

**UNIVERSITY OF PUERTO RICO
CENTRAL ADMINISTRATION
NOTICE OF REQUEST FOR PROPOSAL (RFP) DRO 23-013
DESIGN, SUPERVISION AND CONSULTIGN SERVICES**

Timeline:

RFP publication date: March 23, 2023.
Site Visit: If necessary and required by the proponent
**Deadline for Request
for Information by email:** March 30, 2023, Time: on or before 4:30pm.
**Response for Request
for Information by email:** April 4, 2023, Time: on or before 4:30pm.



The proposal must be submitted **by email on or before 11:59pm (AST) on April 11, 2023**. Address the indicated contacts in Section II (Mr. Julio Collazo Rivera, attention to Eng. Carlos Hiraldo and Eng. Eliezer Collazo). **The University of Puerto Rico (UPR) will accept offers via email in digital PDF format at uprrecovery.rpf@upr.edu**. To request the RFP Documents write us at said email.

Oficina de
Desarrollo
Físico e
Infraestructura

The UPR is working towards its recovery, which requires the issuance of this Request for Proposal (the "RFP") of **Roof Water Proofing Design, Supervision and Consulting Services for the Roof Repairs to the University of Puerto Rico's Projects**. This Program is 90% (\$698,940,543.78) funded by FEMA and 10% (\$42,625,237.77) matching funds of CDBG-DR Non- Federal Match Program and (\$35,034,822.65) institutional funds. The purpose of this RFP is to request and receive proposals from qualified Architecture and Engineering firms or individuals with capacity and experience to provide consulting and assistance services as necessary ("On Call") for the development of all roof water proofing design documents: As-Built, Basis of Design, detail design, specifications, cost estimates, schedules, scopes of work, operation and maintenance program, bidding phase and other required documentation for the compliance of the requirements of FEMA and PRDOH/CDBG-DR Non-Federal Match Program. The awarded firm or professional will also provide services of oversight and coordination for the execution of a complete comprehensive project.

The UPR is an equal opportunity employer and does not discriminate as to sex, gender or sexual identity, race, age, national origin, religious creed, civil status, war veterans, handicap or disable status. The UPR reserves the right to reject any or all proposals and to award the auction under the conditions it deems most convenient to the interests of the UPR, regardless of the amount of the bids or to cancel the auction award at any time before the contract is signed.

Julio A. Collazo Rivera, Director

Jardín Botánico Sur
1187 Calle Flamboyán
San Juan PR
00926-1117
Tel. 787-250-0000
Fax 787-250-8588

REQUEST FOR PROPOSALS FOR:

DESIGN, SUPERVISION AND CONSULTING SERVICES for ROOF WATER PROOFING REPAIRS TO UNIVERSITY OF PUERTO RICO'S PROJECTS RFP #DRO 23-013

Physical Development and Infrastructure Office
Disaster Recovery Office
President's Office
University of Puerto Rico

Projects funded by:
FEMA AND CDBG-DR PROGRAM



Universidad de Puerto Rico



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1. BACKGROUND AND PURPOSE

The University of Puerto Rico (the "UPR") is a public corporation of the Government of Puerto Rico, organized by Act No. 1 of January 20, 1966, as amended, known as "Ley de la Universidad de Puerto Rico" (the "UPR Act"), 18 LPRA § 601 et seq, and a higher education institution. The UPR was severely devastated by Hurricane María, and as a result, is a subrecipient of the Puerto Rico Department of Housing (the "PRDOH"), under the CDBG-DR Non- Federal Match Program, and the Public Assistance Program of the Federal Emergency Management Agency (the "FEMA").

The UPR is working towards its recovery, which requires the issuance of this Request for Proposal (the "RFP") of **Roof Water Proofing Design, Supervision and Consulting Services for the Roof Repairs to the University of Puerto Rico's Projects**. This Program is 90% (\$698,940,543.78) funded by FEMA and 10% (\$42,625,237.77) matching funds of CDBG-DR Non- Federal Match Program and (\$35,034,822.65) institutional funds. The purpose of this RFP is to request and receive proposals from qualified Architecture and Engineering firms for the development of all roof water proofing design documents: As-Built, Basis of Design, detail design, specifications, cost estimates, schedules, scopes of work, operation and maintenance program, bidding phase and other required documentation for the compliance of the requirements of FEMA and PRDOH/CDBG-DR Non-Federal Match Program. The awarded firm or professional will also provide services of oversight and coordination for the execution of a complete comprehensive project.

Proponents must explain in detail how they will be able to provide the required services and achieve the expected results, while in compliance with FEMA and PRDOH/CDBG-DR Non-Federal Match Program requirements. Previous experience with projects subject to compliance requirements under FEMA and PRDOH/CDBG-DR Non-Federal Match Program is very important. Review and verification through the site area of FEMA's Scope of Work (the "SOW") is required, as well as the development of a detailed SOW (based exclusively in the FEMA SOW of hurricane damages provided) with current industry construction costs for the repair in compliance with applicable actual codes and regulations. The awarded proponent shall comply with all applicable Federal, state, and local laws, rules, regulations, and policies relating to FEMA Public Assistance Program and PRDOH CDBG-DR Program services. This includes without limitation, applicable Federal Registers; 2 C.F.R. part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Community Development Act of 1974; 24 C.F.R. part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. § 35, 24 C.F.R. part 58, 24 C.F.R. part 135; National Historic Preservation Act; 2 C.F.R. part 200.101, where applicable, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards, and the environment; and Action Plan amendments and HUD's guidance on the funds. [Click on link](#) to see Compliance with Federal Law, Regulations and Executive Orders.

2. CONTACT AND TIMELINE

The RFP shall be sent and addressed to:

Mr. Julio Collazo Rivera
Director
Office of Physical Development & Infrastructure

Attention to:
Eng. Carlos Hiraldo Torres and Eng. Eliezer Collazo
Field Operation Manager's
Disaster Recovery Office

University of Puerto Rico
Jardín Botánico Sur 1187, calle Flamboyán
Río Piedras, Puerto Rico 00926-1117
Tel. (787) 250-0000, Ext. 5099

Email: upprecovery.rfp@upr.edu

NOTICE: Be advised that interested proponents must register receipt of this RFP at upprecovery.rfp@upr.edu to qualify for receiving the following:

- Notice of changes or cancelation of the RFP;
- Responses to questions or clarifications made to interested proponents; and,
- Notice of award of the proposal.

3. TIMELINE AND SUBMISSION DATE

Description	Date
RFP publication	March 23, 2023
Deadline for Request for Information (RFI) by email	March 30, 2023, Time: on or before 4:30pm
Response for Request for Information by email	April 4, 2023, Time: on or before 4:30pm
The proposal must be submitted by email. Address the indicated contacts in Section 2 – CONTACT (Mr. Julio Collazo Rivera, Attention to Eng. Carlos Hiraldo and Eng. Eliezer Collazo)	April 11, 2023, Time: on or before 4:30pm
Award Notification	April 2023
Execution of Agreement	April 2023

The proposal must be compiled in digital PDF format. The dates may be subject to change at the discretion of the UPR. Interested proponents have the responsibility of verifying and checking the email from which they issued a notice of receipt of this RFP,

as was indicated in Section 2 of this RFP. All official communication related to this RFP will be per that indication. The award notice of this proposal shall not constitute the formal agreement between the parties. It shall be necessary to execute the corresponding contract.

4. SERVICES

The campus locations of the University of Puerto Rico where the services of roof water proofing design, supervision and consulting would be offered, will be identified by the UPR, at the appropriate time, and after formal procurement processes are finished and awarded.

