

# **Request for Proposal**



**LUMA RFP 135530 – Energy Efficiency and Demand  
Response Program Implementation  
Issued by LUMA Energy ServCo, LLC**

**Date Initial RFP Issued: August 17, 2022  
Proposal Submissions Due: September 09, 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 must 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 Energy is seeking a program Implementation Contractor(s) to manage and deliver LUMA’s portfolio of new Energy Efficiency & Demand Response (EE/DR) programs and initiatives.

This Request for Proposal (“RFP”) is issued to solicit Proposals from responsible and qualified companies (“Proponent”) to complete the work outlined in this document. LUMA operates at 78 sites across the island of Puerto Rico, including Culebra and Vieques.

On December 10, 2020, the Puerto Rico Energy Bureau (PREB) adopted a final Regulation on Demand Response<sup>1</sup>. On January 5, 2022, the Energy Bureau adopted a final Regulation on Energy Efficiency<sup>2</sup>.

Puerto Rico has never had utility-sponsored EE/DR programs. For this reason, LUMA and stakeholders argued for a “transition period” during the first two years of EE/DR program implementation to build market readiness and prepare necessary program infrastructure before programs begin implementation at full-scale. On June 21, LUMA submitted its *Transition Period Plan for EE/DR*<sup>3</sup>, which provides detail on each program LUMA intends to launch over the next two years, along contextual information bidders will find useful.

Below are key elements of the Transition Period Plan (TPP):

- The timeline established for program launch is Fall, 2022. However, the exact date will vary pending regulatory approval of an additional funding mechanism for incentives/rebates, which is expected to be an Energy Efficiency Rate Rider. It is expected that the Education & Outreach and Emergency Demand Response Programs will be launched first (as no additional funding is required), with additional rebate programs launched later in Program Year 1.
- The Regulation establishes planning targets for efficiency savings to be acquired during each year of the Transition Period: 0.1 percent in the first year; and 0.25 percent in the second. LUMA’s Transition Period portfolio was designed to a scale roughly corresponding to these savings targets. However, no primary market research has ever been conducted from which to accurately estimate energy savings in Puerto Rico’s buildings, which have different characteristics from those elsewhere. Market Baseline and Potential Studies are currently being conducted by PREB, which are expected inform energy savings performance targets after the Transition Period.
- The utility has no existing EE/DR programs so all “program infrastructure” (systems, materials,

<sup>1</sup> <https://energia.pr.gov/wp-content/uploads/sites/7/2020/12/Resolution-NEPR-MI-2019-0015-2.pdf>

<sup>2</sup> <https://energia.pr.gov/wp-content/uploads/sites/7/2022/01/20220105-MI20210005-Resolution-and-Regulation.pdf>

<sup>3</sup> <https://energia.pr.gov/wp-content/uploads/sites/7/2022/06/Motion-Submitting-Proposed-EE-DR-Transition-Period-Plan-NEPR-MI-2021-0006.pdf>

procedures, etc.) will need to be created from scratch, however these are not all expected to be fully ready for initial program launch. For instance, initial program launch may involve a pdf application process prior to development of a customer application web portal. The main objective is to launch programs quickly at small scale, while developing these systems in parallel. Bidders should consider a phased approach to program development that begins with a minimum viable product for quick launch.

- The Regulation removes cost-effectiveness screening requirements for programs and measures during the Transition Period. The Plan was designed with programs and measures that are generally known to be cost-effective.
- After the implementation of the TPP, LUMA will seek approval for an comprehensive, full-scale 3-Year EE-DR Plan to cover the period beyond the Transition Period. This new 3-Year-Plan will build off lessons learned from the Transition Period and the Baseline & Potential Studies to expand LUMA's portfolio of EE/DR programs.
- For more information, please review the regulatory dockets listed below:
  - o Regulation for Energy Efficiency (NEPR-MI-2021-0005)<sup>4</sup>
  - o Regulation for Energy Efficiency and Demand Response (NEPR-MI-2019-0015)<sup>5</sup>
  - o Puerto Rico Test for Demand Response and Energy Efficiency Docket (NEPR-MI-2021-0009)<sup>6</sup>

## 2.1. Transition Period Plan Objectives

The primary objective of the Transition Period is to launch quick-start programs that build market readiness prior to beginning a full-scale, comprehensive portfolio of EE/DR programs delivered on a standard 3-year program cycle.

