

UNIVERSITY OF PUERTO RICO  
CENTRAL ADMINISTRATION  
NOTICE OF REQUEST FOR PROPOSAL RFP #DRO 23-025  
INSPECTION SERVICES

Timeline:

**RFP publication date:** July 5, 2023.  
**Deadline for Request  
for Information by email:** July 7, 2023, Time: on or before 4:30pm.  
**Response for Request  
for Information by email:** July 10, 2023, Time: on or before 4:30pm.

The proposal must be submitted **by email on or before 11:59pm (AST) on July 14, 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.rfp@upr.edu](mailto:uprecovery.rfp@upr.edu)**. To request the RFP Documents, write to us at said email.



The UPR is working towards its recovery, which requires the issuance of this Request for Proposal for Inspection Services for the Project **Rehabilitation of the Resi-Campus Building at the University of Puerto Rico, Río Piedras Campus**. This Program is 90% (\$698,940,543.78) funded by FEMA, 10% (\$42,625,237.77) matching funds of CDBG-DR Non-Federal Match Program and (\$35,034,822.65) institutional and other federal funds. The purpose of this RFP is to request and receive proposals from qualified Licensed Professional Architects and/or Engineers (firms or individuals) for Inspection Services. The awarded firm or professional will also provide services of oversight and coordination for the execution of a complete comprehensive project, while in compliance with FEMA, PRDOH/CDBG-DR Non-Federal Match Program and the United States Department of Education (USDE).

This project contemplates a complete intervention of the building, updating its electrical and mechanical systems, while updating its compliance with current regulations on accessibility, means of exit, as well as detection, alarm, and fire extinguishing. Along with the updating of the systems, the project contemplates the replacement of doors, some windows, and the remodeling of all the units of bedrooms and public areas, to update the housing model, to the latest standards. The building is listed in the National Register of Historic Places (NRHP).

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 (Jun 30, 2023 13:11 EDT)  
Julio A. Collazo Rivera, Director

Oficina de  
Desarrollo  
Físico e  
Infraestructura

Jardin Botánico Sur  
1187 Calle Flamboyán  
San Juan PR  
00926-1117  
Tel. 787-250-0000  
Fax 787-250-6568

**REQUEST FOR PROPOSALS FOR:**

**INSPECTION SERVICES for  
Project Number: 10050-DRO-1-RRP**

**Project Title: REHABILITATION OF THE RESI-CAMPUS BUILDING,  
University of Puerto Rico, Río Piedras Campus  
RFP DRO# 23-025 / 10050**

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

Project funded by:  
FEMA, CDBG-DR AND USDE PROGRAMS



**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 it was established as an organic system of higher education to contribute to the development and enjoyment of the fundamental, ethical and aesthetic values of Puerto Rican culture, and committed to the ideals of a democratic society. This RFP will be managed by the Physical Development and Infrastructure Office (the "ODFI" by its Spanish acronym)

The RFP is issued to qualified project inspection firms or professionals with complete resources to provide technical, administrative, and strategic assistance to the UPR. The engineers and/or architects must be licensed professionals of the Commonwealth of Puerto Rico, the College of Engineers and Land Surveyors of Puerto Rico (The CIAPR, by its Spanish acronym) and/or the College of Architects and Landscape Architects of Puerto Rico (CAAPPR, by its Spanish acronym). The purpose of this RFP is to award a contract for **Inspection Services** for the **Rehabilitation of the Resi-Campus Building in Río Piedras Campus (Building No. 070)** (the "Project"). This project is divided into two (2) phases. Phase #1 will be the hazardous materials mitigation of Lead and Asbestos. Phase #2 will be the general works for the rehabilitation of the building.

The awarded firm or professional will provide services of oversight and coordination for the execution of the mitigation phase, partial demolitions, and the general works for the entire project. This project is funded, in part, by the Puerto Rico Department of Housing (the "PRDOH"), under the CDBG-DR Non-Federal Match Program, the Public Assistance Program of the Federal Emergency Management Agency (the "FEMA") and the United States Department of Education (the "USDE") programs. These programs are intended for the refurbishing, new construction, replacement, maintenance, and equipment acquisition of buildings, structures, facilities infrastructure and/or sites severely damaged by Hurricanes Irma and María in 2017.

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

The RFP shall be sent and addressed to:

**Mr. Julio A. Collazo Rivera**  
**Director**  
Physical Development & Infrastructure Office

**Attention to:**  
**Eng. Roberto C. Wah Reyes**  
**Project Coordinator**

University of Puerto Rico  
Jardín Botánico Sur 1187, calle Flamboyán  
Río Piedras, Puerto Rico 00926-1117

**E-mails:** [upprecovery.rfp@upr.edu](mailto:upprecovery.rfp@upr.edu)

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

- Notice of changes or cancelation of the RFP.
- Contract Terms and Conditions of the UPR for Inspection services
- 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  | July 5, 2023.  |
| Site Visit (not compulsory)  | If required by the proponents  |
| Deadline for Request for Information (RFI) by email  | July 7, 2023, Time: on or before 4:30pm Atlantic Standard Time (AST)   |
| Response for Request for Information by email  | July 10, 2023, Time: on or before 4:30pm Atlantic Standard Time (AST)  |
| The proposal must be submitted by email. Address the indicated contacts in Section 2 – CONTACT (Mr. Julio A. Collazo Rivera, Attention to Eng. Roberto C. Wah Reyes) | July 14, 2023, Time: on or before 11:59pm Atlantic Standard Time (AST) |
| Expected Award Notification  | On or before August 2023   |
| Expected Execution of Agreement  | August 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 building is a 120,000 SF nine story building built in 1961 (61 years old approx.) that includes steel reinforced concrete exterior walls; slab on grade; pour in-place columns, walls, and floors. Roof is a rolled composition roofing system and includes mechanical room and penthouse to support the elevator room above the mechanical room and includes a CMU block wall around the old incinerator stack. Originally the building ground level only had a small reception area at the elevator/stairway, the remaining area was open spaces, although throughout the years it has been filled in with office spaces and study areas. The 8th floor has 4 units, and the other 7 floors have 8 units. This building is naturally environmentally controlled with jalousie windows in the hallways and rooms. Only the ground floor offices have window mounted air conditioners and acrylic window sashes secured inside the windows. There are 3 stairways, two at each end and one central or main stairway next to elevators. All interior walls are reinforced concrete and floors are polished concrete, ceramic tile, or vinyl composition tiles. This facility was in use at the time of hurricane María (sept/2017) and is listed in the National Register of Historic Places (NRHP).

