



DEVELOPMENT AND COMMERCE

GOVERNMENT OF PUERTO RICO

REQUEST FOR PROPOSALS (RFP)

FOR

**ENERGY AUDITS, EQUIPMENT/APPLIANCES SUPPLY,
AND INSTALLATION SERVICES**

**UNDER THE
INFRASTRUCTURE INVESTMENT AND JOBS ACT OF 2021
WEATHERIZATION ASSISTANCE PROGRAM-BIL**

RFP-DDEC-WAP-2025-002

**PUERTO RICO'S DEPARTMENT OF ECONOMIC
DEVELOPMENT AND COMMERCE**

February 26, 2025

RFP Issued

Due Date: March 19, 2025, at 3:00pm

Proposal

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1. DEFINITIONS/ACRONYMS

The following terms shall have the meanings indicated below, shall apply to both their singular and plural forms:

- **“Addendum”** shall mean the written documents issued by the DDEC to revise, amend or otherwise, modify this RFP.
- **“Consultant”** refers to the experienced personnel appointed by the Respondent that can provide consulting services in the administration of the awarded contract.
- **“DEDC”** means the Department of Economic Development and Commerce, which is the agency that serves as the grant recipient for State Energy Program funds allocated through the U. S. Department of Energy.
- **“Evaluation Committee”** means the qualified technical review Committee appointed by the DEDC to evaluate the Proposals submitted by Respondents.
- **“Inflation Reduction Act (IRA)”** law signed on August 16, 2022, that includes funding to support clean energy and address climate change, as a rebate programs for home energy efficiency and electrification projects.
- **“Infrastructure Investment and Jobs Act (IIJA)”** also known as the Bipartisan Infrastructure Law (BIL) it was signed on November 15, 2021, to modernize and improve the nation's infrastructure while boosting the economy, creating jobs, and enhancing climate resilience. It represents a long-term investment in critical infrastructure to ensure sustainability, efficiency, and equity.
- **“Key Staff”** refers to the employees appointed by the Respondent to deploy the proposed solution.
- **“EPP”** refers to the Public Energy Policy Program made part of the Department of Economic Development and Commerce in accordance with Act No. 141 of July 11, 2018, also known as Execution Act of the Reorganization Plan of the Department of Economic Development and Commerce of 2018 (Act 141-2018).
- **“Proposal”** shall mean each Respondent's submittal in response to this RFP. Concerning the evaluation of Proposals and selection of a successful proposer, the "proposal" shall include any best and final offers requested by the DEDC and submitted by a Respondent.
- **“Proposal's Due Date”** means the date and time outlined in this RFP for submission of the Proposal. Date and time may be amended from time to time by Addendum.
- **“Respondent”** means the firms that respond to this RFP.
- **“RFP”** means this Request for Proposals, as amended, revised, or modified, issued by the DEDC to procure the services herein described.

- **“Successful Proposer or Selected Proposer”** means the Respondent selected to provide services solicited through this RFP.
- **“WAP”** refers to the Weatherization Assistance Program whose funds, assigned by the U.S. Department of Energy, are managed by the EPP to reduce residential energy costs while ensuring the health and well-being of eligible families, prioritizing homes with children, the elderly, and people with disabilities, among other things.
- **“WAP BIL”** refers to section 40551 of the IJA that provides funding for the Department of Energy’s (DOE) Weatherization Assistance Program (WAP) to implement weatherization measures in eligible households.

2. INTRODUCTION

2.1 Description of the Agency/Program Issuing the Request for Proposals

The DEDC is a public agency and instrumentality of the Government of Puerto Rico, duly organized and existing according to Reorganization Plan No. 4 of June 22, 1994, as amended. It is responsible for implementing and supervising the execution of Puerto Rico’s public policy on economic development. Amongst its programs is the Energy Policy Program (EPP) which was made part of the DEDC through Act No. 141 of July 11, 2018, also known as Execution Act of the Reorganization Plan of the Department of Economic Development and Commerce of 2018 (Act 141-2018). The EPP is mainly responsible for implementing and supervising the execution of Puerto Rico’s public policy on economic development.

The EPP administers several federally funded programs assigned by the Department of Energy. Among them is the Weatherization Assistance Program (WAP) whose formula funds are granted yearly in accordance with the Energy Policy and Conservation Act, as amended (42 U.S.C 6321 et. seq. and 42 U.S.C 6861 et. seq, respectively).

WAP was created in 1976 and Puerto Rico was integrated to participate in 2009. The purpose of the program is to increase energy efficiency of dwellings owned or occupied by low-income persons providing renewable energy systems and/or technologies to reduce residential expenditure and improve their health and safety.

Additionally, the EPP manages other program federal funds assigned in accordance with federal legislation to implement energy related initiatives in Puerto Rico. One of these are the funds assigned from the Infrastructure Investment and Jobs Act (IIJA) for, among other things, the Weatherization Assistance Program (WAP).

2.2 Overview and Purpose

The DEDC seeks proposals to select a firm to provide Energy Audits, Supply Equipment/Appliances, and Installation Services to the WAP Manager of the EPP for a one-

year (1) contract and renewable subject to availability of funds from the WAP BIL funds assigned to Puerto Rico.

The proponents must be able to provide services to carry out Energy Audits, Supply Equipment/Appliances, and Installation of such equipment/appliances and which will support the WAP Manager in achieving the different weatherization objectives they have been planned for the WAP BIL funds. This procurement action may result in one or more contract awards, based on areas of expertise and upon availability of WAP funds.

Eligible Respondents

The applicants must be able to demonstrate previous experience and the capacity and commitment to develop services for a diversity of situations and requirements of the EPP. The work requires understanding of the objectives for the WAP BIL funds assigned to Puerto Rico, and within the time frame given by the WAP Manager.

3. STATEMENT OF PURPOSE

The DEDC/EPP plans use WAP BIL funds assigned to Puerto Rico and will require to a firm or provider to carry out Energy Audits, supply recommended equipment/appliances and Installation services. These services will support the WAP Manager of the DEDC/EPP to implement WAP BIL objectives in eligible households.

4. BACKGROUND INFORMATION

The DEDC/EPP oversees the development and implementation of the public energy policy of the Government of Puerto Rico, by virtue of Act No. 141 of July 11, 2018, also known as Execution Act of the Reorganization Plan of the Department of Economic Development and Commerce, of 2018. Among its multiple functions, it administers and manages different federal programs, among them, the State Energy Program (SEP), the Weatherization Assistance Program (WAP), and the State Program of the Green Energy Fund, with the main purpose of promoting energy efficiency and introducing renewable energy to the Puerto Rico electricity grid. Pursuant to Law 17-2019, known as the Puerto Rico Public Energy Policy Act, one of the governments objectives is to mitigate Puerto Rico's dependence on centralized fossil fuel plants and optimize the available energy resources that will allow building resiliency and, ultimately, facilitating that the island can obtain 100% of its energy from renewable sources by 2050.

The WAP was authorized in Title IV of the Energy Conservation and Production Act (ECPA, P.L. 94-385) and established in 1976. Each year, Congress appropriates funding to implement the Weatherization Assistance Program (WAP) under the guidance of the U.S. Department of Energy (DOE). The DOE State and Community Energy Program's (SCEP) Weatherization Assistance Program (WAP) reduces energy costs for low-income households. The WAP is a formula grant program: funding flows from DOE to state and territorial governments and then to local governments and weatherization agencies.

WAP's mission is to increase energy efficiency of homes, while ensuring health and safety. With the assigned formula grants local weatherization providers can offer WAP services to their communities. Weatherization also helps revitalize communities by stimulating economic growth and reducing environmental impact. After weatherization, low-income households save money on their monthly energy bills and lessen their overall environmental impact by the reduced consumption of natural resources. Also, WAP plays an essential role in the introduction and deployment of innovative energy efficiency technologies, increasing further adoption among the home performance industry.

Essentially WAP assists low-income households, particularly those with elderly, people with disabilities, and families with children, in meeting their home energy needs. Weatherization improves the energy efficiency of homes and protects the health and safety of people.

The U. S. Department of Energy (DOE) Weatherization Assistance Program (WAP) issued a \$25 million Funding Opportunity Announcement (FOA) entitled "BIL WAP Enhancement & Innovation" with a maximum award amount of \$2 million, in support of section 40551 of the Infrastructure Investment and Jobs Act (IIJA) of 2021, also known as the Bipartisan Infrastructure Law (BIL). With these funds the DOE seeks to expand the impact of existing residential weatherization programs by utilizing leveraged resources and enhanced community partnerships to perform deep energy retrofits of low-income residential buildings and empower local community representation within the energy workforce. This funds should be used to enable deep energy retrofits of low-income housing in three (3) topic areas: 1) Multifamily Housing; 2) Single family and Manufactured Housing; and 3) Workforce Development. It is expected that the DEDC/EPP will receive \$38 millions for the execution of the BIL WAP objectives.