The UPR needs to hire a firm or individual with capacity and experience to provide consulting and assistance services as necessary ("On Call") in projects that require the intervention of a professional specialized in evaluation, diagnosis, preventive maintenance, and design of roof water proofing for the Campuses of the University of Puerto Rico. Minor component design services and services during construction, such as supervision, evaluations, and revisions to plans, bid assistance and preparation of estimates, may be requested, but not limited to these, as required by the University.

The **Awarded Proponent** will carry out, as part of the roof water proofing design, supervision and consulting services, all the activities and responsibilities identified below, acknowledging that this does not constitute an exhaustive list of the duties, which can increase due to the very nature of the work:

4.1 SERVICES RELATED TO FEMA'S SOW

4.1.1 The SOW serves as fundamental base for the development of a final detailed SOW. This final detailed SOW is required for submission to FEMA, for Scope of Work Alignment. The awarded proponent is responsible for preparing cost estimates for the mentioned SOW and any additional SOW as required by UPR for compliance with all internal and FEMA procedures.

4.1.2 The Awarded Proponent is responsible for verifying the SOW, Method of Repair (MOR), Bipartisan Budget Act of 2018, Pub. L. No. 115-123, § 20601, 132 Stat. 64 (2018) approved work included in this document. The Campus Liaison will coordinate the visit as soon as possible.

4.1.3 The Project shall comply with FEMA's requirements for Category E – Permanent Work as stated in the Public Assistance Program and Policy Guide FP104-009-2/April 2018 and Puerto Rico's construction laws, regulations, and codes.

4.1.4 The Awarded Proponent is responsible for notifying the UPR's representative in case of any change that may affect the primary SOW.

- 4.1.5 As part of the design, supervision and consulting services to be provided, the Awarded Proponent will serve as a consultant in all matters related, constituting an advisory resource for the UPR in the plans, strategies, and actions referred and/or requested by the President or his authorized representative, COR3 or FEMA, and will be available to complete said requests and attend the meetings that the UPR deems necessary.
- 4.1.6 The Awarded Proponent will evaluate the 406 Hazard Mitigation proposed by FEMA and determine if it's viable or if there are better proposal measures to provide Hazard Mitigation to the facility. In case of a change, the awarded proponent, in coordination with the UPR's representative, will prepare a Hazard Mitigation proposal for submission to FEMA for its corresponding approval.
- 4.1.6 The Awarded Proponent will work as a representative of the UPR during the development of the Project. The personnel designated by the Awarded Proponent to oversee the project must be authorized and licensed to exercise the professions of engineering and/or architecture in Puerto Rico and must be a bona fide member of the Professional College of Engineers and Land Surveyors of Puerto Rico or the Architects and Landscape Architects Association of Puerto Rico with the corresponding membership fee payment up to date.

5. COST PROPOSAL

The proposal must be submitted in the Table Form stated in **Appendix D**.

6. REQUIRED DOCUMENTS FOR THE SUBMISSION OF THE PROPOSAL

General Instructions

The evaluation and selection of a Firm will be based on the information submitted in the proposal plus references and interviews/presentations, or demonstrations. Proposers should respond clearly and completely to all requirements. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a proposal. The proponent must carefully examine the RFP documents. The submission of a proposal by a proponent will be considered evidence that it has met these requirements.

The proponent must understand that any study or information presented is provided in good faith, with the purpose of offering access to the same information that the UPR obtained. Said information or studies must be supplemented by personal research and interpretation to be judged by the bidders. It is the responsibility of the proponents, not the UPR, any misinterpretation of the information presented.

Elaborate proposals (e.g., expensive artwork), beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

Mandatory requirements, Proposal Preparation, and Submission

Professional services of a Design, Supervision and Consulting companies or individuals with current license to practice engineering or architecture in Puerto Rico are required.

Before submitting the offer, the proponent should carefully examine the RFP or proposal form provided in the RFP documents. The proponent will be responsible for any errors or omissions in the offer. Proposals will be submitted in said form and shall be initialized and signed on each page provided for it, in accordance with the following:

- a. If the proponent is an individual, the offer will be signed with the individual's name and should indicate "Individually." The individual's physical and postal address, telephone and email will be included, also proposal number and title of this RFP.
 - i. If the proponent is an individual operating under the name of a firm, the offer will be signed by the individual. The proponent will include the name of the firm under which it operates (dba). The postal and physical address, email, telephone of the firm will be included, also bid number and title of this RFP.
- b. If the proposer is a professional services corporation (P.S.C.), a limited liability company (L.L.C) or a limited liability partnership (L.L.P), its offer will be signed by its president, secretary, or other authorized official, according to its corporate resolution in this regard. The seal of the corporation must be attached. The physical and postal address, email, telephone of the main office of the corporation will be included, also proposal number and title of this RFP.

The offer and the documents identified below will be address to the indicated contacts in Section 2 – CONTACT via email in digital PDF format.

Proposers responding to this RFP must comply with the following documents:

- Letter of Intent (1-page limit): A transmittal letter, signed by an authorized representative of your organization, that states the acceptance of the Terms and Conditions of this RFP, providing the exact business name under which you propose to conduct business with the UPR, and your address, telephone, fax number, e-mail address and SAM Entity Identifier Number.
 - SAM registration and annual renewal is a contract requirement. Proponents in the process of registering and/or renewing their SAM can participate in this RFP, however, if SAM registration and/or renewal process is not done by the time of award, your proposal may be rejected for not meeting federal procurement requirements.
- Appendix A – Statement of the Bidder

- Appendix B – Required Federal Documents (Lobbying Certification, Non-Conflict of Interest Certification and Limited Denial of Participation Affidavit)
- Appendix D - Cost Proposal
- A color copy of the engineer's or architect's professional ID (Identificación de Colegiación) and a copy of the Department of State License.
- **Copy of initialized RFP and its Appendices.**

Request for Information (RFI)

An RFI or clarification shall be addressed by email to: upprecovery.rfp@upr.edu on or before the date established in this document. No telephone inquiries will be allowed. After the established date, no further questions will be allowed.

7. UPR RESPONSIBILITIES

The University of Puerto Rico PR will provide for this RFP:

- All the information available that is considered necessary for the Project execution.

8. COMPENSATION FOR SERVICES AND PAYMENT METHOD

Before beginning any work and/or during it, the awarded proponent must meet with the authorized representative of the University to define UPR's objective. The University will request services in writing, stating the nature of the work, the costs (based on the rate indicated in the economic proposal submitted for this RFP), and the required time to execute said work.

The rate indicated in the economic proposal will also be documented as the maximum amount that will be paid per hour to the successful proponent.

The Awarded Proponent shall submit for evaluation a detailed proposal of the professional services requested by the University. The work will begin after acceptance of the proposal and the Notice to Proceed by the University.

The Awarded Proponent will submit one (1) original invoice and one (1) digital copy of the invoices once they're accepted by the President of the University of Puerto Rico, or in this case, by his authorized representative, the Office of Physical Infrastructure and Development's Director at the University of Puerto Rico, Central Administration. In addition, the Awarded Proponent will send a copy by email to the Project Coordinator appointed by ODFI. Each invoice must be delivered physically to the ODFI during the first ten (10) calendar days of the following month in which the services were rendered.

The Awarded Proponent must submit a weekly report on the Tuesday after the prior week's activity providing the following information on work performed by each worker:

- Tasks performed
- Position of person who performed the work
- Number of hours invested in the work

Payments for rendered services will be issued according to contract and within thirty (30) calendar days, beginning on the date on which the Director of the Office of Physical Infrastructure and Development at the University of Puerto Rico, Central Administration approves the work performed, and the invoices and documentation received meet all requirements.