In developing the TPP, LUMA synthesized regulatory and policy directives into a list of primary Transition Period Objectives, shown in Table 1, for guiding the development of the TPP and the selection of programs. These are provided here for informative context about LUMA's priorities around EE/DR programs.

**Table 1. Objectives for EE-DR Program Selection for the TPP**

Category	Transition Period Objectives	Description
<b>Customer</b>	Energy/Bill Savings	Include measures that achieve bill savings or provide education on savings opportunities
	Ease of Participation	Easy for customers to enroll and participate
	Customer Equity/Access	Provide options for low-income and small business customers
<b>Market/ Economic</b>	Contribute to Workforce Development	Provide local jobs, training and/or stimulate economic activity for local companies
	Raise Energy Education and Awareness	Provide information to raise customer awareness of benefits of EE/DR and how to participate
	Fill Gaps in Market	Provide services that are not already being offered by other programs (e.g., DDEC programs).
<b>Regulatory</b>	Cost-effectiveness	Programs that are generally known to be cost-effective.
	Quick-Launch Program	Programs that are possible to launch during the Transition Period.

<sup>4</sup> <https://energia.pr.gov/en/dockets/?docket=nepr-mi-2021-0005>

<sup>5</sup> <https://energia.pr.gov/en/dockets/?docket=nepr-mi-2019-0015>

<sup>6</sup> [https://energia.pr.gov/numero\\_orden/nepr-mi-2021-0009/](https://energia.pr.gov/numero_orden/nepr-mi-2021-0009/)

	Savings Potential (scalability)	Programs that have the potential to scale up and achieve high savings to meet IRP targets.
<b>Program Administrator</b>	Timeline/Ease of Implementation	Programs that are not too complex to set up and launch during the Transition Period.
	Market/workforce readiness	Local availability of equipment and/contractors for installation.

## 2.2. Transition Period Programs

The following section provides a brief overview of the anticipated portfolio of programs during the Transition Period. Note, the Street Lights program is already underway and is not part of this solicitation.



### 2.2.1. Education & Outreach

- 1) Education and Outreach Program (Year 1 Launch).** The Education and Outreach program is comprised of educational tools, information resources, and outreach initiatives to increase customer and stakeholder understanding of energy efficiency and demand response technologies for achieving energy bill savings. Messaging will be delivered through various channels and will include information on energy reduction actions, bill savings and other program offerings (once available). The program will include online informational tools and resources, community initiatives and/or grant projects.

### 2.2.2. Residential Portfolio

The Residential portfolio is expected to include the following programs and initiatives: Residential Rebate, In-Store Discount and Battery Demand Response. Each of these is described below.

- 1) Residential Rebates Program (Late Year 1 Launch).** The Residential Rebates program will provide prescriptive financial incentives for purchasing and installing high efficiency measures, including lighting, air conditioning, water heating and limited appliance measures. Customers will submit their rebate application by mail, email or online to LUMA (depending on application system capabilities).
- 2) In-Store Discounts Program (Year 2 Launch).** The In-store Discounts Program will offer a point-of-sale discount for eligible measures at participating retail stores. Customers will receive an instant discount at participating retailers for purchasing eligible measures. The program will start with low-cost measures such as lighting, potentially expanding to HVAC, water heaters, and appliances as demand from retail stores and funding allow.

- 3) **Battery Demand Response Program (Year 2 Launch).** This program will target residential customers with behind the meter (BTM) batteries and provide incentives for load shifting to batteries during DR event periods. Participants will be provided with an incentive (\$/kWh) for incremental load shifting to batteries during DR event periods (beyond their baseline load shift patterns). This program will develop and test operational procedures for leveraging distributed batteries as a demand response resource.