5. SCOPE OF WORK

The EPP is seeking a consulting firm(s) to provide Energy Audit services, Supply Equipment/Appliances and Installation services to carry out WAP BIL objectives. The funds to award through a contract(s) are governed by the Infrastructure Investment and Jobs Act (IIJA) of 2021 grant funds, local, state, and federal laws, regulations, and directives, and 2 CFR *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*. The selected provider of the beforementioned services and equipment/appliances must be knowledgeable of the allowable costs for WAP BIL funds, to avoid the potential for disallowed costs. Under the oversight of the WAP Manager or their authorized representative, the winning firm(s) will be required to manage WAP BIL funds and must deliver and provide the Scope of Services detailed in **Attachment A**.

6. RFP PROCEDURES

This RFP shall be governed by the procedures described in the following sections.

RFP Documents Acquisition

All documents pertaining to the procurement process will be sent via e-mail upon request at **rfpenergia@ddec.pr.gov** . Requests for proposal guidelines will be answered during business hours, which are Monday to Friday from 8:30 a.m. to 4:00 p.m.

Addendum

DDEC reserves the right to amend this RFP at any time. Any amendments to the RFP will be issued as written Addenda. Copies of each Addendum for all prospective Proposers shall be sent by e-mail or can be retrieved at DDEC's website to all the persons and entities that requested the RFP instructions.

All documents pertaining to the procurement process, including Addenda issued by DDEC, are and will be published at <http://www.ddec.pr.gov> under the section *Request for Proposal / RFPs*. All prospective proposers must monitor the abovementioned website to retrieve Addenda, if any, issued for the below-stated procurement process.

Addendum will become a part of this RFP. **All prospective proposers must monitor the Website and e-mail accounts to retrieve Addendum.**

Schedule

A summary schedule of major activities as associated with this RFP is presented in Table 1 below. The dates, times, and activities are subject to change and may be revised through the issuance of Addenda by the DDEC.

Table: 1

Event/Activity	Date
RFP Release Date	February 26, 2025
<p>Questions and Answers (Q&A) period opens.</p> <p><i>Questions must be submitted through rfpenergia@ddec.pr.gov</i> <i>the Subject must be:</i> <i>Questions related to RFP-DDEC-WAP-2025-002</i></p>	March 5, 2025
Question Period closes at 3:00 p.m. (for inquiries on RFP clarification)	March 10, 2025
DDEC provides final vendor Q&A document on ddec.pr.gov (estimated)	March 14, 2025
Proposal Deadline closes at 3:00 p.m.	March 19, 2025

Correspondence and Communications

Inquiries and communications regarding the RFP must be submitted to DDEC by the following electronic mail: rfpenergia@ddec.pr.gov. The proponent is responsible for obtaining any needed clarification of the RFP requirements, while the RFP is open until Q&A period closes. Email is the only method of contact.

Allowed and Prohibited Communications

Only questions and requests for clarifications on this RFP submitted by prospective Proposers of this RFP are allowed. Other than these communications for clarifications purposes, communications by prospective Proposers with officials and/or representatives of the DDEC, and other Government Entities, or other relevant entities of the Federal Government, regarding any matter related to the contents of this RFP or this qualification and selection process, are prohibited during the submission and selection processes. Failure to adhere to this requirement may result in the rejection of submitted Proposals.

Verbal inquiries or e-mails sent to addresses not specified in this RFP will not be addressed by DDEC.

Submission of Inquiries

Each prospective Proposer may submit written questions as to the intent of clarity of this RFP, its attachments, and its Exhibits. Proposers must submit all questions in writing on or before the submission deadline established in this RFP to the electronic mailing address specified in Section 6.4 of this RFP. Inquiries shall be submitted by prospective Proposers using the document titled Form for the Submission of Inquiries included as Appendix J.

Questions shall be clearly labeled and shall cite the Section(s) and page number in this RFP or other document that forms the basis of the question. Questions may be in Spanish or English.

Responses to all Proposers' questions will be distributed as an Addendum to this RFP on or before the date established in Table 1 in this RFP.

Representations for Proposal Submission

All costs associated with the Proposal in response to this RFP are the sole responsibility of Proposer. Neither DDEC, the Government of Puerto Rico, nor any of its government entities or its instrumentalities, or other relevant entities of the Federal Government, will be responsible for any expenses in the preparation and/or presentation of the Proposals, oral presentations or for the disclosure of any information or material received in connection with this RFP.

No individual, or firm, is assured of obtaining any work because of this RFP process.

DDEC reserves the right, without limitations, to reject partially or completely all Proposals received in response to this RFP when, in its opinion, the Public Interest, the best interest of the Government of Puerto Rico or DDEC, will be served by such action. DDEC further reserves the right, without limitations, to make such investigations as it deems necessary as to the qualifications or perceived conflicts of interest of all firms submitting Proposals in response to this RFP. The mere appearance of a conflict of interest shall constitute sufficient cause for the outright rejection of a Proposal. If any or all Proposals are rejected, DDEC reserves the right, without limitations, to re-solicit Proposals.

By submitting a Proposal, the Proposer shall adhere to complying with all applicable Federal and Puerto Rico laws and regulations.

DDEC reserves the right, without limitations, to: (i) grant more than one contract and/or select more than one qualified Proposer; (ii) amend the Contract(s) of the Selected Proposer(s) to, among others, extend its original duration, as further explained in this RFP, or to extend its scope to include work.

Proposal Modification or Withdrawal

A Proposer may modify or withdraw a Proposal at any time before the Proposal Due Date. The withdrawal must be submitted in writing to the electronic mailing address specified in Section 6.4. of this RFP and directed to the Evaluation Committee of DDEC. Timely withdrawal of a Proposal does not prejudice the right of a Proposer to submit another Proposal by the Proposal Due Date. No oral, telephonic, or facsimile modification of a Proposal shall be recognized. After the Proposal Due Date, corrections or withdrawal of Proposals may be permitted only if the Proposer can show clear and convincing evidence that a mistake of a non-judgmental character was made, the nature of the mistake, and the Proposal price intended.

All decisions to allow correction or withdrawal of a Proposal shall be supported by a written determination signed by DDEC's Contracting Officer or Procurement Director, as delegated

official after the Proposal Due Date. Changes in prices or other provisions of Proposals prejudicial to the interest of the DDEC or fair competition will not be permitted.

Ownership of Proposals

All materials submitted in response to this RFP shall become the property of DDEC and will not be returned. The selection or rejection of a Proposal does not affect this provision.

Requirements for Legal Entities

Proposers that are Puerto Rico based corporations, limited liability companies, partnerships, or any other legal entity, shall be duly and properly organized or registered in compliance with the applicable laws of Puerto Rico. Such entities must show that they are in "good standing" at the time of Proposal submission. In the event the Proposer is a foreign legal entity, including US-based entities, it shall be duly and properly organized and/or registered in compliance with the applicable laws of its place of organization and/or incorporation. Such entities must show that they are in "good standing" within their jurisdiction at the time of Proposal submission. If a Contract is awarded to a foreign entity Proposer, said Proposer should request authorization to do business in Puerto Rico before the execution of the contract.

Federal Grant Requirements/Penalties

The procurement of proposals undertaken in compliance with the federal guidelines outlined in the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Final Rule" (also known as the Super-circular or Omni-circular). All contractor(s) selected under this RFP must follow the guidelines outlined in this circular. This final guidance supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122; Circulars A-89, A-102, and A-133, and the guidance and advice in Circular 1-50 on Single Audit Act follow-up and the final guidance located in Title 2 of the Code of Federal Regulations.

The funds to award the contract(s) are governed by WAP formula grant funds regulations; local, state, and federal laws, regulations, and directives; and 2 CFR *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. The selected service provider(s) must be knowledgeable of the allowable costs for this funding stream to avoid the potential for disallowed costs.

Under the direction of the EPP-DDEC or WAP Manager, the winning Respondent will develop and agree the scope and delivery of this work, taking account the presented needs and most importantly the timeframe within which the work must be completed.

7. GENERAL INSTRUCTIONS

To ensure uniformity with specific requirements and prompt reference among all Proposals, the format of the Proposals shall adhere to the following parameters:

7.1. Proposal Format

All proposals should follow the format provided. Responses will be reviewed for completeness before detailed evaluation. Any response submitted in a manner that makes evaluation unnecessarily time-consuming may be eliminated from further consideration. Elaborated proposals are not necessary. Quality, substance, brevity, clarity, and responsiveness to the DEDC's needs are essential and required.