9. PROPOSAL SCORING AND EVALUATION CRITERIA

Accepted proposals will be reviewed by the UPR and scored against the stated criteria. The committee may review references, request interviews/presentations, conduct demonstrations and/or conduct on-site visits. The resulting information will be used to score the proposals. The scoring will be tabulated, and the proposals ranked based on the numerical scores received.

The requested proposal will be known as **Roof Water Proofing Design, Supervision and Consulting Services** to be provided by established and experienced engineer's or architect's firms. The **Awarded Proponent** shall be a professional or technical team fully experienced in project designs, architectural and engineering concepts, site improvements and infrastructure strategies, building development and technology, cost estimates, administration, management, evaluation, project control (budget and schedule) accounting, technological reporting systems, construction quality control and processes. The proponent must also be well versed in Federal compliance, with a proven performance record. The UPR will only consider architectural and engineering firms with established and verifiable experience with at least two (2) years or more of experience, with projects sponsored and funded by FEMA, CDBG-DR program, and/or another Federal agency.

The UPR must comply with all applicable federal and state laws, regulations, executive orders, and policy. Consequently, the UPR will review the Proponent's Proposal to determine overall responsiveness and completeness of the Proposal with respect to the components outlined in the RFP using the following evaluation criteria:

Executive Summary (5 points) – Appendix A Statement of the Bidder

- Provide a complete profile of your organization, mission, and vision statements.

Experience and strategy in providing the services (25 points) – Appendix A Statement of the Bidder

- Describe the organization/company's experience and capabilities in providing similar services to those trades required. Be specific and detail no more than three projects/contracts: description of work, dates, locations, challenges, and results. (8 points)

- Indicated any experience in projects with FEMA grants. (2 points)
- Please indicate whether you have experience working with public or federal entities, and years of experience performing like services. (5 points)
- Provide specific examples of the services or tasks previously provided by the entity as considered in this RFP. (5 points)
- Detail your firm's understanding of the challenges and barriers for a project like this and proposed approach to overcoming these barriers. (3 points)
- Identify potential risk factors and methods for dealing with these factors. (2 points)

Team qualifications (25 points) – Appendix A Statement of the Bidder

- The Proponent should provide detailed information about the experience and qualifications of the Proponent's principals, project managers, key personnel, and staff to be assigned, including degrees, certifications, licenses, and years of relevant experience in terms of Federal Grants and/or FEMA. Proponent shall specifically identify people currently employed by the Proponent who will serve as Key Personnel. This includes the Proponent's own staff and staff from any subcontractors to be used. The Proponent should demonstrate that its staff (and/or subcontractor's staff) meet the desirable requirements listed below and have necessary experience and knowledge to successfully implement and perform the tasks and services. (15 points)
- Attach resumes of personnel (or/and sub-contractors, if any) who will be providing the services. Consider the infrastructure trades specialists (engineering, roof waterproofing specialist and/or architectural consultants) based on the trades applicable for the scope work for this project. For purpose of this RFP, proponent must provide evidence of personnel with more than 5 years of experience in roof waterproofing design (10 points)

Proponent references (5 points) – Appendix A Statement of the Bidder

- Proponent must supply references of minimum three firms to which similar services have been provided within the past five years of a comparable sized institution or company. If contacted, all references must verify a high level of satisfaction was provided.

Cost Proposal (15 points) – Refer to Appendix D – Cost Proposal

- Proponent with lower fee personnel (15 points)

Preference of 5 points for Section 3 Business Concern and MWBE

The UPR shall provide a preference of five (5) points in the evaluation criteria of the method of rating, for a greater participation of Section 3 Business Concern and

M/WBE Registered Puerto Rico Business. The Proposer seeking the Section 3 preference must be able to demonstrate that they meet one of the following criteria:

- percent or more owned by Section 3 residents; or
- Has permanent, full time employees at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- Has subcontracted, or has a commitment to sub-contract, in excess of 25 percent of the total dollar award of all sub-contracts to be awarded to such businesses described above. You can locate the Section 3 or MWBE Policy document with all the related information of this topic available in English and Spanish on the PRDOH website.
 - <https://cdbg-dr.pr.gov/en/download/section-3-policy/>
 - <https://cdbg-dr.pr.gov/download/politica-sobre-seccion-3/>
 - <https://cdbg-dr.pr.gov/en/download/mwbe-policy>
 - <https://cdbg-dr.pr.gov/download/politica-mwbe/>
 - **Supporting evidence to substantiate Section 3 status can include; (i) Evidence of business ownership (e.g. Articles of Incorporation, By Laws, proof of 51% company ownership, Partnership Agreement); (ii) Evidence of employees of the business (e.g. roster of permanent full time employees, Section 3 Resident Self Certification Form for each employee who qualifies as newly hired Section Resident employee); (iii) Duly signed letter evidencing subcontracting at least 25% of the dollar amount.**
 - Proposers seeking M/WBE preference **should provide a copy of their MWBE certification to evidence their status.**

SUMMARY OF THE POINTS FOR EVALUATION CRITERIA

Description	Points
Executive Summary	5
Experience and strategy in providing the services	25
Team qualifications	25
Proponent references	5
Cost Proposal	15
Total	75
Section 3 Business concerns and MWBE	5
Total	80

10. FINAL EVALUATION

The UPR will review all Proposals submitted based on the proponent experience and execution of similar and complex projects. The Project will be awarded to firms that exceed the requirements of the RFP for the best value of overall services that surpass

the UPR's interests and are in full compliance with FEMA and CDBG-DR procurement requirements.

11. PROJECT AWARD

ODFI's Director will provide oversight on all contractual matters between the UPR and the awarded firm, including final professional services fee compensation, contract's details, and compliance.

The UPR reserves the right to negotiate, reject any or all proposals, and to award the bid under the conditions it deems most advantageous to the interests of the University of Puerto Rico, regardless of the amount of the offer. It also reserves the right to award the proposal to more than one proponent, cancel the RFP process and/or the award of the at any time before the signing of the corresponding contract. The submission of a response to an RFP does not represent an agreement of any kind between the UPR, and the proponent.

The UPR will award the proposal in writing and will state the reasons it had for the award. The UPR has the right to cancel the process of RFP without notice at any time.

12. PROPOSAL PRICES

The estimated cost amount for the services to be completed for this project will be notified to the selected proponent. The estimated contract period is 12 months. If needed, the contract amount will be amended, following the original terms and conditions and all applicable laws for government contracting.

The UPR will require the selected proponent to execute a Not-to-Exceed Contract. The use of the phrase "not-to-exceed" in this context means that the selected proponent will agree to a not-to-exceed cap on the total value of the contract, referred to as a "price limitation". The price limitation is the maximum amount payable to the selected proponent over the life of the contract.

13. FIXED PRICE PERIOD

The awarded proponent must hold the accepted prices and/or costs for the entire contract period. Any adjustment to prices and/or costs at the beginning of a contract renewal period will be negotiated between the University and the Contractor.

14. UPR DISCLAIMERS

By submitting a Proposal, the Proponent, on behalf of themselves and their Partners/Subconsultants acknowledges and agrees that:

14.1. Equal Employment Opportunity and Non-Discrimination

14.1.1. The awarded proponent and authorized subcontractors must comply with the Executive Order 11246 titled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41CFR Part 60). In addition, the awarded proponent will not discriminate on account of sex, gender, gender identity, sexual orientation, age, race, color, national origin or social condition, physical or mental impairment, political or religious beliefs, marital status, for being a victim or being perceived as a victim of domestic violence, physical or mental handicap or veteran status in any employment, contracting or subcontracting practices called for by this contract.

