

Request for Proposal



**RFP 145941 – Retail Fuel Fleet
Issued by LUMA Energy ServCo, LLC**

**Date Initial RFP Issued: July 31, 2023
Proposal Submissions Due: September 01, 2023**

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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

This Request for Proposal (“RFP”) is issued to solicit Proposals from responsible and qualified suppliers of fuel card programs for use with retail fuel distributors in Puerto Rico (“Proponent”) to complete the work outlined in this document.

Currently, LUMA’s Fleet Division within Operations is interested in obtaining a Fuel Card Program that cater to both routine operational fuel services and emergency fuel prioritization situation with a qualified fuel company to supply Standard 87 octane unleaded and Ultra Low Sulfur Diesel (ULSD), with 10,000 cards for various employees within LUMA’s Departments.

Upon commencement of the contract, the successful Proponent shall provide a Fuel Card Program that allows the purchase of quality unleaded and diesel fuels at multiple locations throughout the island of Puerto Rico. The Fuel Card Program must have robust reporting capabilities that are accessible online to assist LUMA in tracking fuel use throughout the fleet and accurate billing detail for ease of payment and reconciliation.

In the event of emergencies or disaster situations, access to fuel becomes crucial for LUMA’s restoration efforts. In the past, Puerto Rico has suffered the effects of disasters that destroyed the island’s power grid, leaving 3.4 million residents without electricity. It was essential to reestablish power as soon as possible to reduce the threat to life, public health, and safety to eliminate/reduce the immediate threat to public and private property. These circumstances demand a comprehensive and responsive fuel retail system that can operate seamlessly even under challenging conditions. Therefore, this RFP aims to establish a contractual agreement with a vendor capable of managing and operating a fuel retail card program during routine operations and emergency situations.

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 Section 11, “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 Retail Fuel Fleet, it will be effective for three (3) years from the effective date of the contract. The contract may include LUMA's option for (2) two additional twelve (12) month extensions 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 Master Supply 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 12.1.4, "Draft Contract", provides details on submission requirements related to the Draft Contract. Issue of a Master Supply Agreement those not guaranteed work and task orders will be issued and become part of the Agreement.

6. 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 F – 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 9, "RFP Timeline" August 11, 2023, proponent will not be considered after submission date.

7. NON-DISCLOSURE AGREEMENT SUBMISSION

Proponents shall submit a signed Non-Disclosure Agreement ("NDA") with their Notice to Intent to Bid on or before August 11, 2023, as described in Section 9 "RFP Timeline". The NDA is included as Attachment J. Proponents will submit the signed NDA via PowerAdvocate® through the Messaging tab of RFP 145941event.

8. REQUEST FOR PROPOSAL SUBMISSION

Proponent shall submit its Proposal through the corresponding tab of the RFP 145941 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 9, "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 event No. 145941 on PowerAdvocate® as indicated below. Proponents must upload all applicable supporting documents or attachments of each section in the corresponding tab.

| Proposal Section | PowerAdvocate® Document Tab |
|--|-----------------------------|
| 12.1.1 Technical Capabilities | Technical Data |
| 12.1.2 Pricing | Pricing Data |
| 12.1.3 Response Sheet | Commercial Data |
| 12.1.4 Draft Contract | Commercial Data |
| 12.1.5 Supplementary Information | Technical Data |
| 12.1.6 Redacted Copy | Commercial Data |
| 12.1.7 Requirement of Legal Entities | Commercial Data |
| 12.1.8 Required Qualifications of Proponents | Commercial Data |
| 12.1.9 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. It is the Proponent's responsibility to ensure that their proposal documents are fully uploaded before the closing date and time of the event.

8.2 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 Question and Answer ("Q&A") periods, as described in Section 9, "RFP Timeline" on or before August 18, 2023. Proponent should submit each question in the Q&A form via PowerAdvocate® through the **Messaging** tab of RFP 145941 event.

Proponents must submit their questions in the Q&A form included as 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 9, "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.

8.3 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®.

8.4 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 – Procurement Specialist
Vinitsa Cosme – Manager, 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.

8.5 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 one hundred and eighty (180) days starting from the RFP proposal submission due date, as specified in Section 9, “RFP Timeline”.

