

**UNIVERSITY OF PUERTO RICO  
CENTRAL ADMINISTRATION  
NOTICE OF REQUEST FOR PROPOSAL  
RFP #DRO 23-022  
DEVELOPMENT OF A CONSTRUCTION LOGISTICS PLAN**

Administración  
Central  
Universidad de  
Puerto Rico

**Timeline:**

**RFP publication date:** March 28, 2023.

**Site Visit:** March 31, 2023, Time: 2:00pm, via Microsoft Teams  
**Note:** Be advised that interested proponents must register via email to participate in the Virtual Meeting. Please provide the full company name, name of proponent and email address. Invitations will be sent on Thursday, March 30, 2023.

**Deadline for Request  
for Information by email:** April 5, 2023.

**Response for Request  
for Information by email:** April 12, 2023.



The proposal must be submitted **by email on or before 11:59pm (AST) on April 17, 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 [uprecovery.rpf@upr.edu](mailto:uprecovery.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") for a **Construction Logistics Plan development** within the UPR Río Piedras main campus (the "Project"). 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 companies or firms for the development of the construction logistics plan for the Río Piedras Campus: drawings, cost estimates, schedules, scopes of work, and other required documentation for the compliance of the requirements of FEMA and PRDOH/CDBG-DR Non-Federal Match Program.

The University of Puerto Rico, Río Piedras Campus consists of various facilities which includes, research, administrative, maintenance, utilities, historic, education, among others. The campus serves not only the student but the community in general. The fact that it is one of the main campuses of the University of Puerto Rico, makes this a critical task for the recovery efforts of the island. Based on this, the UPR needs to develop a construction logistics plan which allows the campus to ensure the recovery activities to be executed while the day-to-day operations continue with minimum or no impact at all. Around 134 facilities have been identified to be impacted by the recovery efforts.

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 787-250-8568

**REQUEST FOR PROPOSALS FOR:**

**Development of a Construction Logistics Plan  
University of Puerto Rico, Río Piedras Campus  
RFP #DRO 23-022**

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

Project 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") for a Construction Logistics Plan development (the "Project"). 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 companies or firms for the development of the construction logistics plan of the Rio Piedras Campus: Conceptual drawings, cost estimates, schedules, scopes of work, and other required documentation for the compliance of the requirements of FEMA and PRDOH/CDBG-DR Non-Federal Match Program.

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

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  
**E-mail: [uprrecovery.rfp@upr.edu](mailto:uprrecovery.rfp@upr.edu)**

**NOTICE:** Be advised that interested proponents must register receipt of this RFP at [uprrecovery.rfp@upr.edu](mailto:uprrecovery.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 28, 2023
RFP Virtual Meeting – (Non-Compulsory) NOTE: Be advised that interested proponents must register via email to participate in the Virtual Meeting. Please provide the full company name, name of proponent and email address. Invitations will be sent on Thursday, March 30, 2023.	March 31, 2023. Time: 2:00pm Atlantic Standard Time (AST) via Microsoft Teams
Deadline for Request for Information (RFI) by email	April 5, 2023
Response for Request for Information by email	April 12, 2023
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 17, 2023, Time: on or before 11:59pm Atlantic Standard Time (AST).
Award Notification	April 2023
Execution of Agreement	May 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.

**4. PROJECT DESCRIPTION**

The University of Puerto Rico, Rio Piedras Campus consists of various facilities which includes, research, administrative, maintenance, utilities, historic, education, among others. The campus serves not only the student but the community in general.

The fact that it is one of the main campuses of the University of Puerto Rico, makes this a critical task for the recovery efforts of the island. Based on this, the UPR needs to develop a construction logistics plan which allows the campus to ensure the recovery activities to be executed while the day-to-day operations continue with minimum or no impact at all.