### 1.2.3 Commercial & Industrial Portfolio

The Commercial & Industrial portfolio is expected to include the following programs and initiatives in Year 1 (Business Rebates, Emergency DR) and Year 2 (Economic DR) of the Transition Period. Each of these is described below.

- 1) **Business Rebates Program (Late Year 1 Launch).** The Business Rebates program provides customers a prescriptive financial incentive for purchasing and installing eligible measures such as HVAC, lighting, water heating, pumps VFDs, etc. Customers will submit their rebate application by email or online to LUMA.
- 2) **C&I Emergency Demand Response Program (Year 1 Launch).** Under this program, customers voluntarily reduce load and/or shift load to back up generators during DR events, triggered by reliability/emergency conditions on the grid, to avoid or reduce load shedding events. In the near term, the program will target the largest C&I customers with backup generators and will subsequently be offered to a larger segment of C&I customers.
- 3) **C&I Economic Demand Response Program (Year 2 Launch).** This program includes voluntary load reduction and/or load shifting to back-up generators during DR events triggered by economic conditions (high energy prices). Customers will be notified of DR events a day in advance and incentivized to reduce/shift load during critical event periods.

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 RFP 135530 – LUMA Energy Efficiency and Demand Response Program Implementation, it will be effective for two (2) years from the effective date of the contract. The contract may include the option for three (3) one-year extensions, if mutually agreed by both parties and subject to Proponent’s satisfactory performance, the availability of funds, and the required authorizations, according to LUMA’s rules and regulations.

A draft of the LUMA General Service Agreement contract, excluding service descriptions and associated pricing details that will be determined during the contracting phase, will be included with this RFP as Attachment D – Draft Contract. Section 11.1.5 “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 E – Notice of Intent to Bid, proponent will not be considered after submission date. 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”, August 26, 2022 at 8:00 pm (AST).

## 6. REQUEST FOR PROPOSAL SUBMISSION

Proponent shall submit its Proposal through the corresponding tab of the RFP 135530 event 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.

In addition to the above, Proponents must provide:

- A copy of each of the following sections of the Proposal through the tab of the event No. 135530 on PowerAdvocate® as indicated below. Proponents must upload all applicable supporting documents or attachments of each section in the corresponding tab.

Proposal Section	PowerAdvocate® Tab
11.1.1 Cover Letter & Table of Content	Commercial Data
11.1.2 Company Information	Commercial Data
11.1.3 Approach to Services Fulfillment	Commercial Data
11.1.4 Response Sheet	Pricing Data
11.1.5 Draft Contract	Commercial Data
11.1.6 Supplementary Information	Commercial Data
11.1.7 Redacted Copy	Commercial Data
11.1.8 Requirement of Legal Entities	Commercial Data
11.1.9 Required Qualifications of Proponent	Commercial Data
11.1.10 Bonding Capacity	Commercial Data

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](mailto: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.

### 6.1 Question & Answer Period(s)

Proponent may submit question(s) to LUMA for explanation or interpretation of any matter contained in this RFP



through Question and Answer (“Q&A”) period, 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 135530 event.

Proponents must submit their questions in the Q&A form included in Attachment B. 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.

## **6.2 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®.

## **6.3 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:

**Vikmar A. Acevedo, Procurement Specialist - Services**  
**Eric M. Plasencia, Supervisor Ops Procurements - Services**

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.