9. 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 (To be executed no later than) |
|--|--|
| Request for Proposal issued | Monday, July 31, 2023 |
| Intent to Bid and Signed NDA document due, attached via the Messaging tab in PowerAdvocate® | Friday, August 11, 2023, by 8:00 PM (AST) |
| Q&A: Question(s) from Proponent due, via the Messaging tab in PowerAdvocate® | Friday, August 18, 2023, by 8:00 PM (AST) |
| Q&A: LUMA to answer question(s) | Friday, August 25, 2023, by 8:00 PM (AST) |
| RFP proposal submission due , via the PowerAdvocate® tabs noted in Section 8, “Request for Proposal Submission” | Friday, September 01, 2023, by 8:00 PM (AST) |
| LUMA expects to notify of selection of one or more Proponents to enter negotiations | Wednesday, November 01, 2023 |
| LUMA expects to issue award of business | Thursday, November 30, 2023, if not Subject to P3A and FOMB approval, if so, Monday, January 08, 2024. |

Proposal submissions that have not been completely uploaded by September 01, 2023, 8:00 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.

10. GENERAL EXPECTATIONS

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

- Execute services with efficiency and accuracy, while maintaining experienced staff, technical support personnel, and subject matter expertise as well as expertise in operating on the island of Puerto Rico.
- Fulfillment of quality services according to required specifications.
- 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 services of the highest quality to LUMA.

11. SCOPE OF SERVICES

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

11.1 Requirements

- 11.1.1 Proponents shall have access to multiple filling stations (no less than 100) available throughout Puerto Rico. Filling stations must have fuel available pay-at-the-pump pump or manned store features open 24 hours a day, 7 days a week, 365 days a year. Filling stations must be able to service a wide variety of vehicles.
- 11.1.2 The proponent should commit to being available and responsive within a specified timeframe when an emergency is identified. This includes the ability to rapidly establish operations to meet the increased demand for fuel in disaster-affected areas.
- 11.1.3 The proponent must have a comprehensive emergency response plan specifically tailored to fuel retail operations during disasters. This plan should align with FEMA guidelines and include strategies for communication, coordination with emergency management agencies, and ensuring the safety of personnel and facilities.
- 11.1.4 Fuels must meet or exceed all Federal, State, Local, and automotive manufacturer's standards. The Fuel Card Program must be in accordance with all applicable laws, codes, and ordinances. Standard 87 octane unleaded, and Ultra Low Sulfur Diesel (ULSD) must be available.
- 11.1.5 Fuel cards must at a minimum collect the following data at the pump, depending on the card setup. Itemized monthly billing must be accurate and include the information collected at the pump for each transaction.
 - a. Date, time, and location of purchase
 - b. Type of fuel purchased
 - c. Number of gallons purchased
 - d. Price per gallon
 - e. Total Cost
 - f. Identify the fuel card used
 - g. PIN used
 - h. Millage on Vehicle
 - i. License plate
- 11.1.6 Fuel cards must be capable of limiting purchases to fuel only and LUMA employee must present fleet fuel card and employment identification for dispatch.
- 11.1.7 Billing for fuel cards must be itemized for each fuel card, by department, and reflect date, time PIN, gallons purchased, and type of fuel.
- 11.1.8 Applications for new fuel cards or cancellation of existing cards must be able to be completed online or via email. Lead time for new cards shall not exceed 5 business days. Cards shall not be activated until receipt is confirmed by the LUMA's Authorized Representative. Cancellation of cards shall be immediate.
- 11.1.9 Fuel Card services must not be disrupted or put on hold without a 60-day written notice to Contract Owner.
- 11.1.10 Fuel Card Program must have online access at no cost to view usage, costs, reports that can be generated daily, weekly, or monthly, etc.
- 11.1.11 Fuel will be served at Proponent's service stations by honoring a fleet card. Said fleet card shall be provided by Proponent to LUMA for its distribution before use.
- 11.1.12 Proponent's stations shall be equipped with a Point-of-Sale System (POS), which shall be able to register and communicate the transactions information in an electronic format.

11.1.13 Proponent's invoice shall include an electronic file in any format required by LUMA in which a description of each transaction is registered. Also, Proponent shall provide a separate file with a report in "portable document format" (PDF), including all transactions. These files shall be submitted by email, directly to the Fleet Management System (Asset Works), or downloadable from Proponent's website. Attachment K – Invoice Transaction Record Layout Example Format is included for reference.

11.1.14 The contractor should maintain accurate records and reporting mechanisms during emergency events. They must be able to provide the necessary documentation for auditing, reimbursement, and compliance purposes.

11.2 Specifications

11.2.1 Proponent guarantees that the fuel supplied complies with applicable specifications as regulated by EPA and EQB for Puerto Rico. LUMA's acceptance of, or agreement to remedial or preventive measures, shall not be interpreted or considered as a waiver of any right or remedy available to it under the law, including, but not limited to, rights to actions or claims for damages caused by Proponent's noncompliance with the fuel specifications, or with any other provision of the Contract.