- Take the time to use language that is clear and concise and responds to the rating factors listed below. “*Over-written*” submissions will reflect negatively to the Proposer’s ability to prioritize and communicate in an effective manner.
- Proposals shall be type written in English or Spanish, on standard 8 ½” x 11” paper. Pages shall have a one-inch margin and the font shall be 12-point pitch size.
- All documents that need a signature as part of the Proposal shall be signed in blue ink. Documents consisting of more than one page that require signature shall contain the initials of the Proposer’s Authorized Representative at the right-top corner of every page.
- All names must be included below each signature.
- Proposals’ cover page shall include the Proposer’s name, contact information, mailing address, the RFP submission date, and the Project Title.
- Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing version.
- Written content of the Proposal can be presented in double line spacing. Insertion of tables, graphs, calculations, and projections may be written in single line spacing, as needed. Larger paper (up to 11" x 17") and smaller fonts are permissible for charts, diagrams, spreadsheets, etc.

7.2 Technical Proposal Organization

Table of Contents:

The Proposal shall contain a Table of Contents to facilitate the DEDC’s consideration and evaluation. It is the Respondent's responsibility to ensure that all sections of the Proposal, including all Attachments, are identified and easy to locate. The Table of Contents should read as follows:

Cover Page:

The title page shall contain the RFP subject; the name, email, and postal address of the Respondent; the name, title and telephone number of the person authorized to represent the Respondent; and the date of the Proposal.

Transmittal Letter:

The letter of interest shall contain a general statement of the purposes for submission of a Proposal. It should briefly state the operational concept for the services (Project Approach), complying with the requirements of this RFP, demonstrate its understanding of the needs hereunder and the Respondent's commitment to providing the services by the provisions of this RFP.

Tab 1: Executive Summary:

This part of the response to the RFP should be limited to a brief narrative highlighting the Respondent's Proposal. It should succinctly include qualifications and experience regarding the Respondent's ability supply the services requested in this RFP. The section should limit technical jargon and marketing information and focus instead on qualifications, experience, assumptions, and a summary of the Respondent's ability to meet the business partnering requirements of the DEDC, as stated in this RFP. The Executive Summary should be limited to a maximum of five pages (Times Roman, size 12, single space).

Tab 2: Company Information:

- 1) Name of the Company or Entity
- 2) Corporate Registration Number in the State Department (if applicable)
- 3) Postal Address
- 4) Telephones
- 5) Facsimile
- 6) Email address
- 7) Name, Position and Signature of the Authorized Representative or Contractor
- 8) Direct phone, cell phone and email address of the Authorized Representative
- 9) Employer Social Security Number
- 10) Number of the Merchant-Treasury Registration Certificate
- 11) Policy Number-State Insurance Fund
- 12) Organization chart of the firm

Respondents are expected to address the following information items within this section of the Solution Proposal:

Background Information: The Respondent shall submit a brief history describing its experience providing services, like the ones specified herein.

Type of Organization: The Respondent shall specify the type of organization, D/B/A, Corporation, Partnership, Joint Venture, or Sole Proprietorship.

Description of the Organization's History: If applicable, the Respondent shall describe the Respondent organization's history, including the ownership, operations, management and staff, subsidiaries, affiliations, and office locations of the organization.

Organizational Documentation: Certifications depending on the type of organization. The Respondent shall submit copies of the Certificate of Incorporation, Partnership Agreement or Joint Venture; and any other organizational document deemed necessary.

Financial and Responsibility Information: All Respondents shall submit financial information (See Section 7.1.3. FINANCIAL REQUIREMENTS) that will enable the DEDC to evaluate its financial capacity to perform under the contract.

Tab 3: Approach to Scope of Services (Strategy and Methods)

Respondents are expected to address the following information items within this section of the Proposal:

- Overall description of the proposed solution
- Overall description of the approach and methodology
- Delivery time readiness for services in this RFP
- Risk management approach
- The purpose of this section is to provide all the information needed by the DEDC to fathom the implications of the services procured.

Although the DEDC recognizes that it may require additional information from specific Respondents concerning this section of the Proposal, it must be evident that Respondents have made a reasonably effort to formulate a responsible project approach.

Tab 4: Resumes of Key Staff and Consultants

Provide a personnel roster and resumes of key staff who shall be assigned by the Respondent to perform duties or services under the contract. Include an estimated number of hours to be worked on the contract for each person. Provide a resume, including education, licenses, valid certifications, background, accomplishments in managing WAP funds in Puerto Rico and any other pertinent information of the Respondent, key staff, and consultants. Provide an organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP, illustrating the lines of authority. And designate the individual responsible for the completion of each service component and deliverable of the RFP.

The Respondent shall provide the names of specific clients for whom similar services requested in this RFP has been delivered. Any licenses or certifications applicable to the services requested in this RFP should be submitted.

Tab 5: References for Services Performed

The Respondent will provide at least three recent references (within the last five years), including client names, contact persons, phone numbers and a description of services provided.

Tab 6: Attachments

7.3. Proposal Execution

An authorized representative of the Respondent shall duly execute the Proposal. To constitute proper execution, the Proposal shall be in strict compliance with the following:

- **Individuals:** Proposals submitted by Individuals shall be signed by them. If the Proposal is signed by an authorized representative, a power of attorney, dated and executed by the individual shall be attached to the Proposal, as evidence of the representative's authority to sign the Proposal and to bind the Proposer thereto.
- **Partnerships:** Proposals submitted by a partnership shall be signed on the partnership's behalf by at least one general partner or by an authorized representative of the partnership. If an authorized representative signs the Proposal, a power of attorney, dated and executed by all partners of the Proposer shall be attached to the Proposal, as evidence of the representative's authority to sign the Proposal and to bind the Proposer.
- **Corporations:** Proposals submitted by for-profit and non-profit corporations shall state the correct name of the corporation and must be signed by an authorized officer, whose authority to bind the corporation must be evidenced by the corresponding corporate resolution. The title or position occupied by the corporate officer executing the Proposal shall appear below the signature.
- **Joint Venture:** Proposals submitted by a joint venture shall be signed by all members of the joint venture. If the Proposal is signed by only one member of the joint venture entity, the Proposal shall be accompanied with a copy of the joint venture agreement evidencing that the Proposal is signed by a member with authority to bind the joint venture. The joint venture agreement shall be executed before the date and time specified for the proposal submission.

7.4. Proposal Submission

Proposals are to be submitted on the Proposal Due Date. Responses to the RFP submitted after the prescribed deadline will not be accepted.

Date: March 19, 2025

Time: 3:00pm

Any Proposal received after this date and time shall be recorded as late and retained unopened in the procurement file.

The DEDC expressly reserves the right to extend or otherwise amend the Proposal Due Date via Addendum.

7.4.1. Emailed Submissions:

Through email will be the only method to receive bids/proposals / responses (collectively known as submissions) from vendors (i.e., bidders, proponents, or Respondents) for all types of solicitation methods and contracts.

- Proposals must be saved in PDF format. The format must be “text searchable” and no scanned or “image” only document.
- The PDF file must be 25 megabytes or smaller.
- The PDF file must be submitted via email to **rfpenergia@ddec.pr.gov**
- RFP number and company name must be included in the subject line of the email.
- The PDF file shall be named using the following format: **RFP-DDEC-EPP-WAP- 2025-002** Company Name. PDF.
- Proposals must be received by the DEDC on or before the due date and time specified in each RFP.
- The DEDC will not consider any proposals that are submitted to an email address different from the one specified in the instructions. **NOTE: the email used to receive the RFP guide requests and submit questions regarding the RFP is the same email to submit the Proposal.**
- The DEDC recommends Respondents to send **one** email with their complete submission whenever possible, and if it is not possible, clearly explain what the DEDC should consider as the final and full submission.
- The DEDC may request the Respondent to clarify which of the emailed documents should be considered as their final and full submission. However, the Respondent will not be able to submit additional information in response to this clarification.
- Only the emails received on time are going to be considered, which may mean that only some of the emailed documents are considered if a submission is sent in multiple emails.
- There are risks associated with sending submissions via email, including but not limited to delays in transmission between the sender's computer and the DEDC's electronic mail system.
- The DEDC recommends that the email be sent with a delivery receipt request.
- If an email is rejected or if an automated email is not received confirming that the email was received, contact Liza Berríos Negrón at (787) 758-4747 ext.25662.
- Any email containing a virus or malware will be rejected.
- The DEDC's designated staff will not open any emailed attachments prior to the closing of the submission period and, if one or more files cannot be opened (e.g., are corrupted), the Respondents will not have an opportunity to resend such files after closing.
- The Respondent is responsible for the choice of the method ("channel") they use to submit the Proposal. The DEDC does not assume any responsibility for delayed or rejected emails or for any files that cannot be opened.

- The Respondent acknowledges that all risks associated with emailed submissions are their sole responsibility and that late submissions, regardless of the reason, will be rejected.
- The COST PLAN must be submitted as a separate file. None of the financial proposal data is disclosed in other submission documents.