## **6.4 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.

## 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.

<b>Milestone</b>	<b>Targeted Timeline (To be executed no later than)</b>
Request for Proposal issued	Thursday, August 17, 2022
Intent to bid document due, attached via the <b>Messaging</b> tab in PowerAdvocate	Friday, August 26, 2022
Q&As: Question(s) from Proponent due, via the <b>Messaging</b> tab in PowerAdvocate®	Wednesday, August 31, 2022
Q&As: LUMA to answer question(s)	Tuesday, September 06, 2022
<b>RFP proposal submission due</b> , via the PowerAdvocate® tabs noted in Section 6 “Request for Proposal Submission”	<b>Friday, September 09, 2022</b>
LUMA to notify of selection of one or more Proponents to enter negotiations	Tuesday, September 30, 2022
LUMA to issue award of business	<b>To be determine (TBD) upon completion of the negotiation phase</b>

Proposal submissions that have not been completely uploaded by September 09, 2022, 6:00 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:

- Execute services with efficiency and accuracy, while maintaining continuous availability of trained and experienced staff, technical support personnel, and subject matter expertise as well as expertise in operating on the island of Puerto Rico
- Provide quality services, delivered on-time and according to required specifications
- Source and manage subcontractors and supply as required to achieve operational and project-based initiatives
- Adhere to all relevant safety regulations for the industry with a demonstrated safety culture and program
- Engage in continuous improvement programs, including cost avoidance, reductions, savings, and opportunities to improve services
- Utilize industry best practices, processes, and enabling technologies to provide transparency, and the services of the highest quality to LUMA.

## 9. KEY CONSIDERATIONS

- Please carefully review the Transition Period Plan, especially the section titled “Local considerations and barriers” of the TPP (Page 7).
- This RFP covers all Transition Period Programs, however, there is uncertainty about the timing of launch of each program.
  - The Education & Outreach Program is expected launch first in Fall, 2022.
  - LUMA has budgeted for program startup related activities to prepare for launching the remaining programs. However, the specific launch date for the rebate programs is contingent upon receiving additional funding.
  - Please prepare your bid under the assumption that additional funding will be secured for rebates.
  - There is some degree of flexibility to reallocate funding across programs to accommodate changing market/regulatory conditions.
- Proponents should submit proposals only for the energy efficiency and demand response programs within LUMA’s Transition Period Plan. Proponents may also propose additional innovative program design, administration and/or delivery services that are not specified in the Plan or this RFP.
- EE programs are nascent in Puerto Rico, with a high degree of uncertainty around market readiness, federal funding opportunities, regulatory requirements and customer preferences. This will require program administration and delivery strategies that are flexible and adaptable. LUMA is seeking a program delivery partner with the capability of adapting to changing circumstances and guiding LUMA through this period of uncertainty.
- Proponents responding to this Request for Proposals (RFP) may propose as a prime contractor to deliver the full portfolio of programs or individual programs. LUMA will select either one prime proponent to deliver the full portfolio, or separate prime proponents to deliver the separate programs.
- The prime proponent(s) will hold the contract directly with LUMA, will be responsible for providing program implementation services as described in this RFP, and for managing its subcontracted team members that may perform portions of the program services and for meeting all contracted performance obligations.
- Lead Proponents are encouraged to team with other firms to provide a complete and compelling package of services designed to reach and assist all potential program participants, trade allies, and vendors, and to equitably deliver the services across Puerto Rico.

## 10. SCOPE OF SERVICES

LUMA requires the Proponent to complete the following services in accordance with the requirements below. Final determination of the details of the scope of services will be made during contract negotiations.

### 10.1 Scope of Services

Proponent will provide turnkey program implementation services related to the Energy Efficiency and Demand Response programs. The following services are included in the scope of this RFP:

#### 10.1.1 Program Design

It is expected that Programs will be designed in collaboration with the Implementation Contractor. The TPP

establishes initial program plans, but the successful Proponent will be expected to develop final program design details including but not limited to incentive levels, measure lists, delivery approaches, marketing strategies, etc. In consultation with LUMA, the successful Proponent will develop an Implementation Plan for each program. The Implementation Plan will be an updated, expanded revision of the Program Plan (from the TPP) reflecting the final modifications to the program design, along with a detailed roadmap for program launch.

#### **10.1.2. Program Materials Development**

Proponent shall develop and update all program materials required to deliver each program, in collaboration with LUMA. Review and updates of program materials will occur semi-annually, as requested by LUMA, or as determined necessary.