Around 134 facilities have been identified to be impacted by the recovery efforts. The UPR Río Piedras campus facilities to be addressed in this RFP are:

UPR Río Piedras 063 Torre Norte
UPR Río Piedras Edificio 169 Antiguo ROTC
UPR Río Piedras Edificio 201 Edificio Nuevo R.O.T.C.
UPR Río Piedras Edificio 157 Cobertizo Radio Universidad
UPR Río Piedras Edificio 143 Cobertizo de Artes Plásticas
UPR Río Piedras Edificio 128 Garaje Residencia De La Facultad II
UPR Río Piedras Edificio 127 Garaje Residencia De La Facultad I
UPR Río Piedras Edificio 078 Residencia de la Facultad (MD-1-2)
UPR Río Piedras Edificio 077 Residencia de la Facultad (E)
UPR Río Piedras Edificio 200 Parque y Baños
UPR Río Piedras Edificio 197 Oficinas Administrativas, Baños y Canchas de Tenis
UPR Río Piedras Edificio 113 Taller de Educación II
UPR Río Piedras Edificio 107 Bellos Oficios
UPR Río Piedras Edificio 141 Cuidado Diurno D - Desarrollo Pre-Escolar
UPR Río Piedras Edificio 140 Cuidado Diurno C - Desarrollo Pre-Escolar
UPR Río Piedras Edificio 139 Cuidado Diurno B - Desarrollo Pre-Escolar
UPR Río Piedras Edificio 138 Cuidado Diurno A - Desarrollo Pre-Escolar
UPR Río Piedras Edificio 184 Plaza Universitaria
UPR Río Piedras Edificio 160 Edificio Rivera
UPR Río Piedras Edificio 048 Vagón de Escuela de Ecología, Familia y Nutrición
UPR Río Piedras Edificio 045 Anexo Economía Doméstica - HUM
UPR Río Piedras Edificio 042 Eugenio María de Hostos
UPR Río Piedras Edificio 040 Felipe Janer
UPR Río Piedras Edificio 161 Radio Universidad
UPR Río Piedras Edificio 130 Merenderos Ciencias Sociales
UPR Río Piedras Edificio 044 Biblioteca José M. Lázaro
UPR Río Piedras Edificio 039 Museo
UPR Río Piedras Edificio 012 Escuela de Derecho
UPR Río Piedras Edificio 703 Estación El Verde (Ecosistemas)
UPR Río Piedras Edificio 701 Residencia El Verde
UPR Río Piedras Edificio 181 Beatriz Lassalle
UPR Río Piedras Edificio 110 Ramón Emeterio Betances
UPR Río Piedras Edificio 016 Carmen Rivera de Alvarado
UPR Río Piedras Edificio 011 Juan José Osuna