8. TECHNICAL REQUIREMENTS

Each complete package of a Proposal shall comply with the technical information specified in the following sections.

8.1. Mandatory Requirements

Exhibit A provides a checklist of the documents and forms that must be submitted satisfactorily to show evidence of satisfying Mandatory Requirements.

Proposers shall comply with the following Mandatory Requirements for their Proposals to be evaluated on their Qualification and Work Approach Requirements. Mandatory Requirements will be scored as either “Pass” or “Fail”. If the Proposal meets all Mandatory Requirements of this RFP, the Proposal will “Pass” the Mandatory Requirements evaluation.

If the Proposal does not meet all Mandatory Requirements of this RFP, the Proposal will “Fail” the Mandatory Requirements evaluation. **Failure to comply with each of the Mandatory Requirements of this RFP will result in the disqualification of the Proposer.** However, the DEDC reserves the right to waive minor irregularities and minor instances of noncompliance.

Mandatory Requirements for this RFP are as follows:

8.1.1. Proposal Submission

The Proposal must be submitted within the closing date and time for Proposals, as established in Section 6.4 of this RFP.

8.1.2. Organizational Documents

Include all documents that demonstrate that the Proposer:

1. Is properly organized and/or registered and in compliance with the laws of its place of incorporation.
2. Is in “good standing” with the Government of Puerto Rico or with their jurisdiction of incorporation.

8.1.3. Financial Requirements

The Proposer shall demonstrate in the Proposal that has adequate financial resources to perform the services under the contract. Accordingly, the Proposer shall provide the following financial information to allow the DEDC to evaluate its financial capability:

The Respondents that generate over \$1 million annual revenue must provide the audited financial statements for the past two (2) years and that include, as minimum, income statement and balance sheet. Those generating less than \$1 million annually may submit a reviewed financial statement if an audited report is not available, for the past two (2) years. All Respondents shall submit the availability of bank credit or other information that will enable the DEDC to evaluate its financial capacity to perform under the contract.

The financial information requested is based upon circumstances existing at the time the RFP is released. The DDEC reserves the right, without limitations, to: (i) modify the requirements of the information; (ii) request additional information or clarification during the evaluation process and, if appropriate, (iii) modify the minimum score requirements; all in the best interest of the DEDC's action plans.

8.1.4. Conflicts of Interest

Pursuant to Act 12 of July 24, 1985, as amended and known as the Puerto Rico Government Ethics Act of 2011, Act 237 of August 31, 2004, known as Act to Establish Uniform Parameters in the Procurement Processes of Professional and Consulting Services for Commonwealth Agencies and Government Entities, and/or Act 2 of January 4, 2018 known as the Anticorruption Code for a New Puerto Rico, Proposers will be required to certify that no officer, agent or employee of the Government of Puerto Rico or its Government Entities and instrumentalities, has a monetary interest in the Proposal or has participated in contract negotiations on behalf of the Government of Puerto Rico; that the Proposal is made in good faith without fraud, collusion or connection of any kind with any other Proposers; that the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm; and that the Proposer has not been convicted or has pleaded guilty in a state of federal court or any other jurisdiction of the United States of America, or another country if the elements which constitute the crime are the same, of certain crimes constituting fraud, illegal appropriation or misuse of public funds, for the terms stated in Act 2-2018.

8.1.5 Sole Registry of Professional Service Providers

Pursuant Act 73 of July 23, 2019, as amended and known as the 2019 General Services Administration Act for the Centralization of the Purchases of the Government of Puerto Rico and Regulation No. 9302 of August 26, 2021, and known as the Regulation on the Sole Registry of Professional Service Providers for the Government of Puerto Rico, Proposers will be required to provide a copy of their active Sole Certificate of Professionals granted by the General Services Administration (GSA).

8.2. Qualifications

The DEDC will evaluate proposals based on the Qualification Criteria listed below. It will rank order submissions and determine which Proposal submissions best align with the needs of the EPP. Respondents must have the required experience as detailed in Table 2 of the Staff Requirements Section of Annex 1 Scope of Services.

Respondents shall ensure that they submitted sufficient information to demonstrate the knowledge, experience, and expertise necessary to complete the tasks and provided the services specified herein, to allow the DEDC to determine their qualifications based on the provided information.

If the Proposer intends to subcontract some of the proposed work from another firm or consultant, similar information should be provided for each subcontractor. **The maximum points for Qualifications Criteria are 55 points.**

To evaluate the Qualifications Criteria, Proposals must comply with each of the following requirements:

8.2.1. Experience and Qualifications (Maximum of 15 Points)

- Describe your experience providing, in Puerto Rico, the services described in this RFP, including those for WAP, SEP or ARRA funds.
- Include three references.
- Evidence that the Respondent possesses the knowledge and capability of the individual consultant or legal entities necessary to perform adequately and meet contract requirements. Evidence should be based on past performance and client references.

8.2.2. Profile of Business (Maximum of 15 Points)

- Applicants must submit a Profile that must include how the business qualifies to deliver the proposed services and the business Statement of Values and Key Factor for Success. May not exceed five (5) pages.

8.2.3 Organizational Chart (Maximum of 15 Points)

- Proposers must provide an organizational chart identifying team members and flow of authority that reflects the Staffing Plan for the deployment of the proposed scope of work. Identify key staff within the Respondent's organization that has been or will be instrumental in providing sound management experience and direction to the organization in the delivery of the services under the Agreement.
- Must include the individual resume or summary of qualifications for the key staff assigned to this Project, addressing their experience and capabilities to perform the required work. No more than two pages per resume.

- The Proposal shall identify and include any professional memberships, licenses, certifications, or accreditations held by the company, the company executives, or the critical staff personnel.

8.2.4. Financial Analysis (Maximum of 10 Points)

Proposer's financial statements will be evaluated using basic financial analysis to determine if the Proposer is financially stable.

8.3 Approach to Scope of Services to be delivered (Strategies and Methods)

Proposers shall draft and submit their approach as part of the Proposal. The **Work Approach will have a maximum score of 30 points**. The document must clearly identify the following:

- The Proposer's approach or plan for implementing each element of the Scope of Work.
- The Proposer's capabilities and abilities to provide responsive coordination for Scope of Work. Include a brief description of how the Proposer will address the required tasks.

9. COST PROPOSAL REQUIREMENTS

9.1 Budget (Cost Requirements of the Proposal)

Reasonable pricing will be considered as part of the evaluation, but it is not the sole or determining factor in selecting the successful Proposer (s).

The Respondents must clearly and unambiguously establish a fixed budget to complete the delivery of the services within the time frame established by the EPP. Include in the preceding all meetings, staff time coordination, and required project expenses. **The Budget will have a maximum score of 15 points.**

The Cost Proposals must be accompanied by a narrative to the budget submission that clarifies all significant plans and assumptions related to the budget.

Respondents are expected to establish the cost, by stating the number of workdays per services, milestone, or deliverable (as per the proposed services approach and methodology) and establishing the corresponding cost at the same level.

Finally, the Cost Proposal must state that the costs quoted are valid for one hundred and eighty (180) days from the proposal submission date. Also, once the contract is awarded, charges quoted must be accurate for the duration of the contracted services.

Note: The Respondent shall be solely responsible for all expenses incurred in preparing a response to this RFP and shall be responsible for all costs associated with any presentations or demonstrations, contract negotiation and related expenses related to this request and any proposals made.

Subcontracting of Services

The proponents shall be prepared to furnish a general list of all subcontractors that it intends to utilize for the Project.

9.2 Proposer's compensation

Proposer's compensation will be determined as follows:

- Proposers will be compensated based on unit prices for each milestone of work achieved. The unit prices provided will include all expenses and any other additional fees applicable to the services requested.

After the Qualifications and Work Approach have been evaluated and initial Cost Proposals are reviewed, the DEDC may exercise its option to negotiate compensation with the Proposer (s).

The bidder must use the following table to calculate the cost, include costs for the services already detailed and include any other additional costs:

Services	Cost per Hour
Equipment/Appliances	Cost per Equipment/Appliances

Note: The bidder will have to consider in its costs that there may be (activation of services) emergency services that will be required with less than 24 hours to perform.

10. PROCUREMENT AND AWARD PROCESS

10.1. Receipt of Proposals

Proposals will be dated, and time stamped immediately upon their receipt at the DDEC's Office as evidence of timely delivery.

Only Proposals timely received will be considered and evaluated. No Respondent may modify, withdraw, or cancel his Proposal or any part thereof after the Proposal Due Date, except as required in writing by the DEDC, this RFP and the applicable legal and regulatory requirements.

Submittal of Proposals shall serve as evidence of a Respondent's acceptance of the terms, conditions and disclaimers of this RFP and the rights and options reserved hereunder by the DEDC.