Proponent shall develop and maintain all forms, brochures or content for participants, contractors and/or retailers, as applicable, including, but not limited to, application forms, participation agreements, consent forms, compliance forms, and terms and conditions for each program. The Proponent shall develop and maintain a brief Policies and Procedures Manual for each program.

All materials must follow LUMA's branding and marking guidelines.

#### **10.1.3. Marketing and Customer Engagement (MCE)**

Proponent will be responsible for planning, designing, executing, managing, documenting, and reporting marketing and customer engagement activities (MCE) required to raise awareness of programs and recruit participating customers. MCE activities will be conducted under the guidance of and in partnership with LUMA. While it may be determined that it is more feasible for some marketing activities to be conducted by LUMA, Proponent(s) should assume this responsibility for the purposes of this RFP.

All aspects of marketing planning, design and implementation, marketing plans, materials, and outreach activities, including all customer-facing aspects of the initiative, must be consistent with Puerto Rico law, as well as reviewed and approved by LUMA.

The Proponent will develop an MCE Plan in collaboration with LUMA. The MCE Plan will consist of strategies, tactics, and timelines for promoting each program and recruiting program participants. The Proponent's responsibilities related to marketing and customer engagement will include the following:

- Development of the marketing plan, including strategies, tactics, roles and responsibilities, timeline, tracking metrics, budget, etc.
- Creation, design, print and distribution of collateral
- Planning and executing program launches, announcements, webinars, or other events
- Develop content for program communications
- Webpage development
- Social media posting
- Media releases
- Monitoring and report on key performance indicators and targets
- Participate in the evaluation of the effectiveness of the MCE Plan

#### **10.1.4. Application and Incentive Processing**

Proponent shall have the responsibility to ensure that incentive applications and payments are processed, issued, and tracked in a timely fashion and with a high level of accuracy.

Proponent will implement a redemption and payment process while screening all applications for eligibility, such as follows:

- Collection of proof of purchase, contact information, and other application information from the customer. All data will be stored securely, will not be shared for any purpose other than use in this program, and will follow LUMA's policies and procedures on handling customer information.
- Validation of customer-submitted information against pre-defined criteria to determine whether the customer or product qualifies for an incentive.
- Review of previously submitted incentives against all past claims associated with customer's service address to prevent duplication.
- The ability to process paper applications manually if necessary initially, with a detailed explanation of the extent of LUMA's involvement in the overall process.
- Proponent will be expected to assist in the development of a customer-facing rebate application web portal during the Transition Period. It is anticipated that a new module within LUMA's existing Case Management Platform (currently use for NEM applications) will be developed for EE/DR application processing.
- Proponent will communicate with customers to resolve issues related to incentive redemption.
- Issuing of payments to customers within time frames established by LUMA.
- Reporting of metrics related to the issuing of incentives. Reporting criteria, cadence, and format will be determined by LUMA.

#### **10.1.5. Trade Ally Outreach and Management**

Proponent shall conduct the recruiting, enrollment, training, management, and ongoing communications with trade allies, including the following as applicable:

- Ensure trade allies meet program eligibility, licensing, and certification requirements.
- Ensure trade allies complete program onboarding and training requirements.
- Provide program-specific training and communication to trade allies regarding customer application processes and systems, project requirements, program changes, and QA/QC protocols.
- Be responsible for managing and resolving all issues related to trade ally performance and adherence to program policies, procedures, and requirements.

#### **10.1.6. Participant Call Center**

Proponent shall set-up and manage a Customer Call Center (with bilingual call agents) that will be available to handle participant inquiries during business hours (Monday to Friday, from 8:00 am to 5:00 pm AST). The Proponent shall develop and implement procedures to manage and resolve participant complaints and escalations, to be submitted for approval by LUMA, and shall track and report the status and number of escalations being managed.