14.2. Conflict of Interest

14.2.1. The Proponent shall notify the UPR as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (2013) (or 84.42 (2013), if applicable). The Proponent shall explain the actual or potential conflict in writing in sufficient detail so that the UPR can assess it.

14.2.2. In the event of real or apparent conflicts of interest, the UPR reserves the right, in its best interest and at its sole discretion, to reject a proposal(s) outright or to impose additional conditions upon Proponents. The Proponent shall accept any reasonable conflict mitigation strategy employed by the UPR, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. The UPR reserves the right to cancel any contract awarded pursuant to this RFP with 30 days' notice if an actual conflict of interest, or the appearance of such conflict, is not cured to UPR's satisfaction.

14.3. Proponent's Error and Omissions

14.3.1. The UPR reserves the right to reject a submission that contains an error or omission. The UPR also reserves the right to request correction of any errors or omissions and/or to request any clarification or additional information from any Proponent, without opening clarifications for all Proponents. Proponents will be provided a reasonable period in which to submit written responses to UPR's requests for clarification or additional information. Proponents shall respond by the deadline stated in the correspondence.

14.4. Proponent's Expenses

14.4.1. Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the UPR, if any. The UPR will not be liable to any Respondent for any claims, costs, or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Agreement, or any other matter whatsoever.

14.5. Selection of proposal in best interest of the UPR

14.5.1. Notwithstanding the selection criteria set forth in the RFP, if determined by the UPR to be in its best interest, the UPR reserves the right to request further

information, negotiation, and select a Proposal(s) that, in its sole judgment, is consistent with, and responsive to the goals of its recovery plan, irrespective of whether it is the apparent lowest-priced Proposal.

14.6. Number of Awards

14.6.1. At the sole discretion of the UPR and based upon the breadth and experience of Proponent to this RFP, or other factors considered in its best interests, the UPR may award contracts to more than one proponent and award any vendor one or more steps or task orders per contract. In such case, proponents acknowledge and accept that UPR reserves the right, in its absolute discretion, to further negotiate the terms and conditions of their Proposals and to withdraw an award(s) if an agreement acceptable to the UPR is not reached, notwithstanding the Proponents' submission of Best and Final Offers ("BAFOs").

14.7. Withdrawal Proposals

14.7.1. A proponent may withdraw a Proposal at any time up to the date and time that the contract is awarded. The withdrawal must be submitted in writing to the RFP Coordinator. Absent a full withdrawal, Proponent must certify in the transmittal letter that its Proposal, including the submitted cost proposal and pricing, will be valid for one hundred twenty (120) days from UPR's receipt.

14.8. SAM Registration

14.8.1. SAM registration and annual renewal is a contract requirement. Proponents in the process of registering and/or renewing their SAM can participate in this RFP, however, if SAM registration and/or renewal process is not done by the time of award, your proposal may be rejected for not meeting federal procurement requirements.

14.9. Contract Negotiations/No obligation to Contract/Rejection of Proposals/Cancellation of RFP

14.9.1. The selection of any proposal for contract negotiation shall not imply acceptance by the UPR of all terms of the proposal, which may be subject to further negotiation and approvals before the UPR may be legally bound thereby.

14.9.2. Issuance of this RFP does not constitute a commitment by the UPR to award a contract. None of the participants in this RFP process have any acquired proprietary rights. The execution of a contract will be subject to government contracting process, all approvals required by law, including the FOMB if applicable. The UPR will not have any binding obligation, duties, or commitments to the Selected Proponent(s) until and unless a contract has been duly executed and delivered by the UPR after approval by the President. If the UPR is unable to negotiate a mutually satisfactory agreement with the Selected Proponent(s), it may, in its sole discretion, negotiate with the next highest-ranked Proponent(s) or cancel and reissue a new RFP. The

UPR reserves the right to accept or reject, in whole or in part, all Proposals submitted and/or cancel this RFP and/or reissue this RFP or another version of it, at any time prior to the execution of a contract, if it determines, in its absolute discretion, that doing so is in its best interests. If any or all proposals are rejected, the UPR reserves the right to re-solicit proposals.

14.9.3. There is no guarantee of a minimal amount of work or compensation for any of the selected proponent selected for contract negotiations.

14.10. Ownership of Proposals

14.10.1. All documents, including Proposals submitted to the UPR, become the property of the UPR. Selection or rejection of a Proposal does not affect this provision.

14.11. Confidentiality of Proposals

14.11.1. The UPR shall have no obligation to treat any information submitted in connection with a Proposal as proprietary or confidential unless (i) the Proponent so identifies such information in its Proposal as proprietary or confidential, and (ii) the UPR determines that the information is proprietary or a trade secret and legitimately requires such treatment or that it must otherwise be protected from publication according to law. The UPR obligations with respect to protection and disclosure of such information shall always be subject to applicable law. If the Proponent desires to identify any information in its Proposal as proprietary or confidential, it shall limit such designation to only those particular portions of the Proposal that actually constitute proprietary information, trade secrets, or other confidential matters or data. Identification of the entire Proposal or entire sections of the Proposal or other overly broad designations as confidential or proprietary are strongly discouraged and may result in the Proposal being deemed unresponsive. The UPR shall have the right to use all portions of the Proposal, other than those portions identified and marked as confidential or proprietary, as it considers necessary or desirable in connection with this RFP; and, by the submission of the Proposal, the Proponent thereby grants to the UPR an unrestricted license to use such unrestricted portions of the Proposal.

14.12. Collection and Use of Personal Information

14.12.1. Proponents are solely responsible for familiarizing themselves and ensuring that they comply with the laws applicable to the collection and dissemination of information, including résumés and other personal information concerning employees and employees of any subcontractors. If this RFP requires Respondents to provide the UPR with personal information of employees who have been included as resources in Proposal to this RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the UPR. Such written consents are to specify that the personal information may be

forwarded to the UPR for the purposes of responding to this RFP and use by the UPR for the purposes set out in the RFP. The UPR may, at any time, request the original consents or copies of the original consents from Respondents, and upon such request being made, Respondents will immediately supply such originals or copies to the UPR.

14.13. RFP and Proposal as Part of Agreement

14.13.1. This RFP, as well as any related solicitation documents such as Addenda and Questions & Answers, and the selected Proponent's Proposal will become part of any contract between the UPR and the Respondent. If the terms of the RFP and related documents or Proposal conflict with the contract, the contract terms shall control.

14.14. Non-Assignment

14.14.1. The successful proponent obligation under the contract shall not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the UPR.

14.15. Causes for Disqualification

14.15.1. Failure to submit the proposal on or before the date and time deadline indicated in this RFP.

14.15.2. Failure to submit a fully completed proposal may be deemed nonresponsive.

14.15.3. Failure to submit appendix, form, certification, or required document may be ground for disqualification.

14.15.4. Any unauthorized ex-parte communication with UPR officials, employees, consultants or advisers, or any other unauthorized person, regarding this Project may be ground for disqualification.

14.16. No Bid

14.16.1. Proponents, that for any circumstances decide not to participate in this RFP process, must notify the UPR by email the intention to not submit.

14.17. Sub-Contracts or Consultants of the Awarded Proponent

14.17.1. All federal and state law and regulations requirements apply to sub-contractors. The awarded proponent shall require all subcontractors to flow down the PRDOH's Conditions, as well as termination for convenience of the PRDOH, to all subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors. These Conditions include required terms for project contracts, HUD General Provisions, Participation by Minority Group Members and Women Requirements and Procedures for Contracts with Housing Trust Fund Corporation, Standard Clauses for Contracts with the PRDOH, and required diversity forms. The UPR reserves the right to request the

removal of any personnel, consultant, or employee from the project at any time or reason it deems appropriate.