All proposals shall remain valid for a period of one hundred and eighty (180) days after the date specified for the receipt of proposals.

Following the receipt, the response of all Proposers will be reviewed to determine that: (i) each Proposal has been submitted following the requirements of this RFP; (ii) each Proposal is complete and (iii) all required documentation was included with the Proposal.

Proposals will be evaluated by the DEDC, as described in the following sections.

10.2. Evaluation Committee

The Evaluation Committee appointed by the Secretary of the DEDC will review and score the different sections of this RFP, as well as make final recommendations to the Secretary. The Committee shall conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP.

Following receipt, the responses of all Proposers will be reviewed for completeness and analyzed based upon the criteria described in this RFP. An initial evaluation will consider the Mandatory Requirements of the Proposal. Those who meet the Mandatory Requirements will then be evaluated by the Evaluation Committee for Qualification, Work Approach and Budget or Cost Requirements of the Proposals.

The Evaluation Committee may request clarifications to Proposers, to assist in gaining additional understanding of the Proposals. A response to a clarification request must be to clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

Technical Committees may be convened by the Evaluation Committee, as deemed necessary.

The Evaluation Committee shall then prepare a written evaluation report to document the ranking of the Proposals by technical and cost merits. The Evaluation Committee report will be submitted to the Secretary of Economic Development with the corresponding recommendation for adjudication.

10.3. Errors and Omissions in Proposals

The DEDC reserves the right, without limitations, to reject a Proposal that contains an error or omission. It also reserves the right, without limitations, to request correction of any errors or omissions and/or to request any clarification or additional information from any Proposer, without opening clarifications for all Proposers.

10.4. Proposal Scoring

Proposers will be awarded points based on their qualifications and work approach requirements. **Table 2** presents the maximum points for the requirements of Proposals. For details regarding the distribution of points for each technical aspect of the Proposal, refer to the corresponding section.

Table 2: Proposal Scoring

Criteria	Maximum Points
Mandatory Requirements (Section 8.1)	Pass/Fail
Qualifications (Section 8.2)	55 points
Approach to Scope of Services (Section 8.3)	30 Points
Cost Proposal (Budget) (Section 9.1)	15 Points
Total Maximum Scoring	100 points

To be considered a “Qualified Proposer”, Proposers need to obtain a score greater than or equal to seventy-five (75) points in the evaluation of their Proposals.

10.5. Interviews and Proposal Refinements

The DEDC reserves the option to engage in interviews with Proposers that it considers viable candidates, to discuss questions and/or considerations that can provide better clarity to refine proposals.

10.6. Negotiations

After the corresponding evaluation of the Proposals, The DEDC will select all Qualified Proposers for negotiations. Negotiations are exchanges between the DEDC and Proposers that are undertaken with the intent of allowing the Proposers to revise their Proposals.

If the DEDC is not satisfied with the price offer of the Respondent, they will recommend doing further discussions/negotiations.

The primary object of discussions is to maximize the DEDC’s ability to obtain the best value, based on the requirements and the evaluation factors outlined in the RFP. The DEDC’s Evaluation Committee may request and receive best and final offers.

10.7. Selection and Award

Proposer(s) to be selected for the award will be based on the Proposal Scoring stated in Section 9.4 and the negotiations from Section 9.6. The DEDC, based on the overall Proposals received

and their evaluation results, shall determine the number of successful proposers that represent the best interest of the overall programs implementation and the people of Puerto Rico.

The Proposer(s) to be awarded the RFP shall be recommended by the Evaluation Committee. After the final recommendation from the Evaluation Committee, the Secretary of the DEDC will issue the Award Notice.

Award will be made to the responsible and responsive Respondent whose Proposal represents the best value to the DEDC, taking all elements (including price and technical score) into consideration. Award will be made at fair and reasonable prices only. The DEDC reserves the right to select a proposal other than the lowest price from a Respondent within the competitive range.

A proposal must conform to the material requirements of the RFP. If the Proposal does not conform to the solicitation, it will be rejected because it is considered non-responsive.

The Secretary of Economic Development shall review the Report of the Evaluation Committee and shall identify the Respondent(s) that should be selected to provide the services requested by this RFP. The determination of a Respondent's selection will be based on the merits of the Proposal presented, following the evaluation criteria. However, the Secretary of Economic Development, taking into consideration the Respondent's Proposal and the Evaluation Committee recommendation, shall identify for selection the Respondent(s) as deemed most advantageous to the DEDC's interests and objectives.

10.8. Award without Negotiation

If, after the initial evaluation of Proposals, there is a clear winner and there is no need to negotiate or obtain further clarification or information from that Respondent (e.g., the price is reasonable), the Secretary of Economic Development may proceed directly to award, provided that the RFP clearly stated that award could be made without negotiations.

10.9. Notice of Selection

The DEDC will issue a written notice of selection to the successful Proposer(s) through certified mail to the address provided as part of the Proposal (the "Notice of Selection"). The Notice of Selection will establish the selected Proposer(s) obligation to submit any applicable post-award documentation.

10.10. Execution of Agreements

The DEDC will seek to execute a Service Agreement with the selected Proposer(s). If an agreement cannot be reached, the DEDC may terminate negotiations with the chosen Respondent(s) and proceed to the next-highest rated Respondent until an agreement determined to be fair and reasonable to both parties is obtained.

No Proposal shall be binding upon the DEDC until an Agreement has been executed. The DEDC reserves the right to issue press releases or public statements regarding the services under the contract; and the right to cancel the award of an Agreement at any time before execution of the contract, without incurring in any liability.

10.11. Rejection of Proposals and Cancellation of RFP

Issuance of this RFP does not constitute a commitment by the Government of Puerto Rico and/or the DEDC to award a contract. The DEDC reserves the right, without limitations, to accept or reject, in whole or in part, and without further explanation, any or all Proposals submitted; and/or to cancel this solicitation and reissue this RFP or another version of it, if it deems that doing so is in the best interest of the public interest, the Government of Puerto Rico, the DEDC or the impacted communities.

The DEDC reserves the right, without limitations, to disregard or waive any noncompliance, informalities and/or irregularities in the Proposals received in response to this RFP, not otherwise identified as Mandatory Requirements and Qualifications in this RFP when, in its opinion, the public interest, the best interest of the Government of Puerto Rico, the DEDC or of the impacted communities will be served by such action.

10.12. Confidentiality of Responses and Proprietary Information

Upon completion of the RFP process, the DEDC will make public its report regarding the qualification, procurement, and selection process, which shall contain certain information related to this RFP process, except trade secrets, proprietary information or privileged and confidential information of the Proposers, so identified by Proposers. Accordingly, all Proposers are suggested to submit a redacted copy of their Proposal at the time of submission. For clarity, “redacted copy” refers to a copy of the Proposal that has been modified, edited, or revised and any confidential or sensitive information has been removed.

The DEDC reserves the right, without limitations, 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 Proposer, the DEDC 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 the DEDC.

The DEDC cannot guarantee that confidentiality or proprietary claims made by a Proposer, in any way, will be honored. Due to the nature of this RFP, some confidentiality or proprietary claims cannot be assured. Provision of any information marked as confidential or proprietary shall not prevent the DEDC from disclosing such information if required by law. The ultimately awarded contract(s) and all prices set forth therein shall not be considered confidential or proprietary, and such information may be made publicly available.

All information, be it trade secrets, proprietary or confidential, submitted as part of this RFP, will be made available to the DOE, the US Office of Inspector General or any other federal or state agency that requires said information for program evaluation and compliance purposes.

10.13. DEDC Options

Without limitation and in addition to other rights reserved by the DEDC in this RFP, and when it is determined to be in its best interests, the DEDC reserves and holds, at its sole discretion, the following rights, and options:

- To reject any Respondent that has a poor performance record, as demonstrated by past work performed for the DEDC, specifically from the standpoint of work quality and progress.
- To reject any Proposal due to uncompleted work, which, in the judgment of the DEDC, might hinder or prevent the prompt completion of additional work, if awarded.
- To reject a Proposal if any of the Respondent's previous agreements with the DEDC or any other public or private entity declared in default.
- To conduct further investigations regarding the technical and financial qualifications of Respondents from any sources deemed necessary, which might be others than those identified in the Proposal.
- To reject a Proposal if there are unauthorized additions, conditional or alternate proposals or irregularities of any kind which may tend to make the Proposal incomplete, indefinite, or ambiguous.
- To cancel, without prejudice, any selection of Respondents before the execution of the Agreements.
- To reject Proposals from a Respondent shown to be submitting Proposals under different names for the same services.
- To reject Proposals upon evidence of collusion among several or all Respondents.
- To take any action affecting the RFP process or the subject matter of this RFP, that would be in the best interests of the DEDC.
- Failure to provide any of the above-requested information shall be considered a substantial defect. All documents and products created by the Respondent's and their sub-consultants shall become the exclusive property of the DEDC.
- By submitting a Proposal, each Respondent agrees, if the Proposal is accepted, to enter a contract with the DEDC for the term outlined in this RFP.
- Each Respondent also accepts all terms and conditions of this RFP and any amendment thereof. The Respondent's Proposal and any additional information submitted by the Respondent or negotiated between the Respondent and the DEDC before the selection, together with this RFP and any addenda hereto, will serve as confirmations of the Respondent's acceptance of all terms and conditions therein.