UPR Río Piedras Edificio 001 Ana María O'Neil
UPR Río Piedras Edificio 095 Correo Interior
UPR Río Piedras Edificio 073 Salón de Actividades-Pérgola
UPR Río Piedras Edificio 072 Casa Ama de Llaves
UPR Río Piedras Edificio 071 Residencia del Rector
UPR Río Piedras Edificio 017 Planta Central de Refrigeración
UPR Río Piedras Edificio 056 A Anexo Servicios Médicos
UPR Río Piedras Edificio 098 General César Cordero Dávila (Actual Archivo y DTAA)
UPR Río Piedras Edificio 096 Centro Universitario
UPR Río Piedras Edificio 083 Antigua Oficina de Compras (Actual OPASO, Provisional, y Oficina de Propiedad)
UPR Río Piedras Edificio 037 Casa del Canciller
UPR Río Piedras Edificio 090 Complejo Cosme Beitía Sálamo
UPR Río Piedras Edificio 024 Talleres de Conservación de las Instalaciones Universitarias
UPR Río Piedras Edificio 019 Ernesto Ramos Antonini
UPR Río Piedras Edificio 196 Jaime Benitez Rexach
UPR Río Piedras Edificio 150 Ciencias Naturales Fase 2
UPR Río Piedras Edificio 121 Ciencias Naturales 1
UPR Río Piedras Edificio 092 Antigua Casa Lima
UPR Río Piedras Edificio 009 Cooperativa Empleados U.P.R
UPR Río Piedras Edificio 008 Antigua Casa Agraid
UPR Río Piedras Edificio 005 Taller Brigada OCIU
UPR Río Piedras Edificio 004 Residencias Turabo
UPR Río Piedras Edificio 173 Taller OCIU (Ornamentación)
UPR Río Piedras Edificio 172 Taller OCIU (Plomería, Herrería, Ebanistería y Electricidad)
UPR Río Piedras Edificio 148 Oficinas Taller OCIU (Mecánica)
UPR Río Piedras Edificio 147 Taller OCIU (Mecánica)
UPR Río Piedras Edificio 056 Servicios Médicos
UPR Río Piedras Edificio 093 Anexo Estudios Generales
UPR Río Piedras Edificio 177 Remolque (Servicios Médicos) Medicina Ocupacional
UPR Río Piedras Edificio 175 Remolque (O.P.D.F)
UPR Río Piedras Edificio 122 Facultad de Educación
UPR Río Piedras Edificio 085 Depósito de Archivo Central
UPR Río Piedras Edificio 060 Carlota Matienzo
UPR Río Piedras Edificio 043 Facundo Bueso
UPR Río Piedras Edificio 180 Bellas Artes
UPR Río Piedras Edificio 179 Nuevo Edificio de Arquitectura
UPR Río Piedras Edificio 116 Residencia de la Facultad (MD 3-4)
UPR Río Piedras Edificio 076 Residencia de la Facultad (D)
UPR Río Piedras Edificio 075 Residencia de la Facultad (C)
UPR Río Piedras Edificio 074 Residencia de la Facultad (B)
UPR Río Piedras Edificio 129 Anfiteatro Julia de Burgos
UPR Río Piedras Edificio 047 Luis Palés Matos

UPR Río Piedras Edificio 050 Julio García Díaz
UPR Río Piedras Edificio 031 Teatro UPR
UPR Río Piedras Edificio 069 Anexo Escuela Elemental 2 (Comedor)
UPR Río Piedras Edificio 046 Anexo Escuela Secundaria
UPR Río Piedras Edificio 029 Escuela Elemental Cecilia Arnaldi de Olmedo
UPR Río Piedras Edificio 027 Escuela Secundaria
UPR Río Piedras Edificio 182 Salón de Música de la Escuela Elemental
UPR Río Piedras Edificio 132 Cancha de Baloncesto Escuela Elemental
UPR Río Piedras Edificio 126 Antigua Oficina de Investigadores (Actual Consejeros de Secundaria)
UPR Río Piedras Edificio 124 Cafetería de Escuela Secundaria
UPR Río Piedras Edificio 030 Antiguo Salón de Musica Escuela Elemental
UPR Río Piedras Edificio 185 B Enlace CAUCE (Cubierta de Patio)
UPR Río Piedras Edificio 185 A Enlace CAUCE (Oficina de Jardinería)
UPR Río Piedras Edificio 183 Estacionamiento Multipisos
UPR Río Piedras Edificio 052 Anexo Facundo Bueso
UPR Río Piedras Edificio 053 Escuela de Comunicación (COPU)
UPR Río Piedras Edificio 158 Unidad Móvil EPSCOR
UPR Río Piedras Edificio 709-711 Estación del Tiempo de Fajardo
UPR Río Piedras Edificio 708 Estación El Verde 2
UPR Río Piedras Edificio 707 Pico del Este
UPR Río Piedras Edificio 705 Dormitorios El Verde
UPR Río Piedras Edificio 000 Torre de Radio
UPR Río Piedras E-444 Site Eléctrico
UPR Río Piedras Campus Wide Data and Communication Systems
UPR Río Piedras 444 Site
UPR Río Piedras Edificio 020 Hogar Masónico
UPR Río Piedras Edificio 018 Casa Margarida
UPR Río Piedras Edificio 057 Domingo Marrero Navarro/Anfiteatro de Estudios Generales
UPR Río Piedras Edificio 022 OCIU & OPDF
UPR Río Piedras Edificio 104 Oficina de Seguridad
UPR Río Piedras Edificio 108 Almacén de OCIU
UPR Río Piedras Edificio 091 UPR Río Piedras Edificio 091 Piscinas
UPR Río Piedras Edificio 015 Almacén de Suministros
UPR Río Piedras Edificio 068 Casa de Animales Experimental 1
UPR Río Piedras Edificio 059 Casa Práctica Infante y Maternal
UPR Río Piedras Edificio 059 A Anexo Casa Práctica Infante y Maternal
UPR Río Piedras Building Contents
UPR Río Piedras Edificio 058 Antigua Escuela de Arquitectura
UPR Río Piedras Torre Norte Contents
UPR Río Piedras Edificio 112 Taller de Educación I (Robótica)
UPR Río Piedras Edificio 034 Senado Académico
UPR Río Piedras Edificio 038 Antigua Registraduría
UPR Río Piedras Edificio 159 Casa Klumb