15. REQUIRED DOCUMENTS FOR THE SIGNING OF THE CONTRACT

In addition of the above requirements, it is required that **before** the signing of the contract, the **successful proponent** provides all the documents listed below:

- 1. Certificate of Ethics (will be provided)
- 2. Authorization Form for Electronic Payment (will be provided)
- 3. Provide a Unique Entity Identifier (UEI) number; be registered and active in the System for Award Management SAM.GOV.
- 4. Section 3 Plan - [Click on link](#)
- 5. MWBE Utilization Plan - [Click on link](#)
- 6. Policies and Insurances – See **Appendix C**
- 7. Government ID, a color copy of the engineer's or architect's professional ID (*identificación de colegiación*) and a copy of the Department of State License to practice the profession.
- 8. Legal Entity Certification - Circular Letter No. 013-2021 of the Management and Budget Office (OGP).
- 9. Eligibility Certification of the Unique Registry of Professional Service Providers (RUP) from the General Services Administration (ASG) may be accepted. If proponent doesn't have a valid RUP, **provide** the following documents:
 - Certificate of Good Standing from the State Department.
 - Department of State Certificate of Incorporation.
 - Corporate Resolution with Corporate's Seal authorizing Corporation's representative to sign the contract.
 - Debt Certification issued by Department of the Treasury, Form SC 6096, Rev. 24-Feb-2020. In case of debt, submit official Department of Treasury document which certifies that you are under a payment plan that is being fully complied with.
 - Certification of Filing of Income Tax Forms for the last five (5) years issued by the Department of Finance. Form SC 6088, Rev. 24-Feb-2020 (If there is no information because the Corporation has recently been incorporated, you must include an affidavit expressing such a situation.)
 - If the filing certification of payrolls does not register the filing corresponding to the year 2022, present a punched copy by the Treasury of the first sheet of the filed return.
 - Certificate of No Debt of the Municipal Revenue Collection Center (CRIM) for all concepts.
 - If there is debt, you must submit an official CRIM document evidencing a payment plan. If the Cert. of Filing of Movable Property Forms is negative, an Affidavit is required.
 - Certificate of No Debt of the CRIM of Real Estate of the Corporation. If there is debt, you must submit an official CRIM document evidencing a payment plan that is being fully complied with.

- Certification of Insurance for Unemployment, Temporary Disability, issued by the Department of Labor and Human Resources.
- Social Security Certification for Drivers, issued by the Department of Labor and Human Resources.
- Negative certification from ASUME that the Corporation does not owe payments to ASUME, from which it has withheld its employees, or negative certification ordering withholding.
- Merchant Registration Certification (IVU) Filing of Monthly Forms of IVU – Model SC 2942 A.
- Municipal Patent Certification.
- Affidavit – Law 2, January 4, 2018.

END OF DOCUMENT

16. APPENDIX A
STATEMENT OF THE BIDDER

UNIVERSITY OF PUERTO RICO BOARD OF AWARD STATEMENT OF THE BIDDER FOR CONTRACTORS

BUSINESS AND TECHNICAL ORGANIZATION.

Bidder may use additional space to complete required information.

I. PERMANENT PLACE OF BUSINESS

A. Name of Bidder: _____

B. Mailing Address: _____

C. City and Zip Code: _____

D. Physical Address: _____

E. City and Zip Code: _____

F. Telephone No: _____

G. E-Mail: _____

II. PROPOSER REFERENCES - LIST BELOW SIMILAR CONTRACTS EXECUTED.

Proposer must supply references of minimum three firms to which similar services have been provided within the past five years of a comparable sized institution or company.

No.	Client Name, Contact Person and telephone	Location	Type of Work (Description of the services provided, include any similar services to the herein required)	Contract Amount	Completion Date	Funding Resource (private, state, or federal)
1						
2						
3						
4						
5						

III. LIST BELOW CONTRACTS IN HAND

Initials _____

No.	Name Contact Person and Telephone	Type of Work	Contract Price	% Completed
1				
2				
3				
4				
5				

IV. EXECUTIVE SUMMARY

Provide a profile of your organization, mission, and vision statements and organizational chart.

V. EXPERIENCE DESCRIPTION AND STRATEGY IN PROVIDING THE SERVICES

VI. TEAM QUALIFICATIONS - The Proponent should provide detailed information about the experience and qualifications of the Proponent's principals, project managers, key personnel, and staff to be assigned, including degrees, certifications, licenses, and years of relevant experience in terms of Federal Grants and/or FEMA. Proponent shall specifically identify people currently employed by the Proponent who will serve as Key Personnel. This includes the Proponent's own staff and staff from any subcontractors to be used. The Proponent should demonstrate that its staff (and/or subcontractor's staff) meet the desirable requirements listed below and have necessary experience and knowledge to successfully implement and perform the tasks and services. Attach resumes of personnel (or/and sub-contractors, if any) who will be providing the services. Consider the infrastructure trades specialists (engineering, roof waterproofing specialist and/or architectural consultants) based on the trades applicable for

the scope work for this project. For purpose of this RFP, proponent must provide evidence of personnel with more than 5 years of experience in roof waterproofing design.

I, _____(Representative's Name)_____ of _____(Name of Organization)_____ certified that the answer to this foregoing questions and all statement therein contained are true and correct.

Authorized representative signature

Date

Initials _____

17. APPENDIX B: REQUIRED FEDERAL DOCUMENTS

In compliance with federal regulations, **all bidders** must submit the following documents with their tender documents:

1. Lobbying Certification (Use attached model below)
2. Non-Conflict of Interest Certification on Existing or Pending Contracts. (Use attached model below)
3. Limited Denial of Participation (LDP)/Suspension or Debarment Status Affidavit. (Use attached model below)

A bidder who omits any of the required documents may be disqualified.



1. LOBBYING CERTIFICATION RFP #DRO 23-013

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$11,000 and not more than \$110,000 for each such failure.

Please check appropriate box:

No nonfederal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

or

Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of nonfederal funds for lobbying in connection with this application/award/contract.

Executed this ____ day of _____, 20_____

by _____
(Type or Print Name)

(Title of Executing Official)

(Signature of Executing Official)

(Name of organization/applicant)

Initials _____



2. NON-CONFLICT OF INTEREST

CERTIFICATION ON EXISTING OR PENDING CONTRACTS
Request for Proposal (RFP)
Roof Design, Supervision and Consulting Services
Community Development Block Grant – Disaster Recovery
Universidad de Puerto Rico
RFP# DRO 23-013

I, _____, of legal age, of marital status (married/single), and a resident of _____, have been designated as the authorized representative of _____ ("the Proposer") for the **Design, Supervision and Consulting Services / RFP# DRO 23-013** procurement process ("Procurement Process"). In such regard, I hereby certify that:

1. There are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest for the Proposer or its staff with respect to the Procurement Process with the Procuring Entity. Nonetheless, the Proposer recognizes that situations may arise that may appear to be, or are, conflicts -or potential conflicts- of interest. The term "potential conflict" means reasonably foreseeable conflict of interest.
2. The Proposer will disclose to the Procuring Entity any relevant information of an apparent, potential, or actual conflict of interest that may appear to exist regardless of their opinion that such information would not impair their objectivity.
3. As per 2 C.F.R. § 200.318(c)(1), a conflict of interest would arise when "the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract". Therefore, I understand that conflicts of interests may arise in, but not limited to, the following situations:
 - a) **Unequal access to information.** A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract for disaster recovery services in Puerto Rico.
 - b) **Biased ground rules.** A potential contractor, subcontractor, employee, or consultant has worked with a government contract or program with the basic structure or ground rules of another government contract for disaster recovery services in Puerto Rico.
 - c) **Impaired objectivity.** A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial interests, or others, that would

Initials _____

impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility.