The proposed remodeling project in progress contemplates reducing the occupational burden, considering only two residents per unit (approx. four per apartment) so the new project will provide private rooms for **233 residents**.

This remodeling project contemplates a complete intervention of the building, updating its electrical and mechanical systems, while updating its compliance with current regulations on accessibility, means of exit, as well as detection, alarm, and fire extinguishing. Along with the updating of the systems, the project contemplates the replacement of doors, the replacement of most of the windows and the remodeling of all the units of bedrooms and public areas, to update the housing model, to the latest standards. It is important to indicate that over the years some bathrooms were remodeled to update the spaces for the compliance with ADA, but this project contemplates the conservation of emblematic and historical bathroom and kitchen tiles (only the original ones from 1961) and some of the existing wood slats windows.

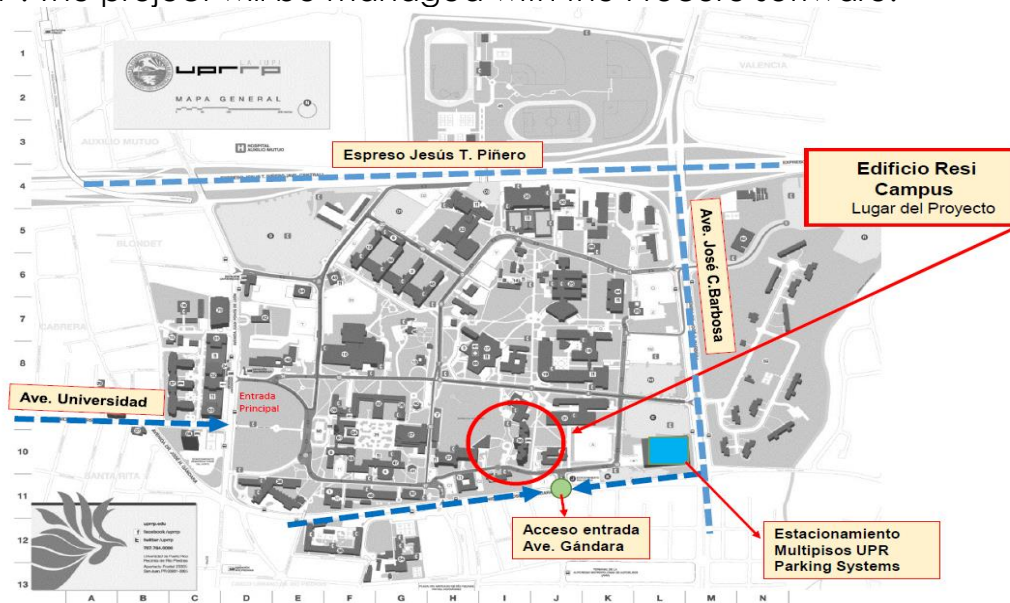
The initial phase of the work will be the exercise to mitigate the presence of asbestos and lead. According to environmental studies conducted by the company EHSS (Environmental Health & Safety Services), the results were positive for lead and asbestos content in several areas and elements.

In relation to the lead content, several elements were identified with positive results among which are: gray ceramic on bathroom and kitchen walls, ceramic bathroom equipment, bathroom sinks and concierge room in ceramic, ceramic water fountains, yellow paint on taped (exterior), blue paint on handrails on handicapped ramps, windows in corridor with green paint, mailbox area and bars on the "ground floor", among others.

In relation to asbestos content, among the elements identified as positive are: roof waterproofing membrane (several areas) and vinyl floor slab (glue) in several areas.

In relation to the roof waterproofing system, the project contemplates the complete removal of the existing waterproofing system, for its replacement with a totally new system consisting of a combination of a "2-ply SBS Modified Bitumen" system for most of the roof area in combination with a "Fluid Applied System with Fabric Reinforcement and Quartz Silica for Abrasive Profile" system for other smaller areas.

After the asbestos and lead-based paint mitigation phase is finished, the contractor must build a "model" apartment type "A" to obtain the owner's approval before continuing the construction of the remaining apartments. The owner's representatives will choose the apartment that is going to be used as the "model". The project will be managed with the Procore software.



Location Map

## 5. TIME OF THE SERVICES:

- The execution of the Project by the selected construction contractor shall be completed in 600 calendar days (20 months) starting with the Order to Proceed through acceptance of the Substantial Completion document. An additional 30 calendar days will be given to complete pending work to be performed as reported in the punch list for the final Project's Acceptance.
- The **Inspection Services** will be for **660 Calendar Days (22 months)** considering the project execution phases and the final close out process.
- If necessary, the UPR may extend the time of the contract by an amendment.

## 6. SERVICES

- The **Inspector** will agree with the UPR to carry out, as part of the inspection services, all the activities and responsibilities identified below, acknowledging that this does not constitute an exhaustive list of the duties of the **Inspector**, which can increase due to the very nature of the work.
- As part of the inspection services to be provided, the **Inspector** will serve as a consultant in all matters related to this contract, constituting an advisory resource for the UPR in the plans, strategies, and actions referred and/or requested by the President or his authorized representative, and will be available to complete said requests and attend the meetings that the UPR deems necessary.
- The **Inspector** will work as a representative of the UPR during the development of the Project. The personnel designated by the **Inspector** 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 College of Architects and Landscape Architects of Puerto Rico with the corresponding membership fee payment up to date.
- The **Inspector** will provide personnel to work as a team with the UPR's employees, will remain in the Project site, will oversee the field office, and will be responsible for the faithful compliance with the requirements of this RFP.
- The **Inspector** will maintain a work team on the project site during the development of the construction. The UPR reserves the right to object the appointment of the selected personnel according to their credentials and the technical work to be performed. When required by the ODFI's Project Coordinator, the **Inspector** must submit for the UPR's approval the information



of mechanical and electrical consultants who will be participating in the project meetings.

