponents will be invited to revise its initial Proposal and submits its best and final offer ("BAFO") to LUMA.

14.2.3 The BAFO of each of the selected Proponents will be evaluated against the same criteria as the initial Proposals submitted by the selected Proponents. The top-ranked Proponent will then be selected to enter into a final round of non-binding discussions and negotiations to determine the possibility of LUMA and such Proponent entering into a final written agreement for the provision of all, or part of, the services. Any such final agreement will be based on the contract draft. The terms of the contract draft that will be included with this RFP may be materially altered as a result of the above discussions, negotiations, changes, amendments, or modifications between LUMA and the successful Proponent.

14.2.4 LUMA reserves the right, in its discretion, to identify one or more successful Proponents who will enter into a final round of non-binding discussions, and negotiations to determine the possibility of LUMA and such Proponent entering into a final written agreement for the provision of all, or part of, the services as a result of those negotiations.

14.2.5 LUMA shall incur no liabilities to any Proponent as a result of, or arising from, a failure to enter into a final written agreement in relation to the services.

14.2.6 LUMA reserves the right, in its discretion, to choose not to engage in the BAFO process, and to proceed to enter into direct negotiations with the top Proponent.

14.3 Non-Selection of a Proponent

14.3.1 LUMA will use reasonable efforts to notify an unsuccessful Proponent if it has not been initially selected for negotiations. If Proponent is unsuccessful, it agrees that by submitting a Proposal it will not have a claim for, and hereby irrevocably, absolutely and finally releases LUMA from, any breach of procedural fairness, including where the terms of any final agreement differ from those in the contract draft (whether materially or otherwise) that will be included in the RFP.

14.3.2 LUMA's Discretion to Select Proponents

14.3.3 The decision to select a Proponent for further negotiation and discussion by LUMA is contingent upon LUMA's sole determination, acting in its discretion, that it is in the best interests of LUMA to select such Proponent, in whole or in part, based upon any factors LUMA determines are relevant, including expertise, quality, timeliness, reputation, price, reliability, safety, creditworthiness, access to funds, dates for performance of the services, etc. LUMA is under no obligation to provide any explanation of the reasons for its choices.

15. LOCAL PARTICIPATION: MINORITY & WOMEN OWNED BUSINESS ENTERPRISES & SECTION 3

LUMA is taking necessary steps to utilize minority businesses, women's business enterprises, and labor surplus area firms when possible.

LUMA encourages Proponents to engage local subcontractors, professionals and relevant service providers headquartered in Puerto Rico ("Local Parties") as possible while maintaining the requirements, standards, and quality standards of the services or goods provided to LUMA. Section 3, Women Business Enterprise (WBE)/Minority Business Enterprise (MBE)/Veterans Owned Small Businesses (VOSB) and all sizes of companies, are encouraged to submit Proposals for consideration. LUMA reserves the right to request additional information and/or documentation in order to evidence Proponent's certification, per 2 CFR 200.321.

Pursuant to Section 3 of the Housing & Urban Development Act of 1968, LUMA is committed to ensure that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, state and local laws and regulations, be directed to low and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons. Proponents are encouraged to submit with the work approach portion of their Proposals a plan for compliance with Section 3 ("Plan"). Submitted Plans will be evaluated based on the Plan's overall reasonableness. For the Plan to be found reasonable, it must clearly establish how the Proponent will comply with the Section 3 numerical goal for non-construction contracts of at least 3% of the total dollar value of the Proposal. In their Plan, the Proponent must establish their employment and training goals, their participation certification procedures, and if preference will be given to Section 3 Business concerns. Proponents should seek to answer the following questions in their Plan:

- For what positions do you believe you will be able to hire a Section 3 qualified individual and/or firm?
- How would you go about advertising this opportunity to reach the target group? (i.e. local newspapers, social media, work force training programs, and other social and human service organizations. Presentations to groups that are attended by and/or serve to the target group. This is not an exhaustive list of examples.)