#### **10.1.7. Demand Response Specific Services**

Proponent shall be responsible for the following additional services specific to Demand Response (DR) Programs. It is anticipated that these services will be conducted manually for a small number of large C&I customers during Program Year 1. These activities are expected to become more sophisticated in Program Year 2 as auto-DR and DERMS capabilities are developed.

- DR customer recruitment and communications, in coordination with LUMA Key Accounts team.
- DR event scheduling, customer notification, dispatch communications, and performance reporting. These activities will be conducted in coordination with LUMA's System Operations

team. It is expected that event dispatch will be conducted manually until auto-DR and DERMS capabilities are developed.

- Event baseline and savings performance calculations.
- Customer incentive payment processing, data tracking and reporting.
- Provide advisory support on technology enablement and installation (as needed).

#### **10.1.8. Communications**

Proponent shall have staff with program-specific knowledge available to respond to LUMA inquiries during business hours (Monday to Friday from 8:00 am to 5:00 pm AST) and have a resource available for LUMA inquiries outside of business hours.

Proponent shall organize, lead, and manage logistics of weekly, monthly, and mid-year meetings to discuss the progress of each program and portfolio.

Proponent shall be expected to provide updates on the following, at a minimum for each program:

- Participation and measure uptake
- Customer service metrics (e.g., application and payment processing timelines)
- Customer complaints and escalations
- Tracking to budget and participation forecast
- Issues and mitigation strategies
- Progress on any deliverables identified by LUMA or the Contractor
- Stakeholder communications and outreach

Proponent shall attend meetings as requested by LUMA to review and discuss program administration and/or performance and available to conduct periodic stakeholder meetings.

#### **10.1.9. Database Tracking**

Proponent shall develop and maintain an accurate, centralized, and standardized database of all relevant information collected from each project, for each program. It is expected that basic Excel databases will be sufficient for data tracking during the Transition Period as project volume will be lower. The specific format and contents of data tracking and reporting templates must include all data required to meet LUMA's reporting and evaluation requirements. It is expected that the Regulator will produce a Technical Reference Manual during the Transition Period and proponent will be expected to participate in the review process.

Proponent shall provide monthly, quarterly, and annual data tracking extracts in an agreed upon format, which must reconcile with invoices. The measure reports will include each program's applicable project and measure data including but not limited to:

- Details of each measure incentivized
- Incentive per measure
- Equipment and installation cost
- Annual and lifetime electricity savings (kWh) and demand savings (kW) per measure
- Participant and contractor contact information, as applicable
- Dates of participant incentive applications received, approved, and paid

LUMA currently utilizes an existing "Case Management System" to manage application intake and tracking for the Net Energy Metering Program. It is anticipated that LUMA will configure a new Portal within this platform for EE and DR applications during the Transition Period. LUMA will require the Implementation Contractor's support in developing business requirements for this EE Application Portal.

#### **10.1.10. Evaluation, Measurement & Verification**

Proponent shall be required to participate in evaluation activities with any third-party evaluation, measurement and verification consultants. Activities may include, but are not limited to, site visits, process interviews, and provision of documentation.

#### **10.2. Geographic Scope**

Activities will be completed in Puerto Rico, with exceptions subject to specific approval by LUMA.

#### **10.3. Resourcing Requirements & Specifications**

Proponent shall maintain an office in San Juan, Puerto Rico and include Puerto Rico based staff.

##### **10.3.1. Quality Control Process**

Proponent shall develop and implement industry standard quality assurance and quality control (QA/QC) procedures to ensure quality services are provided to customers, to ensure the accuracy of reported energy savings and to enable program evaluation and must provide a document to LUMA outlining these procedures for each program.

Proponent shall be expected to submit periodic QA/QC reports detailing activities completed, issues identified and recommended improvements.