- The **Inspector** shall serve as support for UPR with the complaint of all FEMA requirements as ensuring performance of the Public Assistant (PA) SOW and all 406 Hazard Mitigation (HM) measures required for the project.
- The **Inspector** must support UPR providing coordination and assistance with the contractor and subcontractors in case of any extraordinary event as strikes, interruption of operation, or preparation for a storm or hurricane. Also, it is required that the **Inspector** document all the impact of these events in terms of contractor interruption time, personnel amount and activities impacted.
- For this project, the UPR is requesting two (2) professionals for the inspection services. One of them will be the **Principal Resident Inspector** and the other one will be the **Assistant Resident Inspector**. It could be two (2) engineers or two (2) architects or a combination of engineer and architect. In either case, the two (2) professionals must have previous experience, for at least five (5) years or more, in construction inspection services.
- The **Principal Resident Inspector** must have a Professional Engineer License (PE) or be a Licensed Architect (RA). The **Assistant Resident Inspector** could be an Engineer-in-training (EIT) or an Architect-in-training (AIT). The **Assistant Resident Inspector** could have only a bachelor's degree in engineering or architecture, but in that case, either professional must have ten (10) or more years of experience in construction inspection services. The credentials and experience of the two (2) professionals will be taken into consideration at the proposal's evaluation.

#### **A. Required Administrative Services**

- The **Inspector** must verify that the documents required for the signing of the construction contract with the General Contractor (Contractor) are complete and valid. These include, but are not limited to, documents from the State Insurance Fund Corporation, Liability Insurance, Builder's Risk Insurance, Debt Certification and Income Tax Returns Filing Certification issued by the Department of the Treasury, CRIM Debt Certification, Financial Statements of the construction company, Performance Bond, municipal license and construction excise taxes payment, and any other document required by the construction contract and the applicable Federal, state, or municipal laws, statutes, rules, regulations, provisions, and ordinances.

- Attending the Pre-Construction meeting and prepare the meeting record.
- Participate in weekly and special meetings, as required by the UPR, and prepare the meeting agenda records.
- Evaluate the credentials of all personnel who will work on the Project and ensure that they have the required training for the tasks to be executed. Review the certifications or calibrations of the basic equipment to be used by the Contractor and the subcontractors previously authorized by the UPR.
- Notify the Director, or the authorized representative of the ODFI, about the deficiencies of the Contractor and Subcontractors in the performance of the activities of the Project, with special attention to deficiencies related to the Project progress and schedule; and provide a written report to the ODFI representative with recommendations to correct those deficiencies.
- Prepare daily and monthly reports to be delivered to the ODFI representative no later than ten (10) days following the end of the reporting period or no later than ten (10) days after requested by the ODFI representative.
- Consult with the designer, the project supervisor (Supervisor), and the ODFI Director or his/her authorized representative when the plans or technical specifications of the project are ambiguous or require interpretation.
- Review the initial Project Execution Plan (as required by the construction contract) provided by the Contractor and its subsequent updates.
- Establish and maintain a directory with names, addresses, emails, phone numbers, and contact persons of the Supervisor, Contractor, Subcontractor, and every government agency involved in the execution of the project.
- Make recommendations to the ODFI representatives on proposed changes to the drawings and specifications of the project.
- Coordinate with the Supervisor, the ODFI's Director, or his/her authorized representative the interpretation of the contract documents, drawings, and specifications related to the Project and ensure that the corresponding approvals or government permits are obtained by the Contractor before beginning construction.
- Request and obtain from the Contractor (as required by the construction contract), the Project Execution Plan, no later than fifteen (15) calendar days

following the issuance of the Notice to Proceed. The Project Execution Plan must describe in detail how the Contractor proposes to carry out the work. This plan must be illustrated using a Gantt chart and include the start and finish dates of the activities to be executed, as identified in the payment breakdown. The Gantt chart must illustrate dependencies between project activities, milestones, and the critical path of the project if needed. This plan will be used to measure the progress of the Project. The **Inspector** and the contractor will use Microsoft Projects scheduling software.

- Request and obtain from the Contractor a written two-week work itinerary detailing the tasks that will be performed during that period. A Gantt chart is NOT necessary for this itinerary.
- The **Inspector** will provide along with the monthly reports, the updated Project Execution Plan submitted by the Contractor, or when the ODFI representative requests it. The **Inspector** will also provide an objective evaluation of the status of the project with a detailed explanation of the activities scheduled for the reporting period.
- Inform ODFI's Director or his/her authorized representative and the Supervisor on potential problems and recommendations to prevent them or minimize its impact.
- If the Contractor is behind on schedule in any of the critical path activities for more than a week, which consists of five (5) working days, the **Inspector** will request the Contractor the preparation of a Project Recovery Plan. The **Inspector** will evaluate the plan and provide recommendations to the Supervisor and the ODFI representative. The Project Recovery Plan and the recommendations will be delivered to the ODFI Director or his/her authorized representative no later than three (3) business days after being submitted by the Contractor.
- At the request of the UPR, the **Inspector** will prepare project schedules using Microsoft Projects software. The project schedules must be illustrated using Gantt charts to include the start and finish dates of the activities.
- The **Inspector** will advise the University on obtaining the Use Permit corresponding to the Project and will carry out the necessary steps to complete this requirement. This requirement is necessary for the contract to be settled.
- The **Inspector** will be obligated to verify that all the necessary permits for the beginning, development, and completion of the project were obtained at the time that the applicable laws or regulations require. If such permits were

not obtained, the **Inspector** will notify the University and will not allow the project to continue until such permits are issued. The **Inspector** will be jointly and separately responsible with the Contractor for the payment of any fine that any government agency imposes on the University for the absence of such permits.