The Proponents agree to carry out this policy in the awarding of subcontracts fully consistent with efficient contract performance. The Proponent further agrees to cooperate in any studies or surveys as may be conducted by HUD, as may be necessary to determine the extent of the Proponent's compliance with this clause.

16. GENERAL FEDERAL GRANTS REQUIREMENT

Because the contract may be funded with federal funds, the contract shall be governed by certain federal terms and conditions for federal grants, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200.

A contract awarded under this RFP must contain the provisions required by 2 C.F.R. § 200.326, Appendix II to 2 C.F.R. Part 200, and provisions required by certain Federal agencies, as applicable (e.g., FEMA, HUD).

A sample contract including these provisions may be provided as an Attachment at a later date. These provisions are non-negotiable. Federal funds may be granted under the FEMA Public Assistance Program, FEMA Hazard Mitigation Grant Program, HUD Community Development Block Grant – Disaster Recovery Program, or other federal programs. Accordingly, the contract may be subject to the regulations, policy, and guidance applicable to one or more of these federal programs.

As part of the submission of any contract redlines, Proponent shall provide a description of their experience with such grant requirements and affirmatively represent and certify that the Proponent shall adhere to any applicable federal requirements. Any funds disallowed by any federal government entity due to the contractor's noncompliance, its subcontractor's noncompliance, with this contract or Federal laws, regulations, or policies, shall be disallowed from any fee or compensation to contractor.

17. RIGHT TO REJECT PROPOSAL

Notwithstanding anything to the contrary contained herein, LUMA reserves the right, in its discretion, to reject and not review any Proposal which does not comply with or meet the requirements set out in the RFP.

Notwithstanding anything else contained in the RFP, express or implied, LUMA may procure the services in such manner as it may elect, in its discretion, and reserves the following rights, in its discretion to:

- reject or select a Proponent for negotiations or submission of a BAFO;
- request clarifications or enter into discussions or negotiations in respect of the services with one or more Proponents or their respective partners, consortium members, or joint venturers at any time;
- enter into one or more agreements for the supply or performance of all or any part of the services with one or more Proponents or their respective partners, consortium members, or joint venturers, upon the same or different terms and conditions as set forth in the RFP or a BAFO, for the purpose of obtaining the best agreement possible for all or any part of the services that LUMA, in its discretion, deems to be in LUMA's best interests;
- discuss the terms of a Proposal submitted by a Proponent for the purposes of clarification and negotiation, which discussions may or may not result in the final agreement entered into between LUMA and Proponent being substantially different from the terms and conditions of the RFP;
- cancel all or any portion of this Proposal process at any time, without prior notice to Proponent, and procure the services, or any portion of the services, by some other means or obtain all or any portion of the services from one or more potential Proponents or any other third party or parties of LUMA's choice and on terms and conditions of LUMA's choosing; and
- enter into a contract (including a contract which is substantially the same as the contract draft) in respect of the services, or a portion or portions thereof, with any other third parties.

18. CONFIDENTIALITY OF RESPONSES & PROPRIETARY INFORMATION

Upon completion of the RFP process, LUMA will make its report public regarding the procurement and selection process, which shall contain certain information related to this RFP process, except trade secrets and proprietary or privileged information of the Proponents. Information considered trade secrets or non-published financial data might be classified as proprietary by the Proponents. In order to ensure that documents identified by Proponents as confidential or proprietary will not be subject to disclosure by LUMA, Proponents are required to submit a redacted copy of their Proposal. The redacted copy must include a written explanation of why such labeled documents are confidential or proprietary, including why the disclosure of the information would be commercially harmful, specifically refer to any legal protection currently enjoyed by such information and why the disclosure of such information would not be necessary for the protection of the public interest, and request that the documents so labeled be treated as confidential by LUMA. LUMA reserves the right to make public the redacted copies of the Proposals at the conclusion of the RFP process. If a redacted copy is not submitted by a Proponent, LUMA will assume that the original copy of the Proposal can be made public. Proposals containing substantial contents marked as confidential or proprietary may be rejected by LUMA. Provision of any information marked as confidential or proprietary shall not prevent LUMA from disclosing such information if required by law. The executed contract(s), if any, and all prices set forth therein shall not be considered confidential or proprietary, and such information may be made publicly available.