UPR Río Piedras Edificio 070 Residencia Estudiantes Campus
UPR Río Piedras Edificio 035 Agustín Stahl
UPR Río Piedras Edificio 178 Casa del Huerto
UPR Río Piedras Edificio 051 Vivero
UPR Río Piedras M-444 Site Mecánico
UPR Río Piedras Edificio 704 Residencia Estación El Verde (Ecosistemas)
UPR Río Piedras Edificio 199 EDFI Almacén y Canchas de Arena
UPR Río Piedras Edificio 198 Pista Atlética y Gimnasio
UPR Río Piedras Edificio 185 Enlace-Cauce
UPR Río Piedras Edificio 154 Casa de Animales Experimental 2
UPR Río Piedras Edificio 131 Cisterna
UPR Río Piedras Edificio 010 Casa Vigoreaux
UPR Río Piedras Edificio 049 Román Baldorioty de Castro
UPR Río Piedras Edificio 036 Antonio S. Pedreira
UPR Río Piedras Edificio 041 Sebastián González García



## 5. SERVICES

The **Awarded Proponent** will carry out, 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:

Initials \_\_\_\_\_

## 5.1 SERVICES RELATED TO FEMA'S SOW

- 5.1.2 The Awarded Proponent is responsible for verifying the FEMA SOW of all facilities including but not limited to the PA, HMP, BBA, Method of Repair and EHP. All of the above documents will be provided after Contract award.
- 5.1.2 The Awarded Proponent shall familiarize and evaluate the current logistics and phases established by the DRO for the Rio Piedras campus to provide feedback and improvements options.
- 5.1.2 The Awarded Proponent shall perform an evaluation of the current campus operations including but not limited to users, capacity, facilities and other key elements to allow for an understanding of the critical aspects required to develop the logistics plan. The DRO will coordinate the visits and meetings with the key personnel from the UPR Rio Piedras campus.
- 5.1.3 The Awarded Proponent shall attend coordination and progress meetings as required to develop the required deliverables.
- 5.1.4 The Awarded proponent shall consider and include site visits as part of the SOW. Site visits will be coordinated through the Disaster Recovery Office (DRO).
- 5.1.6 The Awarded Proponent shall provide as part of the construction logistic plan conceptual drawings showing key elements like buildings location, staging areas, materials flow, traffic flow, etc. Also, the plan shall incorporate a timeline/schedule and a written description of the proposed plan.
- 5.1.6 The Awarded Proponent shall deliver a construction logistics plan which provides none or minimum disruptions to the UPR Rio Piedras campus operations, while allowing to comply with the schedule and period of performance established by FEMA.
- 5.1.6 The plan will be developed in phases. Every phase shall be submitted to the UPR for review and approval prior to proceeding into the next phase. Proponent shall allow time in their SOW for revisions as required between phases.
- 5.1.6 Phase 1 – Consists of information gathering and evaluation included but not limited to SOW documents, evaluation of established priorities and phases site visits, campus operations assessment, key personnel meetings and interviews among others.
- 5.1.6 Phase 2 – Consists of the development of a preliminary construction logistics plan including but not limited to conceptual drawings, written guidelines and schedules among others.
- 5.1.6 Phase 3 – Consists of the development of a final construction logistics plan including but not limited to execution drawings, written guidelines and schedules among others.
- 5.1.6 The Awarded Proponent will inhibit from the design, inspection or construction services or any other bid process related to any of the Rio Piedras campus which involve FEMA projects.