- The **Inspector** will be responsible for ensuring that the Contractor and Subcontractors comply with the request, procurement, and compliance of the permits related to the project that the Contractor is required to process.
- Monitor Contractor and Sub-Contractors certified payroll, in compliance with the Davis-Bacon Act.
- The inspector shall support UPR with the compilation and submission of required documentation and/or information from contractor for compliance with all FEMA and Davis Bacon requirements.
- Davis Bacon and Related Acts Compliance:
  - The Contractor shall comply with all the requirements of the Davis-Bacon Act of 1931 (DBA), 40 U.S.C. § 3141 et seq., which guarantees fair wages, benefits, and overtime to employees while working on government-funded construction, alteration, or repair projects in excess of \$2,000.00. The Davis-Bacon and Related Acts (DBRA) determine applicability of Davis-Bacon to Federally-assisted construction contracts. The Housing and Community Development Act of 1974 (HCD), 42 U.S.C. § 5301 et seq., Section 110 of the Act, determines the DBRA applicability to CDBG-DR. The DOL sets forth the principal set of regulations for labor rules in 29 C.F.R. Parts 1-7: • 29 C.F.R. Part 1 – Regulates wage rate determination • 29 C.F.R. Part 3 – Copeland "Anti-kickback" Act of 1934, 18 U.S.C. § 874 and 40 U.S.C. § 3145, defines anti-kickback regulations; obligation of weekly payrolls and governs payroll deductions • 29 C.F.R. Part 5 – Defines Labor Standards Regulations • 29 C.F.R. Part 6 – Regulates administrative proceedings to enforce Labor standards • 29 C.F.R. Part 7 – Regulates non-compliance All covered contracts must include Davis-Bacon and other labor standards clauses and the applicable wage determinations.
  - The **Inspector** will be responsible of ensuring that the Contractor and Subcontractors comply with Davis-Bacon Act of 1931 (DBA), 40 U.S.C. § 3141 et seq., the Davis-Bacon Related Acts, and all aforementioned federal laws and regulations.

The **Inspector** will be responsible for the following:



- Site Visits and Interviews:
  - The **Inspector**, once the construction begins, will conduct job site visits and contractor employee interviews using HUD 11 Form and Instructions.
  - The interview must be conducted in-person and onsite.
  - The interview must be conducted confidentially and in a private location so the contractor employee can speak freely and without fear of retribution.
  - Must be documented on the HUD-11 Employee Interview Form and signed by the contractor employee and interviewer.
  - The **Inspector** shall submit to the UPR the conducted interviews in the Project Close-Out.
- Monitor the Contractor and Sub-contractor certified Payroll (WH-347 Form):
  - The **Inspector** shall review weekly the complete and certified payroll reports (WH-347) and supporting documentation from the contractor (including subcontractors) for the duration of the project to ensure that employees are paid no less than the wage rate stated on the Executive Order 2022-014 and the Circular Letter 2022-01 of the Department of Labor and Human Resources (DTRH by its Spanish acronym).
  - The **Inspector** will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the day and hours worked on the job site, work classification and rate of pay.
  - The **Inspector** shall submit the contractor's payroll to the UPR within 7 days after being paid.
  - The **Inspector** shall notify the UPR and Contractor in writing of any deficiencies that must be remedied to ensure correction of underpayments.
- The **Inspector** is responsible for the direct oversight of the contractor and any respective laborers and mechanics.
- The **Inspector** should be proactively reviewing and performing Quality Assurance/Quality Control (QA/QC) to the reviews the contractors perform to ensure compliance with the labor standard provisions.
- The **Inspector** shall verify and assure that the contractor posted the following posters in a visible area for all the workers employed at the project and where the poster won't be destroyed by wind or rain, etc:
  - Employee Rights under the Fair Labor Standards Act
  - Employee Rights under the Davis Bacon Act
  - Employee Rights under the Family and Medical Leave Act

- “Receso para Madres que amamantan, bojo la Ley de Normas Justas de Trabajo (FLSA)”
- The wage determination:
  - Executive Order 2022-014 and the Circular Letter 2022-01 of the Department of Labor and Human Resources (DTRH by its Spanish acronym)
  - General Decision Number: PR20230001, PR2023002, PR20230003 of SAM.gov. For wage determination: <https://sam.gov/content/wage-determinations>
- The **Inspector** should adhere to UPR recordkeeping requirements, and ensure full documentation is always available for any internal or external monitoring visit.
- For all the forms above mentioned, please [CLICK HERE](#)
- For more information, please [Click here](#) to refer to the “Davis-Bacon Labor Standards, A Contractor’s Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects” and [Click here](#) to refer to the Davis-Bacon and Related Acts Policy.

## **B. Financial Services**

- Request and obtain from the Contractor, as stipulated in the construction contract, the Cost Breakdown illustrating the cost of materials and labor for each of the activities of the project as described in the Project Execution Plan. The **Inspector** will evaluate the Cost Breakdown and deliver a copy of this document with its recommendations to the Supervisor and the ODFI representative no later than five (5) business days after being delivered by the Contractor.
- The **Inspector** will obtain from the Contractor a Certification Delivery Plan, as stipulated in the construction contract. The **Inspector** will provide comments or suggestions regarding this plan and deliver it to the Supervisor and the ODFI representative no later than five (5) business days after being delivered by the Contractor.
- The **Inspector** will have the obligation to review, evaluate, and comment on the certifications delivered by the Contractor according to the Certification Delivery Plan. The **Inspector** must return the certifications to the Contractor if they contain errors. The **Inspector** will ensure that the certifications provide the necessary documentation to process the payment requested by the Contractor for the work completed by the date of each certification.
- The **Inspector** will monitor and obtain the Certified Payroll Report delivered by the Contractor. The **Inspector** will evaluate the reports and deliver its

recommendations to the Supervisor and the ODFI representative for approval or retention.

- The **Inspector** will prepare a detailed cost analysis for each Change Order and deliver the analysis to the ODFI Director or his/her authorized representative.
- The **Inspector** shall support UPR with the reviewing of contractor certification of payment as per cost breakdown approved including PW's and mitigation works included.