19. CONFLICT(S) OF INTEREST

Any contract awarded under this RFP will preclude the selected Proponents from representing before LUMA any Proponent other than those Proponents who may be assigned under this contract during its effectiveness.

An apparent conflict of interest is an existing situation or relationship that would cause a reasonable person to

think that a Covered Party's judgment is likely to be compromised because the Covered Party, their agent, any member of his or her immediate family, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or would derive a tangible benefit from a decision or action to be taken by LUMA or PREPA, including but not limited to contract awards. A Covered Party is a parent company, affiliate, or subsidiary organization of PREPA or LUMA.

Proponent certifies that:

- none of its representatives are employed by and receive payment or compensation for such employment from any governmental agency, body, public corporation or municipality of Puerto Rico;
- no Puerto Rico government employee has any personal or economic interest in this Proposal;
- it may have service contracts with other governmental agencies, bodies, public corporations, or municipalities of Puerto Rico, but such contracts do not constitute a conflict of interest for Proponent; and
- to the best of its knowledge, at the time of this RFP publishing date, it does not have any other contractual relationship that could be deemed to constitute a conflict of interest with LUMA or with public policy.

Proponent acknowledges that it has a duty of ethical behavior towards LUMA. Such duty includes that Proponent shall not have interests that conflict with LUMA's interest in this Proposal or the services performed pursuant to this Proposal. Those conflicting interests include:

- the representation of clients which have, or may have, interests opposed to those of LUMA in relation to the services (if applicable based on the type of services to be performed by the Proponent);
- when Proponent's conduct is described as such in the canons of ethics that may be applicable to the Proponent and its personnel or in the laws or regulations applicable to the Proponent and its personnel assigned to the services; or
- when the Proponent, persons that control the Proponent, or Proponent's employees, directors, or officers directly or indirectly, for themselves or any other third party, obtain, request or give to LUMA or an employee, officer, director or agent of LUMA, any profit, utility, advantage or gain by way of improper acts or exercise of undue influence.

Proponent agrees to avoid even the appearance of a conflict of interest. The mere appearance of a conflict of interest shall constitute sufficient cause for the rejection of a Proposal(s). LUMA will cancel any contract executed pursuant to this RFP in the event of a conflict of interest, or if the appearance of a conflict of interest is not cured immediately to LUMA's satisfaction.

Proponent shall have the continuous obligation to disclose to LUMA if any relationship with third parties could represent a conflict of interest with LUMA in connection with this RFP or the services.

20. SUBMITTAL OF ADDITIONAL INFORMATION

20.1 Rejection of Submittals; Cancellation of RFP and Waiver Informalities

This RFP process does not constitute a commitment by LUMA to award the RFP and execute a contract. LUMA reserves the right to accept or reject, in whole or in part, and without further explanation, any or all Proposals submitted and/or cancel this solicitation and reissue this RFP or another version of it, if it deems that doing so is in LUMA's best interest.

LUMA reserves the right to waive minor informalities or deviations in a Proposal if in the best interest of LUMA and if they do not affect the technical and professional requirements, payment terms, deliverables, warranties, and the contract terms and conditions.

20.2 Ownership of Submittal

All materials submitted in response to this RFP shall become the property of LUMA. Selection or rejection of a submittal does not affect this provision.

20.3 Cost of Preparing Responses

All costs associated with the response to this RFP are the sole responsibility of the Proponent. Neither LUMA, PREPA, the Government of Puerto Rico, nor any of its instrumentalities or entities of the Federal Government will be responsible for any expenses incurred or for the disclosure of any information or material received in connection with this RFP.

20.4 Proposal Errors, Omissions, and Modifications

A Proponent may modify or withdraw its Proposal at any time before the due date (closing date in PowerAdvocate®) as established in the RFP Timeline. All modifications must be made in writing and will be submitted in the same manner as the original Proposal per the terms of this RFP. The Proponent shall submit its modified Proposal along with a cover letter with the modified RFP and shall include Proponent's name, contact information, mailing address, submission date, modification number, and the Project Title.