4. In the case in which the Proposer discloses to the Procuring Entity an apparent, potential, or actual conflict of interest, the Procuring Entity will take the appropriate measures to address the disclosure by taking the following actions, which include but are not limited to, eliminating, mitigating or neutralizing the apparent, potential or actual conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the apparent, potential, or actual conflict.
5. If an apparent, potential, or actual conflict of interest is discovered by the Proposer after the Procurement Process concludes, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the Proposer has taken or proposes to take to avoid, mitigate, or neutralize the apparent, potential, or actual conflict of interest.
6. The Proposer has no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the contract or task order that may result from this Procurement Process that would create any apparent, actual, or potential conflict of interest (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage.
7. The Proposer has exercised, and will continue to exercise, due diligence in avoiding, identifying, removing or mitigating any apparent, potential or actual conflicts of interests to the Procuring Entity's satisfaction.

Signature of Proposer's Authorized Representative

Date

Printed Name of Proposer's Authorized Representative

Initials _____



3. LIMITED DENIAL OF PARTICIPATION (LDP)/SUSPENSION OR DEBARMENT STATUS AFFIDAVIT

**Request for Proposal (RFP)
Roof Design, Supervision and Consulting Services
Community Development Block Grant – Disaster Recovery
Universidad de Puerto Rico
RFP# DRO 23-013**

By signing this Certification, the Proposer certifies that the firm, business, or person submitting the Statement of Qualifications, Proposal, Bid, or Quote has not been LDP, suspended, debarred or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or local government. Signing this Certification without disclosing all pertinent information about a debarment or suspension shall result in rejection of the proposal or cancellation of a contract. The **University of Puerto Rico** also may exercise any other remedy available by law.

In _____, ____ this ____ day of _____ of 20____.

(Name of Entity)

(Authorized Representative)

(Printed Name of Authorized)

(Position)

Affidavit No. _____

Subscribed and sworn to before me in the city of _____, _____, this
_____ day of _____, 20____, by _____ of legal
age, _____ (civil status), _____ (occupation) and
resident of _____, _____, in his/her capacity as
_____ of Proposer, who I personally known or have
identified by his/her _____.

Public Notary

Initials _____

18. APPENDIX C

POLICIES AND INSURANCE

Required Insurance for the project

RFP #DRO 23-013

Las cubiertas requeridas deben ser endosadas a favor de la Universidad de Puerto Rico.

- (-- Bid Bond (5% de lo cotizado)
- (-- Performance & Payment Bond (100% de lo cotizado)
- (X) Workmen’s Compensation (Corp. del Fondo del Seguro del Estado)
- (X) Commercial General Liability (C.G.L.), including Employers Liability & Products Liability
 Limits – Combined Single Limit of \$1,000,000
 Including the following endorsements:
 - (X) Hold Harmless Agreement
 - (X) Additional Insured
 - (X) Thirty (30) days cancellation notice
 - (X) Waiver of Subrogation
- (X) Auto
 Limits – Combined Single Limit of \$500,000
- (-- Owners & Contractors Protective Liability (in the name of the University of Puerto Rico – same limits as C.G.L.)
- (-- Installation &/or Transportation Floater (if needed)
- (-- Builder’s Risk
- (-- Pollution
- (X) Errors & Omissions / Professional Liability – Limits \$1,000,000

Para todo proyecto cuyo financiamiento considere fondos CDBG-DR, los endosos deberán incluir a las siguientes entidades:

Puerto Rico Department of Housing PO Box 21365 San Juan, PR 00928-1365	Gobierno de Puerto Rico PO Box 9020082 San Juan, PR 00902-0082	US Department of Housing and Urban Development (HUD) 451 7 th Street S.W Washington, DC 20410
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19. APPENDIX D COST PROPOSAL

COST PROPOSAL

University of Puerto Rico

RE: Design, Supervision and Consulting Services for Roof Repairs to University of Puerto Rico's Projects - RFP #DRO 23-013

***WORKS TO BE SUBJECT OF FEDERAL FUNDS REIMBURSEMENT**

In compliance with your Invitations for RFP, the undersigned, having familiarized himself with the local conditions affecting the cost of the work, hereby proposes to finish all services; and perform all work as required by the UNIVERSITY.

Description	Rate Fee Per Hour
Architect	\$
Structural Engineer	\$
Mechanical Engineer	\$
Electrical Engineer	\$
Civil Engineer	\$
Roof Waterproofing Specialist	\$
Cost Estimator	\$
Vertical Communication (Elevator) Engineer	\$
Historic Buildings Consultant	\$

Other Services	
Description	Fee
Infrared Photography studies	
Other specialized studies (please specify)	
As-Builts (Cost/SF)	

The proponent understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

Dated: _____ day of _____ 20____.

Initials _____

Firm Name:	
Signed by:	_____ (Sign it in ink)
Name:	
Title:	
Employers Social Security:	
Mail Address:	
Physical Address:	
Phone Number:	
Fax Number:	
E-mail:	

Seal (if Bidder is a Corporation)

20. APPENDIX E

SERVICES AFTER THE NOTICE TO PROCEED

1. SERVICES AFTER THE NOTICE TH PROCEED

- 1.1. THE AWARDED PROPONENT must coordinate with the authorized representative of the UPR the definition of the requirements of the existing site and/or physical building and the infrastructure conditions of the Project according with the FEMA damage scope of work. The work to be carried out by THE AWARDED PROPONENT includes visiting the site, informing the conditions of the latter to the UPR in the manner required by the UPR, carrying out a detailed evaluation of the available information, including, but not limited to, the plan of the existing conditions and any additional related information, according to the needs, the estimate, and the itinerary of the Project.
- 1.2. **THE AWARDED PROPONENT** will provide a statement of the Project objectives. It is agreed and understood, that if **AWARDED PROPONENT'S** reasonable professional judgment believes that some, or all of the objectives, are unrealistic, the **AWARDED PROPONENT** shall include in said statement evidence to substantiate its recommended modifications for these objectives.
- 1.3. **THE AWARDED PROPONENT** will provide a statement defining the scope for each of the Basic Services noting any special conditions, additions, or deletions, and/or service requirements of the Project.