### **C. Coordination of Submittals**

- The **Inspector** will obtain from the Contractor a schedule of all the submittals required according to the project drawings, specifications, equipment, materials, and procedures for the execution of activities, as required by the Supervisor and the ODFI representative. The submittal schedule must specify delivery and approval dates so that their review process does not delay the construction. This submittal schedule must be coordinated with the Project Execution Plan. The **Inspector** will evaluate the submittal's schedule and submit its recommendations to the Supervisor and the ODFI representative for their approval, no later than five (5) business days after receiving the schedule from the Contractor.
- The **Inspector** will ensure that the Contractor delivers the documents or submittals as planned in the submittal schedule. The **Inspector** will verify the submittals to notify the Supervisor and the ODFI representative if the submittals are as specified or equal. The **Inspector** will forward the document to the Supervisor for its evaluation no later than three (3) business days after being delivered by the Contractor.
- The **Inspector** will obtain and verify the red-line or as-built drawings provided by the Contractor and deliver them to the Supervisor for its evaluation.
- The **Inspector** will use its resources to follow up on the submittal approval process and thus comply with the General Conditions of the University of Puerto Rico.

### **D. Asbestos and Lead Mitigation Services**

- The Environmental Inspection Service **will not be part of this RFP** and covered in an independent contract. The UPR considered a certified professional to provide the inspection during the Hazardous Materials Phase. This specialized Inspector will be the only UPR representative with the authorization to access

the interior of the building during the execution of this phase and monitor the hazardous materials mitigation.

- Resi-Campus Building has asbestos and/or lead presence in some components of the structure.
- However, the general Inspector must coordinate directly with the environmental specialist Inspector to obtain the necessary data, with the only purpose to be incorporated in the weekly minutes, monitoring the progress and cost of the project. The inspection services will cooperate and coordinate with all parties involved in the project as a team.

#### **E. Construction Inspection Services**

- The inspection will consist, among other things, of detailed, permanent, and continuous observation of the construction site, during all construction or construction phases, to ensure that the work performed on the project by the Contractor and Subcontractors is strictly performed following the general conditions, supplementary conditions, drawings, and specifications of the construction contract and other contractual documents, as amended when necessary.
- The **Inspector** will be responsible for ensuring that the project is partially demolished according to what is specified in the drawings, the general conditions, supplementary conditions, and the specifications of the construction contract and other contractual documents, as amended when necessary. The **Inspector** will ensure strict adherence to the design and specifications of the construction.
- The **Inspector** will notify the Supervisor and the ODFI representative of any omission or lack of clarity identified in the construction site that needs to be corrected for their full understanding.
- The **Inspector** will notify the Supervisor and the ODFI representative of any detail found in the construction site and Project documents that to his/her better understanding and experience, do not strictly comply with the applicable laws and regulations, as well as the contractual provisions observed in any of the contract documents.
- When the **Inspector** and the Supervisor have discrepancies regarding aspects of the project that can generate conflicts and/or confusion, it is the responsibility of the **Inspector** to notify the ODFI representative in order for him/her to determine the appropriate action.



- The **Inspector** will inspect the construction in accordance with the following stages, when applicable: a) stakeout and foundations; b) floors; c) columns; d) walls; e) formwork; f) beams; g) roof; h) staircase of each level of the building or structure; i) earth-moving; j) stakeout of streets; k) storm sewer system, water distribution, sanitary sewer system, electric power, public lighting, and communications; l) required site protection (gates, slopes, and supporting walls); m) lot stakeout; n) lot grading; o) construction of streets, sidewalks, and curbs.
- The **Inspector** must have experience in construction and construction management and inspection. In addition, the **Inspector's** main office, through its licensed **Inspector** or **Inspectors**, will certify all works according to the Project's specifications. When required, the **Inspector** will certify the completion of construction according to the Manual for the Certification of Construction Projects of the Permit Management Office (OGPe).
- The **Inspector** will be in charge of inspecting the work performed by the Contractor as the Project progresses, according to what is programmed in the Project Execution Plan; and will determine the faithful compliance of the Contractor with the requirements stipulated in the construction contract.
- The **Inspector** will prepare inspection reports of the different construction stages and will send copies to the ODFI representatives to be included in the construction record.
- The **Inspector** must also maintain copies of the reports in the construction site records for examination by authorized representatives of the applicable regulatory authorities. Each report will provide observations and comments on the Project's progress in accordance with the completed activities during the reporting period, and about any other details or information that the **Inspector** deems pertinent.
- The **Inspector** will evaluate all change order proposals and any change order delivered by the Contractor. The **Inspector** will evaluate the change orders and deliver the recommendations to the ODFI representative with the necessary documents to process them. The **Inspector** will prepare a detailed cost analysis of the proposed change order.
- The **Inspector** will receive all Contractor's claims and promptly submit it, along with his/her recommendation, to the Supervisor and the ODFI representatives.

- The **Inspector** will prepare daily project reports to be included in the construction records. The daily report must list all the construction activities carried out according to the Project Execution Plan, the weather conditions, the personnel working on the Project, equipment installed or stored on-site, materials stored on-site, construction material stored on-site, project visits, problems that arise during the day, and comments.
- As a measure to protect the public interest, the **Inspector** will prepare a monthly project report to be delivered to the ODFI Director or his/her authorized representative via email and either personally or using a method where the delivery date can be validated. The monthly report will include all activities performed during the month as described in the Project Execution Plan. The report will also include the project activities not started or delayed. If any of the critical path activities is delayed for more than a week, which consists of five (5) working days, the **Inspector** will request the Contractor the preparation of a Project Recovery Plan.
- The **Inspector** will coordinate and lead the weekly project meetings with the Contractor, the Supervisor, and the ODFI representatives. The **Inspector** will prepare the meeting minutes and send copies to each participant.
- The **Inspector** will write a letter requiring immediate action from the Contractor or his on-site representative, with a copy to the Supervisor and the ODFI representatives, when the **Inspector** observes poor workmanship or deficiencies in the structural integrity and stability, or when the work deviates from the specifications, permits granted or poses a risk to the public health or safety. The Contractor must correct all deficiencies within a reasonable period that shall not exceed thirty (30) calendar days. The **Inspector** will write a letter to the Supervisor and the ODFI representative when the Contractor meets all the requirements.
- The **Inspector** may request a partial or total stoppage of the constructions works from the ODFI Director when the Contractor has not corrected or refuses to correct the deficiencies that were previously notified according to the General Conditions of the University of Puerto Rico.
- The request for a stoppage work order must be accompanied by a copy of the communications that were sent to the Contractor notifying of the deficiencies in the construction work.