Timely withdrawal of a Proposal does not preclude Proponent's right to submit another Proposal provided if it is submitted by the due date. Withdrawals must be notified before the due of the Proposals, in writing, through the **Messaging** tab, or by deleting the uploaded Proposal documents from the event before the closing date of the RFP.

LUMA reserves the right to reject a Proposal that contains a non-minor error or omission. LUMA also reserves the right to request corrections of any minor errors or omissions and/or to request any clarification or additional information from any or all Proponents. The determination of a non-minor or minor error or omission will be at LUMA's sole discretion.

21. NO LOBBYING, NO COLLUSION, & NO PROHIBITED ACTS

Neither the Proponent nor any member of their team, including their respective directors, officers, employees, consultants, agents, advisers, or representatives (as it relates to the project or RFP) is allowed to participate in any way or in any type of political or other lobbying; nor can they communicate in any way with any representative of the Evaluation Committee or any LUMA employee, including any Restricted Party such as any director, officer, employee, agent, advisor, staff member, consultant, or representative of any of the aforementioned parties, as applicable, for any purposes, including, but not limited to:

- to comment or try to influence the opinion on the merits of a Proposal, or in relation to the Proposal of another Proponent;
- to influence, or to try to influence, the result of the RFP phase, or the competitive selection process, including the review, evaluation, and classification of the Proposals, the selection of the selected Proponent, or any negotiation with the selected Proponent;
- to promote their interests or those of the Proponent in the project, including the interests of another Proponent;
- to criticize or comment on aspects of the RFP, the competitive selection process, or the project, in any way that can give a competitive advantage or any other advantage to the Proponent over other Proponent; and,
- to criticize the Proposal of another Proponent.

The Proponent or members of its team shall not discuss or communicate, directly or indirectly, with any other Proponent, or any director, officer, employee, consultant, adviser, agent, or representative of any other Proponent, including any member of the team of any other Proponent, regarding the preparation, content or representation of their Proposals. Proposals will be submitted without any connection (for example, arising from an interest in or from a Proponent or member of a Proponent's team), knowledge, comparison of information, or arrangement, with any other Proponent or any director, officer, employee, consultant, adviser, agent or representative of any other Proponent, including any member of the team of any other Proponent. To ensure this, all potential Proponents must sign and accept a Confidentiality Agreement, prior to having access to any of the documents that have been selected to be protected through the Confidentiality Agreement. The violation of the agreements and instructions included in this section will be enough cause for the rejection of the Proponent's participation in this RFP. LUMA also reserves the right to separate and eliminate definitively the Proponent from LUMA's Registry of Suppliers; this, in addition to the legal and financial sanctions which may be imposed as a result of one or several of the violations previously mentioned.

22. SAFETY, HEALTH, & ENVIRONMENT REGULATIONS

Proponent must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 USC 7401, and the Federal Water Pollution Control Act, 33 USC 1251, and other appropriate requirements of Environmental Protection Agency Regional Office. Also, the contractor must comply with the Safety and Health Regulations 29 CFR 1926 and 29 CFR 1910, and other appropriate requirements of Occupational Safety and Health Regional Office (PROSHA) and Federal Office (OSHA).

23. DEBARMENT, SUSPENSION, & INELIGIBILITY

Federal regulations restrict LUMA from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Proponents can verify their status and the status of their principals, affiliates, and subcontractors at www.SAM.gov. A copy of their current status should be submitted with their Proposal.

24. ATTACHMENTS & EXHIBITS

- Attachment A – PowerAdvocate® Guide
- Attachment B – Notice of Intent to Bid
- Attachment C – Draft Contract
- Attachment D – Question and Answer Form
- Attachment E – Map
- Attachment F – Response Sheet
- Attachment G – Pricing Sheet
- Attachment H – LUMA’s Vendor Registry Requirements