## 6. COST PROPOSAL

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

## 7. REQUIRED DOCUMENTS FOR THE SUBMISSION OF THE PROPOSAL

### **General Instructions**

The evaluation and selection of a Proponent 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 companies or individuals with current license to practice engineering or architecture in Puerto Rico are not 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 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
- Cost Proposal Breakdown
- **Copy of initialized RFP and its Appendices.**

#### **Request for Information (RFI)**

An RFI or clarification shall be addressed by email to: [uprrecovery.rfp@upr.edu](mailto:uprrecovery.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.

## **8. 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.

## **9. COMPENSATION FOR SERVICES AND PAYMENT METHOD**

The UPR will pay **the Awarded Proponent only** for services rendered or provided to the satisfaction of the UPR. **The Awarded Proponent** will certify that it will submit invoices for services established in the contract and any other services approved in writing by the UPR.

For the performance of the CONSTRUCTION LOGISTICS PLAN, **the Awarded Proponent** will prepare and deliver to the UPR the documents required for each of the phases within the time indicated in the basic itinerary agreed to between the parties. The services are based on a total of calendar days, beginning on the date of the written Notice to Proceed for each of the phases, and will be interrupted by the evaluation processes carried out by the UPR between each of the phases. Payments will be made after the UPR receives and approves in writing the documents required in the SERVICES, as indicated in the contract.

**The Awarded Proponent** must submit one (1) original 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 Director of the Office of Physical Infrastructure and Development 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.

During the LOGISTICS PLAN development, the invoices must detail the phase, services provided, or the activities carried out, accompanied by the required documents, and comply with the Basic Services requirements established in the contract.

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.

## **10. 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 **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 the development of logistics plans, 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 (10 points) – Refer to Appendix A Statement of the Bidder**

- Provide a complete profile of your organization, mission, and vision statements (10 points).

**Experience and strategy in providing the services (35 points) – Refer to 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)
- Experience with the development of the requested services. (10 points)

**Team qualifications (25 points) – Refer to 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. The Proponent shall specifically identify current employees 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 required specialists for the scope work of this project (10 points)

**Execution Time (15 points) – Refer to Appendix D Cost Proposal**

- Proponent with the reasonable and shortest execution time. (15 points)



### **Proponent references (5 points) – Refer to 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. (5 points)

### **Cost Proposal Breakdown (5 points)**

- Provide a Cost Breakdown for the services included as part of your proposal. (5 points)

### **Cost Proposal (30 points) – Refer to Appendix F – Cost Proposal**

- Proponent with lower proposal (30 points), all other proposals receive a percentage of the point available based on their cost relationship to the lowest with the following formula:  $(\text{Lowest Cost Proposal} / (\text{Cost Proposal being evaluated})) \times \text{Total Cost Proposal Points}$ . Final score will be rounded to the nearest whole number.

### **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:

- Percentage 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.**

- o Proposers seeking M/WBE preference **should provide a copy of their MWBE certification to evidence their status.**

**TABLE - SUMMARY OF POINTS**

Description	Points
<b>Executive Summary</b>	<b>10</b>
<b>Experience and strategy in providing the services</b>	<b>35</b>
<b>Team qualifications</b>	<b>25</b>
<b>Execution Time</b>	<b>15</b>
<b>Proponent references</b>	<b>5</b>
<b>Cost Proposal Breakdown</b>	<b>5</b>
<b>Cost Proposal</b>	<b>30</b>
<b>Subtotal</b>	<b>125</b>
<b>Section 3 Business concerns and MWBE</b>	<b>5</b>
<b>Total</b>	<b>130</b>

## 11. 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.

## 12. 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 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 and/or the award of the bid 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 bid 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.