#### **F. Maintenance of Records**

- The **Inspector** will maintain control of all correspondence between the Contractor, the UPR, government agencies, the Supervisor, and other people or entities directly or indirectly involved or affected with, or by the Project. The **Inspector** will maintain a project record in chronological order with all required documents, including, but not limited to:
  - a. All daily and monthly reports prepared for the Project.
  - b. All surveying reports and tests performed in the Project and their results.
  - c. All correspondence related to the Project.
  - d. List of the Contractor's pending activities with their estimated completion date.
  - e. List of completed activities with their completion dates and dates agreed with the Contractor to correct any deficiencies.
  - g. All Certified Payroll Reports provided by the Contractor, if applicable. Copy of the Applications and Certificates for Payment delivered by the Contractor.
  - h. Copy of the construction contract, with all its amendments, drawings, specifications, supplementary agreements, and change orders.
  - i. Contractor's claims.
  - j. Notices of safety violations in the project.
- This project will also be managed with the Procore software, and the **Inspectors** will have to upload the corresponding documentation to the digital platform to keep the project up to date. The UPR, the general contractor and the supervisor will also have access to the software.

#### **G. Quality Control and Assurance Services**

- The **Inspector** will coordinate with the ODFI representatives, the Supervisor, the surveying services firm (if applicable) or laboratory testing company, the date, time, and place for surveying services or tests to be held in the Project.
- The **Inspector** will notify the ODFI representatives and the Supervisor about any failure of the laboratory test results or lack of surveying information. The notification will be made within the next twenty-four (24) hours after obtaining the test results or the surveying firm leaves the field.

- The **Inspector** will evaluate the work performed by the Contractor and Subcontractors and determine how efficiently they have executed the project activities in terms of quality, cost, and duration.
- The **Inspector** will promptly notify the ODFI representatives and the Supervisor about any work that does not meet the specifications of the project. He/She will also notify about any breach of the construction contract by the Contractor or Subcontractors.
- When the project is almost finished or after the substantial completion is accepted, the **Inspector** will evaluate the As-Built drawings prepared by the contractor and request, in writing, any correction necessary before the Final Acceptance recommendation.

#### H. Project Safety:

- The **Inspector** will observe the daily activities performed by the Contractor and Subcontractors in the Project, and the safety measures implemented by them.
- If the **Inspector** observes any safety violation that represents an imminent danger that threatens the life or safety of the people in the project, adjacent areas, the environment, or threatens the property of the University or endangered species, the **Inspector** will have the authority to stop the dangerous activity and notify in writing the Contractor, the Supervisor and the ODFI Director of such violation within the next twenty-four (24) hours after the incident occurred or having observed the condition of imminent danger. If the violation does not represent an imminent danger, the **Inspector** will notify the Contractor and the ODFI Director in writing no later than two (2) business days. The **Inspector** will ensure that the Contractor corrects any violation identified within the agreed term.
- If a fatal accident occurs in the project, the **Inspector** must ensure that the Contractor notifies the Department of Labor and Human Resources and the Occupational Safety and Health Administration (OSHA) in a term that will never exceed eight (8) hours after the accident occurred.

#### I. Final Inspection Services

- When a project phase or part is completed, or when the entire Project is substantially completed, the **Inspector** will prepare a list of deficiencies (punch list) to be corrected by the Contractor. This list will be prepared in coordination with the Supervisor for its final approval. The **Inspector** will provide instructions to the Contractor so that the deficiencies are corrected within the time stipulated



in the construction contract or the Substantial Completion document. In the absence of these two documents, the Contractor must correct the deficiencies in the shortest period of time possible.

- The **Inspector** will verify that all deficiencies identified in the deficiencies list have been corrected or completed according to the specifications, drawings, and contract documents.
- The **Inspector** will coordinate and conduct all the necessary inspections for the Project final acceptance, including the inspections by the UPR and other government agencies that have jurisdiction over the project.

#### **J. Project Closeout Services**

- The **Inspector** will obtain from the Contractor all the operation, maintenance, and warranty manuals required by the construction contract documents. These manuals will be delivered to the ODFI representative for approval and subsequent delivery to the end-user of the project.
- The **Inspector** will obtain from the Contractor all the warranties of the installed equipment and materials as required by the contract documents, and in their absence, the warranties prepared by the manufacturer. These documents will be delivered to the ODFI authorized representative for their approval and subsequent delivery to the end-user of the project.
- The **Inspector** will obtain from the Contractor all necessary or required information for the red-line or final as-built drawings. The **Inspector** will evaluate the As-Built drawings prepared by the contractor and request, in writing, any correction necessary before the Final Acceptance recommendation.
- The **Inspector** will prepare the justification for any delay incurred by the Contractor and deliver it in writing to the ODFI representative.
- At the end of the project, the **Inspector** will prepare and deliver to the ODFI representative the time study and determine the liquidated damages and/or penalties associated, if applicable.

### **7. COST PROPOSAL**

- The Formal Bid for the Rehabilitation of the Resi-Campus building was carried out and awarded to a general contractor at a maximum cost of

**\$20,030,000.00** in accordance with a formal and competitive process conducted by the UPR Capital Improvements Bid Board (Certification No. 41, 2012-2013) [REGLAMENTO PROYECTOS DE MEJORAS PERMANENTES](#)