11. ADMINISTRATIVE PROCEDURE AND APPELLATE REMEDIES

Any person, party or entity that considers itself having been adversely affected by the Award Notice or award determination of the Secretary of the DEDC, made in relation to this RFP, may file a petition for reconsideration before the Secretary within the twenty (20) days from the date on which the copy of the Award Notice is duly notified, as established in Act 38-2017, known as the Uniform Administrative Procedures of the Government of Puerto Rico Act. This is a jurisdictional term not subject to any extension. Failure to timely file the petition for reconsideration will preclude the Secretary of the DEDC from considering the same.

The applicable terms for the filing of a judicial review petition before Puerto Rico's Court of Appeals in relation to this action or lack of action by the Secretary of the DEDC, shall be those established in Act 38-2017 for bids procedures, particularly, in Sections 3.19 and 4.2. Simultaneously with the filing of the petition for reconsideration, the petitioner shall submit a copy of the petition to all the parties in the procedure and to the Secretary of the DEDC.

The mere filing of a petition for reconsideration before the DEDC's Secretary or filing of a judicial review petition before Puerto Rico's Court of Appeals will not have the effect of halting the contested award.

12. CONTRACT

12.1 Type of Contract

The DEDC expects to award a contract for the delivery of services for the selected suppliers(s) for the services. Fees will be paid after the firm's monthly report is submitted to the DEDC, which will evaluate and recommend the payments to be issued.

12.2 Contract Period:

The DEDC intends to execute a contract with the Proposer(s) selected under this solicitation. The professional services contract will have effectiveness of one-year. This period includes all administrative tasks, the startup of services, the services included in the Proposal and the final payment upon completion.

12.3 Performance Period

The Performance Period for this Agreement is for a maximum of one year, including holidays, from the day stated in the contract. The time is included in the Contract Period and is not to be considered as in addition to the Contract Period. The duration of the services will be as per Statement Work and as agreed to by the parties.

12.4 Payments

Payments shall be issued for services provided, previously approved by the DEDC. It is the Selected Proposer's responsibility to provide all services, as set forth under the Scope of Work detailed in this RFP.

Payment will be made upon presentation of invoice evidenced by the services provided and duly authorized by the DEDC. Selected Proposer must submit all required invoice supporting documents, including but not limited to, monthly reports, timesheets, expense plans, work projections and any other documentation that supports the services provided. Invoices must be submitted within the first ten (10) calendar days from the end of the period for the services being invoiced.

If the DEDC finds the submitted invoice and supporting documents as acceptable, then the invoice will be approved and processed for payment promptly after submission of the invoice. The DEDC reserves the right to review the correctness of invoices and perform audits as it deems necessary.

The Selected Proposer shall submit monthly invoices for the agreed fees or in accordance with the contractual clauses reached. Invoices must be detailed, specified, and itemized, accompanied by a description of the services provided, as previously approved by the DEDC. In addition, it shall be noted that no public servant of the contracting entity is a party or has interest on the profits or benefits product from the contract, regarding the invoice. If it does have interest in some part on the profits or benefits of the contract, it must specify that a waiver has been mediated.

The DEDC shall request from the Selected Proposer all the necessary information related to the invoiced expenses, to verify them, before ordering the release of payment.

The Selected Proposer will deliver the original invoice to the DEDC as per the terms of the contract. Such invoice must be properly completed and certified by the Selected Proposer. Upon receipt, the designated office within the DEDC will process it for certification, per the Internal Revenue Code of Puerto Rico, following the standards and regulations established by enforcement agencies of the Government of Puerto Rico.

Thank you for your interest in participating in the WAP-BIL funds to be awarded to the EPP for the economic growth of Puerto Rico.

13. REFERENCES

The following links are references to the services requested, in compliance with the WAP funds.

- Energy Policy Program
<https://www.ddec.pr.gov/en/public-energy-policy-program>
- 2 CFR PART 200—*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>
- 10 CFR 440 - Weatherization Assistance for Low-Income Persons
<https://www.ecfr.gov/current/title-10/chapter-II/subchapter-D/part-440?toc=1>

- Weatherization Assistance Program
<https://www.energy.gov/scep/wap/weatherization-assistance-program>

END OF RFP

14. EXHIBIT A

Mandatory Requirements Checklist

(As per section 8.1)

Document	Included (Yes / No)
Proposal Submission Before Due Date	
Organizational Documents	
Financial Requirements	
Conflicts of Interest	
GSA Sole Certificate of Professionals	

ATTACHMENT A



SCOPE OF WORK
Request for Proposal
Energy Auditing, Equipment Supply, and Installation Services
Public Energy Policy Program
Weatherization Assistance Program (WAP)

1. Introduction

The Department of Economic Development and Commerce of Puerto Rico (**DDEC**, for its Spanish acronym) is requesting proposals for the acquisition of Weatherization and Installation Services for the Weatherization Assistance Program (**WAP**) in Puerto Rico funded by the U.S. Department of Energy (**DOE**). This document defines the work and requirements the Selected Proposer(s) must perform under a contract with DDEC across a broad range of the WAP program. The process is designed to promote fair and open competition while seeking a cost-competitive solution.

Program Overview

In 1976, the DOE created the WAP. Puerto Rico was included in participating for the first time in the integration of the program in 2009. The program is regulated by the Energy Policy Program (**EPP**).

The purpose and mission of the program is to reduce the energy consumption of low-income households by implementing measures that ensure energy efficiency, the purchase and installation of weatherization services specifically to reduce energy costs. Essentially, WAP assists low-income households, particularly those with elderly, people with disabilities, and families with children, in meeting their home energy needs. Weatherization improves the energy efficiency of homes and protects the health and safety of people. Homes that do not fall under this category are not included in this scope of work. These efforts are specifically focused on implementation in the island municipalities of Culebra and Vieques.

The DDEC seeks, at its discretion and in the best interest of the program implementation, to award one or multiple contracts with an end date of June 2025, with the possibility of an extension to one (1) additional year. The acquisition of equipment and the required installation services will be made on an as-needed basis and issued on a work order.

No guarantee of the acquisition of any specific quantity or total dollar amount is made. The DDEC reserves the right to increase or decrease amounts proposed on all goods/services. The DDEC reserves the right to add or delete goods/services. Proposed quantities represent a reasonable estimate under this contract for proposal purposes. This RFP should be considered an "all or non-basis". However, Proposers are encouraged to provide a proposal for all goods and services listed in this Scope of Work. Proposers must provide a proposal for equipment replacement, existing incandescent lighting replacement for the installation of fluorescent or LED bulbs, energy-efficient refrigerators, energy efficient air conditioners, shower heads, solar water heaters, electric receptacles, and dryer vent kits.

The Selected Proposer will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract. Therefore, we encourage a careful analysis of the requirements of this document. The Scope of Work represents the present need and circumstances at the time the RFP is released. The selected Proposer must guarantee the prices of all the goods/services for the contract term. The DDEC reserves the right to modify or delete the tasks/goods listed and, if appropriate, add additional tasks/goods before and during the contract term.

2. DDEC's Reservation of Rights

The DDEC reserves the right, without limitations, to:

- (i) Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interests.
- (ii) Reject and do not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposal and/or proposals offering alternate or non-requested services.
- (iii) Cancel this solicitation and reissue the RFP or another version of it, if it deems that doing so is in the best interest of the Public Interest.
 - a. DDEC shall have no obligation to compensate any Proposer for any costs incurred in responding to this RFP.
- (iv) To reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to, if:
 - a. Funding is not available,
 - b. Legal restrictions are placed upon the expenditure of monies for this category.
 - c. DDEC's requirements in good faith change after the award of the contract.
- (v) Make an award to more than one Proposer based on ratings.
- (vi) To require additional information from all Proposers to determine the level of responsibility.
- (vii) To contact any individuals, entities, or organizations that have had a business relationship with the proposer regardless of their inclusion in the reference section of the proposal submittal.
- (viii) In the event any resulting contract is prematurely terminated due to nonperformance and/or withdrawal by the Contractor, DDEC reserves the right to:
 - a. seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date.
- (ix) Amend the contract(s) of the Selected Proposer(s) to, among others, extend its original duration, as further explained in the RFP, or to extend the scale of its scope to include work under subsequent WAP efforts as related to the services requested herein, or to reduce the scale of its scope to decrease work as a consequence of underperformance or inexcusable delays related to the services requested herein.
- (x) To contract with one or more qualified Proposers as a result of the selection of qualified Proposers or the cancellation of this RFP.