### **13. UPR DISCLAIMERS**

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

#### **13.1. Equal Employment Opportunity and Non-Discrimination**

13.1.1. 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.

#### **13.2. Conflict of Interest**

13.2.1. 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.

13.2.2. 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.

#### **13.3. Proponent's Error and Omissions**

13.3.1. 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.

#### **13.4. Proponent's Expenses**

13.4.1. 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.

**13.5. Selection of proposal in best interest of the UPR**

13.5.1. 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.

**13.6. Number of Awards**

13.6.1. 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").

**13.7. SAM Registration**

13.7.1. 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.

**13.8. Withdrawal Proposals**

13.8.1. 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.

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

13.9.1. 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.

13.9.2. 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.

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

**13.10. Ownership of Proposals**

13.10.1. 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.

**13.11. Confidentiality of Proposals**

13.11.1. 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.

**13.12. Collection and Use of Personal Information**

13.12.1. 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.

**13.13. RFP and Proposal as Part of Agreement**

13.13.1. 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.

**13.14. Non-Assignment**

13.14.1. 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.

**13.15. Causes for Disqualification**

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

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

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

13.15.4. 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.

**13.16. No Bid**

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

**13.17. Sub-Contracts or Consultants of the Awarded Proponent**

13.17.1. 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.

#### 14. 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 here](#))
- 5. MWBE Utilization Plan - ([Click here](#))
- 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. 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**

## **15. 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. The Proponent shall specifically identify current employees 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 required specialists for the scope work of this project.

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 \_\_\_\_\_



## 16. 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 23-022

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)**  
**Development of a Construction Logistics Plan**  
**Community Development Block Grant – Disaster Recovery**  
**Universidad de Puerto Rico**  
**RFP #DRO 23-022**

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 **Development of a Construction Logistics Plan / RFP# DRO 23-022** 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 impair, or give the appearance of impairing, impartial judgment in

Initials \_\_\_\_\_

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)  
Development of a Construction Logistics Plan  
Community Development Block Grant – Disaster Recovery  
Universidad de Puerto Rico  
RFP #DRO 23-022**

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 \_\_\_\_\_

## **17. APPENDIX C**

# **POLICIES AND INSURANCE**

### Required Insurance for the project

#### RFP #DRO 23-022

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

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 <sup>th</sup> Street S.W Washington, DC 20410
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**Note:**

**(X) – Document Required**

**(--)** – Document Not Required

## **18. APPENDIX D**

# **COST PROPOSAL**



## COST PROPOSAL

**University of Puerto Rico**

**RE: Development of a Construction Logistics Plan at University of Puerto Rico, Río Piedras Campus RFP #DRO 23-022**

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

In compliance with your Invitations for Bids, 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.

PHASE	TIME	Cost
Phase1 – Evaluation and Assessment	___ weeks	\$
Phase 2 – Preliminary Logistics Plan	___ weeks	\$
Phase 3 – Final Logistics Plan	___ weeks	\$
_____ (\$_____)		
<b>*Write the total amount in word and numbers</b>		

Fees for additional Professional Services	
	Fee per hour

The bidder 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\_\_.

<b>Firm Name:</b>	
<b>Signed by:</b>	_____ (Sign it in ink)
<b>Name:</b>	

Initials \_\_\_\_\_

<b>Title:</b>	
<b>Employers Social Security:</b>	
<b>Mail Address:</b>	
<b>Physical Address:</b>	
<b>Phone Number:</b>	
<b>Fax Number:</b>	
<b>E-mail:</b>	