- Professional services of an **Inspector** or **Inspection companies** with current license to practice engineering or architecture in Puerto Rico are required.
- Full-time on-site services for **22 months** are required. The work will be carried out during regular daytime hours (Monday to Friday). However, the Inspector must be available for specific activities on certain weekends or extension time during the week.
- For this project, the UPR is requesting two (2) professionals for the inspection services. One of them will be the **Principal Resident Inspector** and the other one will be the **Assistant Resident Inspector**. It could be two (2) engineers or two (2) architects or a combination of engineer and architect. In either case, the two (2) professionals must have previous experience, for at least five (5) years or more, in construction inspection services.
- The **Principal Resident Inspector** must have a Professional Engineer License (PE) or be a Licensed Architect (RA). The **Assistant Resident Inspector** could be an Engineer-in-training (EIT) or an Architect-in-training (AIT). The **Assistant Resident Inspector** could have only a bachelor's degree in engineering or architecture, but in that case, either professional must have ten (10) or more years of experience in construction inspection services. The credentials and experience of the two (2) professionals will be taken into consideration at the proposal's evaluation.
- **The cost of the proposal must be submitted only in this Table Form. Do not modify the template. All spaces are required and must be filled. If any space does not apply you should put (N/A) or other information. This is a substantial requirement, do not leave any blank spaces, for it could be cause for disqualification.**

| Table 1 - COST PROPOSAL  |                              |                           |                                  |
|--|------------------------------|---------------------------|----------------------------------|
| UNIVERSITY OF PUERTO RICO<br>CENTRAL ADMINISTRATION  |                              |                           |                                  |
| Inspection Services for the Rehabilitation of the Resi-Campus Building,<br>University of Puerto Rico, Río Piedras Campus |                              |                           |                                  |
| Item   | Description of Service       | Monthly Fee:<br>Full Time | Lump Sum Subtotal<br>(22 Months) |
| 1  | Principal Resident Inspector | \$ _____                  | \$ _____                         |

|                                  |                                     |          |          |
|----------------------------------|-------------------------------------|----------|----------|
| <b>2</b>                         | <b>Assistant Resident Inspector</b> | \$ _____ | \$ _____ |
| <b>Total for both inspectors</b> |                                     | \$ _____ | \$ _____ |

The proponent acknowledges the receipt of the following addenda and, unless otherwise specified, accepts that changes required in these Addenda are included in the Proposal:

**Addendum No. 1**– Description: \_\_\_\_\_  
 \_\_\_\_\_  
 Date \_\_\_\_\_

**Addendum No. 2**– Description: \_\_\_\_\_  
 \_\_\_\_\_  
 Date \_\_\_\_\_

**Addendum No. 3**– Description: \_\_\_\_\_  
 \_\_\_\_\_  
 Date \_\_\_\_\_

No Addendum was received in connection with this RFP. If no Addenda is received, check the box.

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>                 | _____<br>(Sign it in ink) |
| <b>Name:</b>                      |                           |
| <b>Title:</b>                     |                           |
| <b>Employers Social Security:</b> |                           |
| <b>Mail Address:</b>              |                           |
| <b>Physical Address:</b>          |                           |

Initials \_\_\_\_\_

|                      |  |
|----------------------|--|
| <b>Phone Number:</b> |  |
| <b>Fax Number:</b>   |  |
| <b>E-mail:</b>       |  |

**Seal (if Bidder is a Corporation)**

## **8. REQUIRED DOCUMENTS FOR THE SUBMISSION OF THE PROPOSAL**

### **General Instructions**

The evaluation and selection of a Firm will be based on the information submitted as required in this RFP. Additional information may be required upon interviews, if conducted. 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 read, understands, and accepts 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 proponent. It is the responsibility of the proponents, not the UPR, any misinterpretation of the information presented.

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

### **Mandatory requirements, Proposal Preparation, and Submission**

Professional services of Inspection 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 forms 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.

- o 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 RFP 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 addressed 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). Identifying the name and number of the RFP and date of submittal. The letter must be 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.
  - o 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.
- Cost Proposal, using the template provided in Section 7 - Cost Proposal.
- Appendix 1 – Statement of the Bidder.
- Appendix 2 – Required Federal Documents (Lobbying Certification, Non-Conflict of Interest Certification and Limited Denial of Participation Affidavit).
- 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: [uprrecovery.rfp@upr.edu](mailto:uprrecovery.rfp@upr.edu) on or before the date established in this document and must reference this specific RFP (RFP #DRO 23-025 / 10050) in the subject line of the email. **No telephone inquiries will be allowed. No questions will be accepted after the deadline provided in the above schedule, subject to any amendment to the same duly notified.**

Any interpretations, corrections, or changes to this RFP will be made by addendum. Any changes to specifications will be made in writing and delivered to proponents that register receipt of this RFP at [uprrecovery.rfp@upr.edu](mailto:uprrecovery.rfp@upr.edu) . Proponents shall acknowledge receipt of the addenda on **Section 7 – Cost Proposal.**

## **9. UPR RESPONSIBILITIES**

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

- All necessary technical information in digital format.
- Office space in a building near to the Resi-Campus building.
- Internet connection.
- On-campus parking (2 spaces).
- Access to Procore software.

## **10. COMPENSATION FOR INSPECTION SERVICES AND PAYMENT METHOD**

- The UPR will pay the **Inspector** up to a maximum of a Lump Sum Price during the term of this contract unless amended by both parties.
- The UPR will pay for the services provided up to a maximum of a reasonable fixed fee per month that the proponent establishes in your proposal.
- The fees are based on a lump sum compliant with all the requirements described in the duties and responsibilities.
- The **Inspector** must comply with all the established requirements for each project phase, including Administrative Services, Financial Services, Coordination of Submittals, Lead and Asbestos Mitigation, Construction Inspection Services, Maintenance of Records, Quality Control and Assurance Services, Project Safety, Final Inspection Services, Project Closure, continuous assistance in the development of the project, preparation of meeting minutes, coordination of weekly meetings, and preparation daily and monthly reports.

For this purpose, the University will require the services of the **Inspector** until the project is completed and accepted in its entirety.

- The UPR will pay the **Inspector** for services rendered or provided to the satisfaction of the UPR. The **Inspector** will certify that it must submit monthly invoices accompanied by the Monthly Project Report, which includes:
  - a. one (1) original and one (1) copy of the invoices to be certified by the President of the University of Puerto Rico or his authorized representative, in this case, the Director of the Office of Physical Infrastructure and Development at the University of Puerto Rico, Central Administration. Each invoice must be delivered to the Office of Physical Infrastructure and Development at the University of Puerto Rico, Central Administration, during the first ten (10) days of the following month in which the services were rendered.
  - b. The **Inspector** will submit a copy of the monthly report, including the daily reports of the month, photos of the activities performed, the project's progress, minutes of the weekly meetings with the contractor, an analysis of the current status of the project, a summary of the activities performed, a description of delayed activities (critical path), materials and/or products approvals, and approved payment certifications. The **Inspector** will also submit recommendations to the University on actions to be performed for the benefit of the project related to cost and time, among others.
  - c. The monthly report with its corresponding invoice will also be delivered electronically on a SharePoint, One Drive or Microsoft TEAMS channel, as to be determined by the University.