3. Requirements

3.1. General Requirements:

- a. The selected Proposer must account for and cover all costs related to travel, transportation, lodging, and any other expenses associated with the delivery, installation, maintenance, and removal of weatherization services in the island municipalities of Culebra and Vieques. The DDEC will not reimburse any additional costs incurred by the Proposer for work performed, or work completed after assigned weatherization efforts are completed, in these locations.
- b. The Selected Proposer's resource providing the Energy Audits service must possess relevant qualifications and expertise. The Energy Auditor shall comply with the following credentials:
 - a. Bachelor's degree in engineering, Architecture, or related field with appropriate education and experience in energy audits and electrical consulting.
 - b. Must have at least two (2) years of experience performing similar inspections.
- c. The Selected Proposer's resource providing the Purchase, Installation, and Removal of weatherization services must have a minimum of 2 years of experience in related works.
- d. The Proposers offering services under this RFP must satisfy conditions above. All equipment to be supplied and installed by the selected Proposer shall be new, **reconditioned, refurbished, or otherwise used parts or components will not be accepted.**
- e. All warranty servicing will be directly managed by the manufacturers.
- f. All prices submitted by the Proposer shall include all expenses, including incidental, travel, taxes, delivery fees, installation fees, profits, overhead, and any other administrative fees that apply to this acquisition. The DDEC will not cover any additional costs. Only the unit price submitted for the equipment and installation services will be considered.
- g. The DDEC will not be responsible for reimbursement or expense related to per-diem, tolls, parts, or labor for equipment under warranty service.

3.2. Code Compliance:

- a. The program is governed by the DOE and adheres to the DOE's regulations and notices. The program is regulated by the 10 CFR 440 (WAP) which details anything and everything pertaining to WAP (operations, eligibility, bookkeeping, etc.). The 2 CFR 200 (Financial Assistance Rules) governs compliance and regulations of the funds used in the program.
- b. Installation and equipment shall comply with applicable local and state building codes and regulations.

3.3. General Responsibilities:

- a. It is the responsibility of the Selected Proposer to deliver quality services in compliance with the project requirements. Also, it is the responsibility of the Selected Proposer to:
 - i. Hold the correct permits and licenses necessary to conduct business in Puerto Rico and the city where the project is taking place, and the Proposer must have qualified personnel as required by the Puerto Rico government to perform Weatherization services and installations section 4.
 - ii. Uphold a professional demeanor while on a job site.
 - iii. Coordinate with DDEC selected Program Manager (**PM**) with tasks related to this Scope of Work.
 - iv. Coordinate with the selected PM in order to conduct the home Energy Audit. This will provide the Energy Auditor with the necessary tools to determine what remediation will be needed for the installation.
 - v. Perform work after the corresponding reviews, approvals, and/or notices to proceed are issued by the selected DDEC PM.
 - vi. Perform work as specified in accordance with all project requirements and all applicable laws and codes.
 - vii. Dispose of all materials in a safe manner in accordance with all local and federal regulations.
 - viii. Participate in closeout inspections and address findings.
 - ix. Work with PM to ensure the project is completed within the project timeline and budget while minimizing disturbance.

4. Weatherization Services:

4.1. Energy Audit:

The Proposer shall be responsible for the Energy Audit of each project where weatherization will be performed. The Audit includes, but is not limited to, the following activities:

- Evaluation of dwelling units where one or more weatherization services will be done by using an energy audit tool that will be provided by DDEC.
 - The selected proposer must have digital tools that will assist in the integration of data from selected dwelling units, into the energy audit tool in real time during the audit.
- The Selected Proposer will generate an energy audit report with the results of the evaluation and recommended weatherization services, if eligible.

- The Energy Audit results shall detail the recommended weatherization services considering specific conditions of the dwelling unit to complete the weatherization works.
- The Energy Audit will include the home assessment interior and exterior elements, existing equipment and determine their conditions and energy impacts. Home appliances may include (but are not limited to):
 - Refrigerator - replacement with energy efficient systems
 - Solar water heaters,
 - Air conditioning installation & replacement of high consumption units with energy efficient systems.
 - LED Lights,
 - shower heads and faucet aerators,
 - and other related work that may need to be performed to complete the weatherization work such as, but not limited to:
 - Implementation of screens
 - Window films
 - Shades
 - Cooling roof technologies (i.e. Roof sealing, Roof Coating, Air Sealing, etc.)
- Incidental repairs necessary for the installation of weatherization measures, such repairs include, *but are not limited to*:
 - Minor electrical, light socket, GFCIs, and switch plates repair for fluorescent lighting installation.
 - Adequate electrical outlets for room A/C. refrigerator installation, and solar thermal system.
 - Protective covering for exterior hot water tanks installed by DOE WAP
 - Repair of walls or window frames for room A/C installation.
 - Sealing and weather-stripping to prevent air leakage from conditioned rooms to unconditioned space.
- As part of the Energy Audit, the auditor must evaluate the condition of the home's appliances and equipment, additional hazard-related considerations may include:
 - Site Restrictions: Identify any physical or environmental limitations that could affect weatherization activities.
 - Site Accessibility: Ensure safe and unhindered access for workers, materials, and equipment to all required areas.
 - Yards and Courts: Assess potential hazards, such as poor drainage, debris, or unsafe surfaces, that may pose risks during weatherization work.
- Equipment Location and Compliance

- Determine optimal locations for weatherization equipment and components, ensuring compliance with the designer's and manufacturer's specifications.
 - Clearly define the location of all components in the Energy Audit Report, adhering to applicable safety codes and regulations to minimize risks associated with hazardous materials or unsafe conditions.
- Energy Audit and Reporting
- Conduct a thorough Energy Audit for each dwelling unit, identifying and documenting any hazardous conditions that may impact the potential installation, safety, or effectiveness of weatherization measures.
 - Develop an Energy Audit Report for each project, including hazard assessments and proposed solutions, and submit the report to the PM for approval.

4.2. Weatherization Assistance Installation Service:

- Installation System- The Selected Proposer shall supply, install, and inspect the Weatherization service to be provided. Installation costs shall be standardized to accommodate installation across various types of single-family homes.
- Perform orientation to applicants of the measures that are being offered and that may be installed in the unit.
- Ensure that the applicant is informed of the process, the work to be performed, and the conditions prior to any work being performed.
- Install materials following the manufacturer's requirements.
- Provide all labor, materials, tools, equipment, and services required to complete the project as specified.
- Responsible for the cost of all items required for complete and operating equipment(s) or appliance(s).
- No material should be installed if:
 - Equipment(s) or appliance(s) are not compatible with existing conditions.
 - Installation violates equipment manufacturer warranty.
 - Installation is not to code or industry standard.
 - Such material, installation, or service are not in compliance with the conditions established by the program, federal or state regulations, or this RFP.
- The electrical work or repair (if necessary) shall be done by a certified electrician according to the latest applicable National Electrical Code (NEC) standards and performed and certified by an authorized professional in the Commonwealth of Puerto Rico (Certified Electrician and/ or Electrical Engineer).

4.3. Decommissioning

Unit replaced will be recycled or disposed of in accordance with local ordinances, and health and safety guidelines as shared by DDEC and DOE for the program. Additionally, the proposer must provide evidence or certification that the equipment removed from the property was properly disposed of or recycled.

4.4. Installation Report

- The Selected Proposer will commission the system once completed, to confirm the equipment and the installation have been connected and fulfilled, including safety controls, operation controls, water leaks, and other system components relevant to the installation of equipment, as applicable.
- It must be confirmed that the manufacturer specifications and all relevant industry standards were met during the commissioning of the system.

4.5. Inspection

- The Selected Proposer will conduct and inspect works for overall quality standards.
- Upon completion of the installation, the PM's Inspector will perform an inspection of the completed weatherization works, as well as all paperwork submitted by the Selected Proposer.
- The PM's Inspector may conduct inspections either in person or virtually, depending on the circumstances and requirements of the project.
 - During virtual inspections, the Selected Proposer must be able to facilitate real-time video walkthroughs of the installation site, provide necessary documentation, and respond to all inquiries from the PM's Inspector.
- If, during the inspection, the PM finds discrepancies between the work performed and the scope of work, installation standards and/or equipment specifications, the Selected Proposer will be responsible, at the Selected Proposer's expense, for bringing the installation into conformance before the Selected Proposer is paid.
- Installation corrections, as noted during post-installation inspection, shall be performed within thirty (30) calendar days.
- If the Selected Proposer cannot undertake corrective actions within thirty (30) calendar days, the Selected Proposer shall deliver to the PM, in writing, reasons for the delay.
- Any discrepancies or disagreements between PM and selected Proposer shall be escalated to the adjudicating official within DDEC.
- Exceptions to this rule shall be granted in circumstances beyond the control of the Selected Proposer (e.g., unforeseen existing conditions, material backorders, etc.). The Selected Proposer shall notify DDEC (verbally and in writing) that the correction will or may violate this provision.