2. BASIC SERVICES

- 2.1. Basic services shall consist of the preparation of all design documents: As-Built, Assesments, Basis of Design, detail design, specifications, cost estimates, schedules, scopes of work, operation and maintenance program and bidding phase. All design documents, specifications, and related services will receive the necessary approvals by the UPR and the other government agencies and serve as a detailed description of the requirements for construction of the Project. Construction cost estimates and/or statements of probable construction cost at each phase shall be provided by **THE AWARDED PROPONENT**, at no additional cost. **THE AWARDED PROPONENT** shall supply at its own cost and expense all professional services required in the preparation of construction contract documents and will be responsible for the work associated with all the following disciplines of the Project: architectural, HVAC, plumbing, fire protection and electrical. After the Project scope has been agreed, the following phases will be applicable in the order that follows:
 - 2.1.1. SCHEMATIC DESIGN PHASE: **THE AWARDED PROPONENT**, must prepare the documents required for the schematic design phase, which consists of plans, design sketch, estimated cost based on general items, and other documents to illustrate the relationship of the components of the Project with the building services and systems. Also awarded proponent shall perform technical assessment of existing roof conditions including but not limited to infrared photography, materials, roof elements including equipment and existing roof perforations to be included as part of the as built. These plans and other

documents will comply with the above requirements and must be submitted to the UPR for consideration and approval. These plans and other documents will comply with the above requirements and must be submitted to the UPR for consideration and approval. In addition, **the awarded proponent is responsible of evaluating the FEMA SOW and determining additional scope of work components required for the compliance of current codes as Additional SOW.**

- 2.1.2. PRELIMINARY DESIGN PHASE: After approval of the Schematic Design Phase documents by the UPR, **THE AWARDED PROPONENT** will continue with the development of the corresponding documents to the preliminary design phase, within the terms specified in the proposal and contract. The preliminary design phase consists of plans, preliminary specifications, cost estimates, preliminary detailed SOW (including MOR and BBA if applicable), 406 Hazard Mitigation measures and other documents required to establish and describe the size and nature of the Project in terms of electrical, water supply, and mechanical systems, materials, and any other additional requirements that may be necessary, including FEMA requirements. Also is required to the Awarded Proponent for this phase, to include the base of requirements for a comprehensive, but easy-to-implement roof operation and maintenance program. These documents must comply with the requirements stipulated in Section 1 of this RFP and be submitted to the UPR for consideration and approval.
- 2.1.3. SITE VISITS: **THE AWARDED PROPONENT** shall be available to perform site visits as required, to develop a detailed design that is accurate with the current conditions of the site and facilities. **THE AWARDED PROPONENT** shall follow all safety rules and regulations when performing this task and is also responsible for providing their own safety equipment, as necessary.
- 2.1.4. CONSTRUCTION DOCUMENTS PHASE: After the UPR approves of the Preliminary Design Phase documents, **THE AWARDED PROPONENT** must prepare the construction documents in digital and printed format, all within the terms specified in the proposal and contract. The construction documents phase consists of the preparation of final design plans, final specifications, final opinion as to probable construction costs, project schedule, final detailed SOW (including MOR and BBA if applicable), 406 Hazard Mitigation measures, and must be signed and stamped by a licensed Architect or Engineer, indicating in detail the construction requirements of the Project. According to the initial information provided by the UPR, **THE AWARDED PROPONENT** must include the necessary information for the bid, instructions to bidders, general and special conditions. These plans and final specifications, cost estimates, descriptions, and other documents, must comply with the requirements of Article 1 and be submitted to the UPR for consideration and approval.

- 2.1.5. **THE AWARDED PROPONENT** shall guarantee that the Construction Documents prepared will be adequate and enough to fulfill the purposes of the Project. In addition, **THE AWARDED PROPONENT** guarantees that these documents will meet the best professional practice standards. The approval of these plans and specifications will not be considered as a waiver of the UPR to the above guarantees.
- 2.1.6. SUBMITTAL REQUIREMENTS, APPROVALS, AND REVISIONS: **THE AWARDED PROPONENT** shall comply with all the requirements of the UPR for each one of the aforementioned Phases, including the submission of the necessary documents to obtain the endorsements and/or permits from the corresponding government agencies. This submission must have the itinerary to request the required endorsements and/or permits for the UPR, within a term not exceeding seven (7) calendar days after the approval notification of the Construction Documents Phase.
- 2.1.7. **THE AWARDED PROPONENT** will be responsible for complying with the requirements of the Permits Management Office (the "OGPe") to obtain the Notification of Approval. **THE AWARDED PROPONENT** will also be responsible for complying with any other state, municipal, or Federal agencies' requirements related to obtaining endorsements or permits including any endorsement or consultation with any applicable environmental or historic preservation agency. The **AWARDED PROPONENT** is responsible for the compliance with requirements from the Environmental Historic Preservation (EHP) of FEMA. Obtaining the Notification of Approval issued by the OGPe will be a condition for the final payment of five percent (5%) of the fees related to the Construction Documents Phase. The recommendations of such reviewing Agency must be incorporated in the Design and/or Working Drawing and/or Specifications by the OGPe will be a condition for the final payment of five percent (5%) of the fees related to the Construction Documents Phase. The recommendations of such reviewing Agency must be incorporated in the Design and/or Working Drawing and/or Specifications by **the AWARDED PROPONENT**. If the recommendations affect the cost and estimated time of the Project, **THE AWARDED PROPONENT** must immediately notify the UPR.
- 2.1.8. **THE AWARDED PROPONENT**, at its own cost, whenever necessary, shall make revisions in drawings and documents due to negligent deficiencies, errors, and omissions for which they are responsible under the requirements of this contract.
- 2.1.9. CONSTRUCTION COST ESTIMATES: **THE AWARDED PROPONENT** will provide Probable Construction Costs estimates at the end of each phase (Schematic Design, Preliminary Design, and Construction Documents). The awarded proponent is responsible for preparing cost estimates for the mentioned SOW and any additional SOW as required by UPR for compliance with all internal

and FEMA procedures. The cost estimate must include, separately, items cost of the 406 Hazard Mitigation measures and BBA work. The estimate to be delivered in the Preliminary and Construction Documents Phase must be complete and certified by THE AWARDED PROPONENT. THE AWARDED PROPONENT assures that it will develop a design within the established budget and conforming the Project's scope, MOR, 406 Hazard Mitigation and BBA work. If, after the development of the Construction Documents Phase, the anticipated estimate of construction cost has increased, THE AWARDED PROPONENT may suggest to the UPR revisions to the Project, and/or alternates to be included in the Construction Documents for bidding, in order to facilitate approaching the established Project budget, at no cost to the UPR. The UPR shall cooperate in revising the Project scope and quality as necessary to maintain the probable construction cost within the fixed limit of construction cost.

2.1.10. The budget of the Project, as described in the proposal accepted by the UPR, will be the established limit in the construction cost. THE AWARDED PROPONENT must base the estimate on current costs.

2.1.11. PROJECT SCHEDULE: THE AWARDED PROPONENT will provide Probable Construction Schedule at the end of each phase (Schematic Design, Preliminary Design, and Construction Documents). The project schedule shall incorporate the 406 HM and BBA activities. The Project schedule shall be revised accordingly with any revisions within the design phases.

2.1.12. BIDDING OR NEGOTIATION PHASE: THE AWARDED PROPONENT shall exercise its best professional judgment to design the Project and assist the UPR in obtaining bids that are within the approved Project budget. THE AWARDED PROPONENT, after the approval of the Construction Documents Phase by the UPR, shall assist the UPR in the bidding process, reviewing bid offers, award recommendation, and/or negotiation of the Project and will be responsible for accurately responding to questions raised during the bidding process.

2.1.13. BIDDING CONTINGENCY: The Project Budget, shall constitute a fixed limit of the Construction Cost. This budget must include a bidding contingency of ten percent (10%). If the lowest bidding exceeds the limit of ten percent (10%), it may be necessary to make reasonable adjustments to the Project scope in order to meet the estimate. It is understood that THE AWARDED PROPONENT shall, in collaboration with the UPR, determine what materials, equipment, component systems, and types of construction are to be included in the contract Documents, and to make reasonable adjustments in the scope and/or quality of the Project to bring it within the Project Budget, as it may be amended, at no additional cost to the UPR.