11.2.2 The fuel to be supplied will be available to LUMA as requested. If Proponent is unable at any time, to supply in full the amounts of fuel required, then it shall supply the balance by which it fails to meet such amounts with a higher-grade fuel acceptable to LUMA and at the same price as that of the herein specified fuel.

11.2.3 LUMA, in determining and establishing the specifications, considers environmental regulations as may be in effect at such time. In the event that during the term of the Contract Federal or Commonwealth of Puerto Rico laws or regulations are modified requiring the use of fuel of different specifications than the fuel contracted for and if these changes require an adjustment in the price of the fuel contracted for; then the Parties shall meet within five (5) business days from the enactment of any such law or regulations to discuss the matter for the purpose of establishing new terms, satisfactory to Parties for the fuel with new specifications. If an agreement cannot be reached prior to the enactment date of the regulations or, if for any reason, Proponent cannot provide the fuel according to the new requirements; then LUMA shall have the right to terminate the Contract without Proponent being entitled to any further compensation except for payment of fuel and services already delivered to and due by LUMA.

11.2.4 If during any delivery Proponent fails to meet the specifications as awarded, LUMA reserves the right, without limiting any other right or remedy it may have under the Contract and/or under the law, to evaluate the deviations and deduct a monetary equivalent from the amounts due to Proponent, establish a claim for nonperformance, or terminate the contractual relationship with Proponent for nonperformance.

11.2.5 Proponent will be held responsible for any fines, penalties, damages, expenses, costs or claims, actions, and causes of actions, which may arise due to the fact that any of the fuel provided by Proponent has deviations or variations from the contracted specification for the same. Therefore, if such circumstance takes place, Proponent will hold and save harmless and will defend LUMA, its officers, agents, and employees, from any claims, actions, causes of actions, damages, costs, fines, penalties, and expenses due to the above.

11.2.6 If Proponent, for any reason, fails to deliver the fuel required as established in the Contract, LUMA may procure the product from any other provider. It shall be understood that LUMA is not waiving any rights or remedies available to it under the law, including rights to any claims or actions for damages caused by non-compliance by Proponent with the terms of the Contract.

11.2.7 LUMA reserves its right to purchase its requirements of gasoline and diesel in other service stations for those sites where Proponent's facilities are not located within a one-mile radius from LUMA's facilities, project home base, or when the type of fuels requested is not offered at Proponent's station.

11.3 Pricing Schedule

11.3.1 Proponent price shall be based on a unit price in US dollars per gallon (\$gallon)* as shown daily at the pump of each Service Station. LUMA shall be credited by the Proponent a discount at the end of the month in combined fuel used which is to be computed using the following volume discount formula:

| Volume per month in gallons* |
|------------------------------|
| 0-5,000 |
| 5,001-10,000 |
| 10,001-20,000 |
| 20,001-30,000 |
| 30,001-40,000 |
| 40,001-50,000 |
| 50,001-60,000 |
| 60,001-70,000 |
| 70,001+ |

*Conversion factor between gallons and liters shall be the following: 1 gallon = 3.7854 liters.

11.3.2 Proponent shall provide up to 10,000 fleet cards for LUMA's employees as requested by LUMA Fleet Department during the contract at no cost, and the same shall be valid for the agreement term (including spare fleet cards). All additional new or replacement fleet cards requested after the initial emission of 10,000 fleet cards may incur an additional cost as determined by the Proponent, each to be paid by LUMA. Proponent will not charge for any change of cards required as a result of updates in their operating system or damaged cards.

11.3.3 Payments will be made in U.S. currency within forty-five (45) days after approval of the invoice for fuel delivered and/or issued fleet cards.

11.4 Measurement

The volume of fuel served at Proponent's filling stations shall be that established by the pump meter and should be recorded when filling the information on the Point-of-Sale System (POS). The meter at the pump should have a validated inspection certificate from the Consumer's Affairs Department (DACO), of the Commonwealth of Puerto Rico, at the time of delivery.

11.5 Business Continuity Plan under Emergency Declaration and or Shortage Situations

11.5.1 During an Emergency declaration and or shortage situations event, Proponent shall:

- Offer LUMA Energy various service options for the continuity of the business.
- Identified at least twelve (12) stations in strategic points of the Island for the exclusive use of fleet clients. This number may vary as required or warranted by the magnitude of the event.
- Identified at least ten (10) extra stations in case the first ones are not suitable for operation.
- Provide the specific list of the stations previously mentioned once available.
- Proponent shall factor in and include on its Proposal the ability to store and dispatch gasoline and or diesel fuel, including but not limited to serving during Emergencies and or shortage time.
- Proponent must include the ability to guarantee a combined minimum fuel volume inventory (45% diesel and 55% gasoline) of 63,000 gallons for LUMA fleet units.