##### **10.3.2. Reporting & Documentation**

Proponent shall provide monthly internal status reports on key metrics for each program, including the following:

- Identification of hours by resource (Proponents and any subcontractors) for all phases and all major activities.
- Participation and measure uptake.
- Annual energy and demand savings by measure and project.
- Program spending broken out by category (e.g., incentives, marketing, administration, etc.)
- Application processing metrics (application and payment processing timelines)
- Customer calls received, complaints and escalations.
- Marketing and customer engagement activities planned and executed.
- Tracking to budget and participation forecast.
- Issues and mitigation strategies.
- Progress on any deliverables identified by LUMA or the Proponent.
- Anticipated challenges, hurdles, etc. to completing current identified service commitments with quantified changes in delivery dates, associated billing, etc.
- Anticipated changes in the Proponent's staff committed to the project.

Proponent shall provide quarterly and annual reports, to be submitted to the Regulator, including the following (among other requirements as determined by LUMA or the Regulator):

- All monthly reporting requirements aggregated to quarterly or annual results.
- Recommendations for changes or additions to measures incentivized in the program.
- Recommendations for the changes to program design and delivery strategies.
- Summary of program performance relative to forecasted performance.



- Review of issues, mitigation actions and lessons learned.

### **10.3.3. Invoicing**

Except as otherwise set forth herein or otherwise agreed to by LUMA and selected Proponent, all complete and undisputed invoices shall be due and payable within 45 days of receipt by LUMA. LUMA may withhold payment of any charges if, at LUMA's sole discretion, documentation or additional support is needed or LUMA disputes in good faith the invoice, in whole or in part. LUMA may set off amounts selected Proponent owes LUMA as credits against charges payable to selected Proponent under the contract.

### **10.4. Payment Structure**

The Contractor will be paid for service delivery costs on a time and materials basis. It is expected that a small portion (~10%) of the Proponent's payment structure will be performance-based. Performance metrics and targets for this contract will be determined once LUMA's performance metrics are defined with PREB.

## **11. 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.

### **11.1. Proposal Requirements**

See Section 6 "Request for Proposal Submission" for details. Proponents must upload their completed Proposal documents in the corresponding PowerAdvocate® tab, as noted in Section 6 "Request for Proposal Submission". 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



### **11.1.1. Cover Letter and Table of Contents**

Provide a cover letter and certify that the information submitted in the proposal is true and accurate, and that the person signing the cover letter is authorized to submit the proposal on behalf of the Proponent. Clearly identify the designated contact person for the proposal and provide their telephone number and email address.

Include a table of contents that clearly identifies the location of all material within the proposal by section and page number.

### **11.1.2. Company Information**

- 1) Provide general information regarding its experience and capacity as related to the services in this RFP. Provide, at a minimum:
  - Company background
  - Company vision, mission and/or values
  - Company's involvement in the Puerto Rican community (including any brochures, process, or documentation)
  - Years of relevant experience
  - Locations of current operations
- 2) Provide three (3) customers where similar services are provided, including a brief description of the services provided and number of years as a customer. If needed, Proponent may provide customer industry in lieu of customer if confidentiality is required.
- 3) Provide audited financial statements from the last two fiscal years, with accompanying footnotes. If not available, provide interim unaudited financial statements, with accompanying footnotes.

### **11.1.3. Approach to Services Fulfillment**

- 1) A statement acknowledging understanding of the requirements.
- 2) A list of the Proposer's planned project team, who will be assigned to work on behalf of LUMA, and an explanation for each project team member's role and responsibility.
- 3) Description of the Proponents approach to delivering the Scope of Services for the Transition Period Programs.
- 4) Describe approach to customer service and ensuring customer satisfaction.
- 5) Proposed workplan and timeline for completion of activities required in preparation for program launch.
- 6) Describe how the workplan has been designed in such a way to minimize the startup time of the program.
- 7) Describe specific actions the Proponent could take to support an accelerated start-up.
- 8) Describe the Proposer's experiences with organizations that have successfully prepared for, implemented, and supported new EE/DR programs.
- 9) Describe internal training programs.
- 10) Describe approach for technology use and implementation within LUMA, including sample dashboarding documentation and standard capabilities already established within the organization.
- 11) Describe any value-added services that your organization can provide, including but not limited to continuous improvement programs, innovation, and cost management.
- 12) Clearly state any risks and assumptions within the Proposal, including any support (resources, systems, equipment, etc.) required from LUMA to fulfill the services.