4.6. Technical Specifications for Weatherization efforts

- The Program prioritizes the installation of mandatory health and safety measures, including energy-efficient upgrades such as LED lighting, low-flow water devices, and modern Energy Star-rated refrigerators. Optional enhancements, like advanced power strips, air conditioning replacements, and solar hot water heaters, are also available, meeting strict efficiency and cost criteria.
- The technical specifications for the Weatherization efforts under Puerto Rico's WAP are as follows:
 - **WAP Required Measures:**

- LED Lighting Replacement:
 - Replace incandescent, halogen, compact fluorescent, or fluorescent tube lighting used for at least one hour daily.
- Refrigerator Replacement:
 - Replace refrigerators manufactured before 2001 or those using >1000 kWh/year.
- Low-Flow Devices:
 - Install faucet aerators (<2.2 GPM)
 - Showerheads (<2.5 GPM).
- **WAP Optional Measures:**
 - Tier 2 Advanced Power Strip
 - Motion sensing power strips that shut off power to controlled devices when no motion is detected for a set period regardless of the level of power draw; and
 - IR sensing strips that shut off power to controlled devices when no IR signal is detected for a set period regardless of the level of power draw.
 - Devices must consume less than 1W, have a one-year warranty, provide warranty for connected devices, provide surge protection to 740 joules, be UL 1449 and 1362 listed, be rated for 15 amps, and have a resettable circuit breaker.
 - Master/peripheral load sensing strip must have at least 3 connected device outlets and include adjustable sensitivity.
 - Direct-installed strips must disconnect power to at least 2 controlled devices.
 - Households should not receive more than two devices per home. Must meet specific UL and energy efficiency criteria.
 - Maximum of two devices per household.
 - Air Conditioning Replacements:
 - Replace room A/C or mini-split systems based on specific manufacturing and energy efficiency and/ or combined energy efficiency criteria, with a limit of three (3) a/c units per dwelling unit.
 - Use Energy Star-rated replacements.
 - Solar Hot Water Heaters replacement and installation:
 - Replace electric/propane water heaters for households with ≥ 3 people.
 - Must meet SUEF criteria for 80 gallons/day and 120 gallons/day.

- Air Conditioning Reduction Measures:
 - Elastomeric Roof coating/sealing with reflective/white coatings.
- Average Cost Per Unit (ACPU) must align with DOE's WPN guidelines.

4.7. Orientation and Training to applicants

- The Selected Proposer shall perform orientation and training to the Applicants regarding operation and maintenance of the installed systems and equipment.
- The Selected Proposer must deliver all applicable Operation and Maintenance Manuals of the installed systems to each applicant receiving a system along with any other required documents.

4.8. Health and Safety:

The Selected Proposer must adhere to and comply with all applicable federal, state, municipal, and local laws, ordinances, codes, and regulations governing the scope of services, including but not limited to the Occupational Safety and Health Act of 1979 as amended, and all other applicable relevant safety regulations. All services performed by the Selected Proposer must be in accordance with these laws, ordinances, codes, and regulations. The Selected Proposer shall release, defend, indemnify, and hold harmless the DDEC, its officers, agents, volunteers, and employees from any damages, liability, fines, penalties, or consequences arising from non-compliance or violations of any applicable laws or regulations. In accordance with the health and safety guidelines provided, the following requirements must be met:

- The Selected Proposer must develop and submit a safety plan to the PM for approval prior to commencing work.
- In the event of an uncontrollable release of hazardous materials or waste during the execution of this contract, the Selected Proposer must immediately notify the appropriate public safety services (e.g., police, fire rescue, or emergency medical services), the DDEC Program Director, and designated project representatives.
- The Selected Proposer is prohibited from storing hazardous materials or waste without obtaining the required permits.

4.9. Damage and Disposal:

The Selected Proposer shall proceed with work in a manner that does not damage existing materials/infrastructure unless otherwise directed by Organization:

- The Selected Proposer shall follow Health and Safety guidelines for the WAP Program, as well as those that apply to the commonwealth of PR.
- The Selected Proposer shall document pre-existing damage to the materials/infrastructure and report any such damage to the PM.
- The Selected Proposer shall repair at its expense damage to buildings and equipment caused by this project's work.

- The Selected Proposer shall remove all materials, equipment, and debris immediately upon completion of the project or at the end of each workday (unless the dwelling unit owner agrees to provide storage space).
- The Selected Proposer shall always protect people and property from damage and debris during the weatherization works.

4.10. Hazardous Material Clean-Up:

- The handling and cleanup of hazardous materials will be conducted in compliance with federal, state, and local regulations to ensure worker and occupant safety. The following outlines the scope and limitations of hazardous material cleanup activities:
 1. Assessment and Identification
 - a. Hazardous materials, such as asbestos, lead-based paint, mold, and formaldehyde, will be identified during the initial property assessment. Auditors and assessors will be trained to recognize these materials and document any potential health and safety risks.
 2. Client Notification and Education
 - a. If hazardous materials are identified, clients will be informed of associated risks through written notice and provided with educational resources, such as EPA-approved materials, to avoid disturbing hazardous substances.
 3. Remediation Standards
 - a. Asbestos: Testing and removal are not allowable under the WAP. Work will be deferred if asbestos poses a risk during weatherization.
 - b. Lead-Based Paint: Work that disturbs painted surfaces in pre-1978 homes must comply with EPA Lead renovation, Repair, and Painting (RRP) requirements. Any job requiring extensive lead abatement will be deferred.
 - c. Mold and Moisture: No DOE funds will be used to remediate mold or moisture issues. Homes with severe mold or water damage will be deferred until resolved by the client or through external resources.
 - d. Other Pollutants: The removal of hazardous pollutants unrelated to weatherization work (e.g., old paint cans, oil) is not allowable under WAP.
 4. Deferral Standards
 - a. Weatherization work will be deferred if hazardous conditions, such as the presence of asbestos, severe mold, or excessive lead-based paint, cannot be addressed safely or within the allowable scope of the program. Deferred clients will be notified in writing and referred to appropriate agencies or programs for assistance.

5. Warranty:

- All warranties for equipment and appliances are issued directly by the manufacturer.

- Clients will receive warranty documentation at the time of installation, ensuring they can address any future claims, or service needs directly from the manufacturer.

After full payment for the installation, no further costs will be paid by DDEC.

6. Delivery Schedule

- Coordinate with applicants and PM for any energy audit visits, installation, and inspections.
- Upon notice from the PM, the selected Proposer shall perform energy audit and report within fifteen (15) calendar days.
- Upon notice from the PM firm, the Selected Proposer shall complete the weatherization works and submit the Installation Report, along with the official payment request within thirty (30) calendar days. If the afforded timeframe is not enough due to equipment shortage, the Installer/Contractor must provide a written explanation and a copy of the equipment's delivery documents.

7. Terms and Conditions

The following terms and conditions are designed to state expectations relating to the project and the Selected Proposer's work performed. Should the Selected Proposer deviate from these standards and guidelines, all costs and liability associated with the observed deviation will be the Selected Proposer's sole responsibility.

7.1. Interpretation of Scope of Work:

The Selected Proposer is responsible for reading and fully understanding the scope of work. Any proposed changes to the original proposal must be approved in writing by the Selected Proposer and PM through the change order process before proceeding.

7.2. Existing Conditions:

The Selected Proposer is responsible for verifying the site's existing conditions as reported in this RFP before any weatherization works begin.

7.3. Installation Schedule:

The Selected Proposer will complete the installation within the timeline described in Section 6 Delivery Schedule.

- The installer should minimize disruption to the applicants. It is recommended to coordinate multiple weatherization works within the same timeframe to limit the number of interventions at the residence.
- The Selected Proposer shall give the PM an estimate of the date the installation will be completed and shall inform the PM if the installation appears to be taking longer than the original estimate.

7.4. Communication:

The Selected Proposer shall respond to information requests within two (2) business days. Response form will be determined by the request. The response may be in the following forms, but not be limited to: E-mail, hardcopy, or fax.

7.5. Change Orders and Scope of Work Modification:

The contract may be increased or decreased after the proposal is accepted. Under no circumstances shall the selected Proposer deviate from the work defined in the scope of work without advance written approval from DDEC.

7.6. Final Acceptance:

A project will not be considered complete until all project steps are completed, including quality control inspection, training, and all project deliverables.

END SCOPE OF WORK