11.5.2 The steps LUMA employees need to take after the event would be the following:

- Employee must present fleet fuel card and employment identification. During an emergency declaration and or shortage situations event, LUMA may occupy secondees to help with restoration efforts. They may have a different employment identification and a LUMA provisional identification without a photo. In this case, the employee shall provide both.
- Employee must sign the receipt to confirm the information.
- The station will manually carry a file with the following information:
 - Unit Number
 - License plate
 - Gallons or Liters dispatched
 - Litter's price
 - Total transaction amount
 - Employee ID number
 - Unit mileage
 - Fleet card number
 - Once the system is established, the transaction information will be sent and incorporated into the next invoice. The information provided will be validated with the purchase receipts.

11.6 Transition Planning

Proponent shall be prepared, upon commencement of the contract, to start a transition process, if required.

12. 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 of proposal 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 request additional information or clarifications after the Proposal submission due date as described in Section 9, "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.

12.1 Proposal Requirements

See Section 8, "Request for Proposal Submission" for details. Proponents must upload their completed Proposal documents in the corresponding PowerAdvocate® tab, as noted in Section 8, "Request for Proposal Submission". A table of contents shall be included as requested in Attachment C – "Response Sheet", 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 points (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

12.1.1 Technical Capabilities

12.1.1.1 Company Experience and Capacity

- a) Describe Proponent company experience and capabilities providing similar services to those required. Be specific and detail no more than three projects/contracts: description of work, dates, locations, challenges, and results.
- b) Identify key staff that Proponent will assign to fulfill the contract requirements and manage the account.
- c) Describe Proponent method of customer support, communication, and ability to support effective management of the program.
- d) Provide references of three firms to which similar products/service have been provided within the past five years to a comparable-sized institution or company.

12.1.1.2 Requirements

- a) Provide a list of the filling station locations throughout Puerto Rico, provide the hours of operation for each location, and list if Standard 87 octane unleaded, Ultra Low Sulfur Diesel (ULSD), or both fuels are available.
- b) Describe Proponent Fuel Card Program and how it will meet or exceed LUMA's needs as defined in Sections 11.1.1 to 11.1.12.
- c) Describe the reporting capabilities of the Fuel Card Program. Describe the standard reports and the ability to customize reports. Describe the accessibility of the reports online, how many users are able to create, review and customize reports, and user-definable limits.
- d) Describe the limiting options available to LUMA for the card purchasing. (IE fuel purchase only, limits on type of fuel authorized, limits on gallons per transaction, limits on transactions per day, etc.)

12.1.1.3 Specifications

- a) Describe how the Proponent guarantee that the fuel supplied complies with applicable specifications as regulated by EPA and EQB for Puerto Rico as defined in Section 11.2.1.
- b) Describe how the Proponent would meet the specifications as defined in Sections 11.2.2 to 11.2.7.

12.1.1.4 Measurement

- a) Describe how the Proponent would meet the measurement as defined in Section 11.4.

12.1.1.5 Business Continuity Plan under Emergency Declaration and or shortage situations

- a) Provide a business continuity plan and describe how the Proponent would meet the business continuity requirements as defined in Sections 11.5.1 and 11.5.2.
- b) Proponents are encouraged to submit with the work approach portion of their Proposals a plan for compliance with Section 17.

12.1.1.6 Transition Planning

- a) Provide a transition plan.

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

12.1.2 Pricing

Upload a complete and accurate pricing sheet, included as Attachment G – “Pricing Sheet” onto the **Pricing Data** tab, in Microsoft Excel format. Note that the sheet requires a detailed component breakdown. The price must include all taxes of any kind, such as, but not limited to, sales tax, income tax, duties, franchise tax, or tax imposed for the general privilege of doing business. The Proponent shall be responsible for any process regarding taxes from which LUMA is exempt.

12.1.3 Response Sheet

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

12.1.4 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 contract template for this RFP and the content included in the template may be subject to change. Proponent to upload (in the **Commercial Data** tab) a copy of the draft contract, in Microsoft Word format, which, if applicable, clearly identifies and explains any 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. included in Attachment H).

As part of the submission of any contract redlines, Proponent shall provide a description of their experience related to Section 18 with such grant requirements and affirmatively represent and certify that the Proponent shall adhere to any applicable federal requirements.

12.1.5 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.

12.1.6 Redacted Copy

Upload a redacted copy of their Proposal as required in Section 20, “Confidentiality of Responses and Proprietary Information”.

12.1.7 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 as Attachment E – LUMA's Vendor Registry Requirements.