- 13) If a teaming arrangement is being proposed, teaming partner or subcontractor costs should be broken out separately.
- 14) If applicable, state in percentages how implementation tasks will be shared between the Contractor and Subcontractors (i.e., 50% / 50%).

#### **11.1.4 Response Sheet**

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

#### **11.1.5 Draft Contract**

A draft of the LUMA contract template that is intended to be used for this RFP is included as Attachment D – 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 Data** 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.

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. (Reference: LUMA Procurement Manual p. 24, Phase 3: Contract Execution, Step no. 24.)

#### **11.1.6 Supplementary Information**

Proponents 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.

#### **11.1.7 Redacted Copy**

Upload a redacted copy of their Proposal as required in Section 16 “Confidentiality of Responses and Proprietary Information”.

#### **11.1.8 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. More details are included in Attachment F – LUMA's Vendor Registry Requirements.

#### **11.1.9 Required Qualifications of Proponent**

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

- 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).
- 2) Disclose any potential conflicts of interest as described in Section 17 "Conflicts of Interest".
- 3) Document any concerns regarding the qualifications detailed in this RFP.

#### **11.1.10 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.

### **12. 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.

#### **12.1 General (20%)**

The proposal will be evaluated on the following general characteristics:

- Overall quality of the proposal, including strength, responsiveness, professionalism, organization, writing, and clarity.
- Demonstrated understanding of Puerto Rico energy, policy, market, and regulatory context.

## 12.2 Company (30%)

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

- Financial stability, health, and reputation
- Corporate experience, subject matter expertise and success achieving similar business objectives
- Evidence that Proposal team can work effectively and efficiently
- Effectiveness of project team and management structure
- Local presence and/or capabilities
- Demonstration of sufficient resources being devoted to the project
- Demonstration of dedication to project by key personnel
- Demonstration of technical expertise in areas required to complete this project
- Appropriateness of project team members' expertise for assigned tasks
- Experience doing relevant work in Puerto Rico or similar contexts (such as islands, developing countries, Spanish-speaking, and new energy efficiency programs)
- References

## 12.3 Approach to Services Fulfillment (30%)

Proponent will be evaluated on their approach to service fulfillment, including but not limited to:

- Demonstrated understanding of milestones and deliverables
- Demonstration of a comprehensive, sound approach for accomplishing the requirements of this RFP.
- Demonstration of the contractor's technical experience and ability to provide the services.
- Demonstrated understanding of Puerto Rico context.
- Proposal demonstrates understanding of challenges facing new program delivery and presents strategies and approaches to effectively overcome these challenges.
- Involvement and development of local workforce.

## 12.4 Commercial (20%)

Proponent will be evaluated on the following commercial criteria:

- Price
- Competitive and reasonable labor rates, subcontractor costs and other direct costs
- Budget aligned with program functions and proposed approaches to achieve objectives
- 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.

### **13. 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.

### **14. 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.

### **15. SELECTION OF PROPONENTS FOR NEGOTIATIONS**

#### **15.1 Selection Process for Negotiations**

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.

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.

#### **15.2 Negotiation of a Final Agreement**

**15.2.1** 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.

**15.2.2** 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.

**15.2.3** 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.

**15.2.4** 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.

**15.2.5** 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.

**15.2.6** 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.

### **15.3 Non-Selection of a Proponent**

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.

### **15.4 LUMA's Discretion to Select Proponents**

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.

## **16. 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.

## **17. 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.

## **18. 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.

## **19. SUBMITTAL OF ADDITIONAL INFORMATION**

### **19.1 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.

### **19.2 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.

### **19.3 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.

### **19.4 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.

## **20. 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.

## **21. 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).

## **22. 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](http://www.SAM.gov). A copy of their current status should be submitted with their Proposal.

### **23. ATTACHMENTS & EXHIBITS**

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