2.1.14. PROJECT REBIDDING: If the lower bona fide tender exceeds the construction cost limit, including the contingency fund established as a

condition for this contract, the UPR may: (1) formally approve an increase in the cost limit of construction, without modification or additional compensation to **THE AWARDED PROPONENT**; (2) authorize to offer the Project in a new bid within a reasonable period of time; or (3) cooperate to review the scope and quality of the Project as necessary to adjust the Project to the estimated cost of construction, before a new bid process. If (3) occurs and the original bid had been carried out within six (6) months of completion and delivery of the Construction Documents Phase, **THE AWARDED PROPONENT**, without additional compensation, will modify the plans and specifications as necessary to adjust the construction costs within the established limit. This service will be the limit of the responsibility of **THE AWARDED PROPONENT** regarding the cost. From then on, **THE AWARDED PROPONENT** will be entitled to their fees in accordance with the corresponding contract.

2.1.15. CONSTRUCTION OBSERVATION PHASE: The Supervision or Observation Phase of the Construction Phase of the Project, as defined by the Manual of Architectural Practice of the College of Architects and/or the College of Engineers and Surveyors of Puerto Rico, shall begin with the Order to Proceed to **THE AWARDED PROPONENT**, after the Construction Contract has been awarded, and the Order to Proceed has been issued to the Contractor, and will conclude when the Project has finally been accepted by the UPR as substantially finished.

2.1.16. The responsibility of **THE AWARDED PROPONENT** in relation to the supervision during the Construction Phase of the Project will be in accordance with the parameters set forth below, using the services of its professional consultants in the different specialties, as required by the UPR.

2.1.17. **THE AWARDED PROPONENT** must respond directly to the UPR, and before beginning work, it must meet with the UPR or its authorized representative to discuss the Project in its entirety, so that **THE AWARDED PROPONENT** understands the requirements of the UPR during construction.

2.1.18. **THE AWARDED PROPONENT** must conduct in accordance with their responsibilities, at least one (1) weekly monitoring visit to the project site and will make all the necessary visits to guarantee the development of the Project. **THE AWARDED PROPONENT** will participate in all project meetings. If necessary, **THE AWARDED PROPONENT** will also be responsible for each of its professional consultants to carry out, according to their responsibilities, supervisory visits during the construction of the specialized areas and all the necessary visits that are required during the development of the Project, at no additional cost to the UPR. During these visits, they will determine the progress achieved and the quality of the construction work, as well as if the development of the construction proceeds according to the contract Documents, the Construction Itinerary, and any other agreements or arrangements agreed to between both contracting parties. Based on the

observations, THE AWARDED PROPONENT must submit at least one (1) monthly report to the UPR with the necessary observations and recommendations, emphasizing possible defects and deficiencies in the construction work and the corrective measures, if any, it considers relevant. THE AWARDED PROPONENT will be responsible for requesting and including in its monthly report, the supervisory visits reports of its professional consultants with their observations and recommendations. During the visits and evaluations, THE AWARDED PROPONENT must strive to clarify important details of the Construction Documents to prevent deficiencies in the execution of the Project.

- 2.1.19. **THE AWARDED PROPONENT** is responsible for applying good documentation practices when managing construction related information. The review, approval, and response of all submittals, RFI's (request for information) is part of **THE AWARDED PROPONENT** scope of work.
- 2.1.20. **THE AWARDED PROPONENT** will not have control, or be in charge of, nor will it be responsible for the means, methods, techniques, sequences, or construction procedures, nor for the safety precautions and programs related to the construction work, since these are part of the rights and responsibilities of the construction Contractor. **THE AWARDED PROPONENT** must inform of observed deviations from the Construction Documents. However, **THE AWARDED PROPONENT** must not be liable for the contractor's failures to carry out the construction work in accordance with the Contract Documents.
- 2.1.21. **THE AWARDED PROPONENT** will be responsible for the errors and/or omissions related to the Construction Documents submitted for the execution of the Project. **THE AWARDED PROPONENT**, at no cost to the UPR, must make corrections to the plans and/or specifications, or provide the best and most economical solution to the problems arising from any error or omission of the Construction Documents during the Construction Phase. If the magnitude of the error or omission implies a correction that represents more than 10% of the Construction Cost of the activity involved, **THE AWARDED PROPONENT** will be responsible, and the UPR will have the right to claim said amount against the Errors and Omissions Insurance of **THE AWARDED PROPONENT** or claim to **THE AWARDED PROPONENT** directly in case the insurance coverage is not in force.
- 2.1.22. THE AWARDED PROPONENT must review and make recommendations to the UPR regarding the consideration and approval of the Contractor's Construction Cost Breakdown (Breakdown for Payment). If THE AWARDED PROPONENT determines that the above document has been incorrectly prepared, THE AWARDED PROPONENT must report it to the UPR.
- 2.1.23. In consideration of the payment for work performed, THE AWARDED PROPONENT must be responsible for reviewing the payment certifications submitted by the Construction Contractor and recommended by the

inspection. THE AWARDED PROPONENT will be responsible for evaluating the following aspects: 1) Verify that the construction work was finished on the certification date; 2) That the quality of the work is in accordance with the Contract Documents and with any test or evidence required in said documents; 3) That the Contractor is obliged to correct all minor deviations before consideration of the final inspection of the Project; 4) Review the relationship of previous payments for the same concept or reference item. In consideration of the payment for work certifications, it is understood that THE AWARDED PROPONENT is not responsible for conducting any analysis or investigation to determine the use or final purpose of the funds paid to the Construction Contractor for the construction contract; and 5) THE AWARDED PROPONENT will verify that the possible defects and deficiencies have been corrected.

- 2.1.24. THE AWARDED PROPONENT and the authorized representatives of the UPR will have the authority to refuse the work of the Construction Contractor when, in the opinion of THE AWARDED PROPONENT and the UPR, the work is not in accordance with the Contract Documents. When, in the professional opinion of THE AWARDED PROPONENT, it is necessary or advisable to ensure the proper intention of the Contract Documents, THE AWARDED PROPONENT must recommend to the UPR the establishment of special inspections and/or tests of any of the Construction Contractor's work in accordance with the provisions of the Contract Documents; for example, how the equipment and such works have been manufactured, installed, or finished.
- 2.1.25. THE AWARDED PROPONENT must review and consider with promptness, within a term not exceeding ten (10) calendar days, the approval of the shop drawings, samples, equipment, and other submissions of the Contractor, for its conformity with the design concept of the Project and for compliance with the information provided in the Contract Documents within the time stipulated in the general conditions of the Construction Contract. Such approval will be formalized by the technical consultants, as well as by THE AWARDED PROPONENT.
- 2.1.26. THE AWARDED PROPONENT will be responsible for evaluating and recommending Change Orders and submitting them for the approval of the UPR.
- 2.1.27. THE AWARDED PROPONENT, in coordination with the UPR, must carry out the supervision required to determine the date of the substantial completion of the Project.
- 2.1.28. As part of the Project Closeout, THE AWARDED PROPONENT must prepare a report stating that the list of deficiencies detailed in the Punch List was completed, the technical adjustments and/or cost modifications that may arise in the development of the work were taken care of, a summary of the

construction development with photographs, and the As-Built plans record verified and integrated in Digital Drawing Format (ACAD) by THE AWARDED PROPONENT. In addition to the above requirements, the UPR may request additional information deemed necessary as part of the completion process and acceptance of work.

2.1.29. If the construction of the Project is interrupted for any reason, partially or totally, **THE AWARDED PROPONENT** shall not be entitled to receive any additional compensation for its services during the construction phase, unless the UPR requires services in writing during such interruption. It is hereby agreed and understood that under no circumstances may such interruption relieve **THE AWARDED PROPONENT** of the obligations that they have assumed under this Contract.