12.1.8 Required Qualifications of Proponent

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

12.1.8.1 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).

12.1.8.2 Disclose any potential conflicts of interest as described in Section 21, "Conflicts of Interest".

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

12.1.9 Bid Bond

The Proposal must be accompanied by a Bid Bond included as Attachment L made payable to LUMA in the amount of five percent (5%) of the total Proposal Cost. The Bid Bond may be presented by the Proponent in the form of a certified bank check or a Bid Bond in the form attached as Bid Bond. If a Bid Bond is used, it must be issued by a surety appearing in the latest US Department of Treasury's Listing of Approved Sureties (Circular Letter 570) and authorized to do business in Puerto Rico. Bids will remain subject to acceptance for one-hundred and eighty (180) days after the Proposal Due Date. Nonetheless, LUMA, at its discretion, may release a Proposal and return the related Bid Bond prior to that date. The Bid Bond of the selected Proponent will be retained until such Proponent has submitted all documents required for the execution of the contract and such contract has been duly executed by the Proponent and LUMA.

13. 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.

13.1 Experience and Capacity (10 pts)

- 13.1.1 Proponent will be evaluated on the overall Company Experience and Capacity as defined in Section 12.1.1.1.
- 13.1.2 Proponent will be evaluated on the Supplementary Information as defined in Section 12.1.5.

13.2 Approach to Service Fulfillment (25 pts)

- 13.2.1 Proponent will be evaluated on overall Requirements as defined in Section 12.1.1.2.
- 13.2.2 Proponent will be evaluated on overall Measurement as defined in Section 12.1.1.4.
- 13.2.3 Proponent will be evaluated on value-added services.
- 13.2.4 Proponent will be evaluated to clearly state any and all assumptions within the Proposal as defined in Section 12.1.1.7.

13.3 Approach to Account Management (25 pts)

- 13.3.1 Proponent will be evaluated on overall Specifications as defined in Section 12.1.1.3.
- 13.3.2 Proponent will be evaluated on the overall Business Continuity Plan as defined in Section 12.1.1.5.
- 13.3.3 Proponent will be evaluated on the overall Transition Plan as defined in Section 12.1.1.6.

13.4 Company Information & Commercial (40 pts)

- 13.4.1 Proponent will be evaluated on the overall Company Information (Section 12.1.3), including but not limited to Redacted Copy (Section 12.1.6), Requirements of Legal Entities (Section 12.1.7), Required Qualifications (Section 12.1.8) and Bid Bond (Section 12.1.9).
- 13.4.2 Proponent will be evaluated on the overall Financial Information and Reputation as defined in Section 12.1.3.
- 13.4.3 Proponent will be evaluated on Price and Available Discounts as defined in Section 12.1.2.
- 13.4.4 Proponent will be evaluated on comments and revisions to the LUMA Draft Contract and key business terms as defined in Section 12.1.4.

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.

14. 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 using Attachment I 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.

15. 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.

16. SELECTION OF PROPONENTS FOR NEGOTIATIONS

16.1 Selection Process for Negotiations

16.1.1 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.

16.1.2 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.

16.2 Negotiation of a Final Agreement

16.2.1 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.

16.2.2 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.

16.2.3 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.

16.2.4 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.

16.2.5 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.

16.2.6 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.

16.3 Non-Selection of a Proponent

16.3.1 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.

16.4 LUMA's Discretion to Select Proponents

16.4.1 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 may use any one source selection approach as permitted under Puerto Rico laws, regulations, and procedures, and this approach will often differ based on the relative importance of price/cost factors and non-price/cost factors for the procurement. LUMA reserves the right to award the contract to other than the lowest-priced offeror.

17. 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 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.

18. 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 contract draft including these provisions is provided in Attachment D. 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.

19. 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.

20. 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.

21. 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.

22. SUBMITTAL OF ADDITIONAL INFORMATION

22.1 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.

22.2 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.

22.3 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.

22.4 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 date 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.

23. 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, advisor, 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.

24. 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).

25. 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 status shall be submitted with their Proposal.*

26. ATTACHMENTS

Attachment A – PowerAdvocate® Guide
Attachment B – Question and Answer Form
Attachment C – Response Sheet
Attachment D – Draft Contract
Attachment E – LUMA's Vendor Registry Requirements
Attachment F – Notice of Intent to Bid
Attachment G – Pricing Sheet
Attachment H – LUMA Procurement Manual
Attachment I – Proposal Clarification Requests
Attachment J – Non-Disclosure Agreement
Attachment K – Invoice Transaction Record Layout Example Format
Attachment L – Bid Bond Form