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.

## 11. 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 **Inspection 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 similar services for federal projects, means and methods strategies, cost estimates analysis, 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 – Appendix 1 Statement of the Bidder**

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

#### **Experience and strategy in providing the services (up to 30 points) – Appendix 1 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. (up to 4 points)
- Indicated any experience in projects with FEMA grants. (up to 6 points)
- Please indicate whether you have experience working with public or federal entities, and years of experience performing the services. (up to 6 points)
- Provide specific examples of the services or tasks previously provided by the entity as considered in this RFP. (up to 8 points)
- Detail your firm's understanding of the challenges and barriers for a project like this and proposed approach to overcoming these barriers. (up to 3 points)
- Identify potential risk factors and methods for dealing with these factors. (up to 3 points)

#### **Team qualifications (up to 25 points) – Appendix 1 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. (up to 15 points)

- Attach resumes of personnel (or/and sub-contractors, if any) who will be providing the services. Consider the infrastructure trades specialists (engineering and/or architectural consultants) based on the trades applicable for the scope work for this project (up to 10 points)

### **Proponent references (5 points) – Appendix 1 Statement of the Bidder**

- A minimum of three (3) references of the Proponent (as Prime Contractor) to which similar services have been provided within the past five years of a comparable sized institution or company, offering for each a summary of the work performed and how it relates to the scope of work under this RFP. Each reference should include a point of contact name, their title, name of the organization they represent, and their phone and e-mail information so that they may be contacted by the UPR or its designee(s). The Proponent is encouraged to provide up to two (2) references for identified subcontractors. (up to 5 points)
- If the Proponent has previous contracts with the UPR the performance directly related to those services will be taken into account as an additional reference to those minimally required.

### **Cost Proposal (25 points) – Refer to Section 7 – Cost Proposal**

- The lowest cost proposal will receive 100% of the available points for the cost. Remaining proposals will receive points based on application of the following formula:

$(A/B) * C = D$ , where A is the lowest proposed proposal, B is the cost proposal being graded, C is the maximum cost points assigned to that cost criteria (25 points) and D is the number of cost points awarded to that particular proposer for their cost offer.

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

**TABLE - SUMMARY OF POINTS**

| Description  | Points    |
|--|-----------|
| <b>Experience and strategy in providing the services</b> | <b>30</b> |
| <b>Team qualifications</b>                               | <b>25</b> |
| <b>Proponent references</b>                              | <b>5</b>  |
| <b>Cost Proposal</b>                                     | <b>25</b> |
| <b>Subtotal:</b>   | <b>85</b> |
| <b>Section 3 Business concerns and MWBE Bonus Points</b> | <b>5</b>  |
| <b>Total:</b>  | <b>90</b> |

## 12. 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

Initials \_\_\_\_\_

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.

### **13. PROJECT AWARD**

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

### **14. JUDICIAL REVIEW**

Any proponent adversely affected by a decision made by the UPR in connection with the selection and award procedures provided in this RFP may submit a request for reconsideration to the UPR in accordance with the Uniform Administrative Procedure Act, Law No. 38 of June 30, 2017, as amended, within ten (10) days from the award notification date to the following email [upprecovery.rfp@upr.edu](mailto:upprecovery.rfp@upr.edu).

A request for reconsideration, as well as any other petition for review, must be in writing and clearly identify the name and address of the requesting party, contain a detailed and accurate statement of the grounds for the request, including copies of all relevant documents, and specify the relief requested. A request for reconsideration or other petition for review that fails to comply with the time limits or procedures stated above or otherwise provided in this section may be dismissed or denied without further consideration. If the UPR fails to act on the motion for reconsideration within ten (10) business days of the filing thereof, it shall be understood that the motion was denied outright and the term for judicial review shall begin to elapse from said date.



If the UPR accepts the reconsideration request within the term provided for it, it must issue the reconsideration resolution within thirty (30) days following the filing of the motion for reconsideration. If the UPR accepts the reconsideration request but doesn't take any action in relation to the motion within thirty (30) days of being filed, it will lose jurisdiction over it and the term to request judicial review will begin from the expiration of said term of thirty (30) days. The UPR may extend said term only once, before it ends, for an additional term of fifteen (15) days.

**Judicial Review.** The proponent adversely affected by the UPR's final decision on reconsideration may file a petition for judicial review in accordance with the Uniform Administrative Procedure Act, Law No. 38 of June 30, 2017, as amended, before the Court of Appeals, within a term of twenty (20) days from the date a copy of the notice of the final resolution or order was filed in the record of the UPR or from the term of twenty (20) days from the expiration of the thirty (30) day period within which the UPR must act upon the request for reconsideration or from the time extended by the agency, if applicable. The party shall notify the UPR and all other parties of the filing of the petition for review within the term established to request such review. The notice may be served by mail. Provided, that if the date on which the copy of the notice of adjudication is filed in the records of the agency differs from the mailing date of said notice, the term shall be calculated from the mailing date.

## 15. BLACK OUT PERIOD

### Definition of Blackout Period

The blackout period is a specified period during a competitive procurement process in which any Proponent, bidder, or its agent or representative, is prohibited from communicating with any UPR's employee or UPR's contractor involved in any step in the procurement process about the solicitation. The blackout period applies not only to UPR employees, but also to any current contractor of the UPR. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement.

This solicitation designates the contact person (RFP Coordinator) and all communications to and from potential Contractors and/or their representatives during the blackout period must be in accordance with this RFP's defined method of communication with the RFP Coordinator. The blackout period begins on the date that the UPR first issued the publication of this RFP and will end when the 20 days of request for judicial review have passed.

In the event a prospective Contractor may also be a current UPR contractor, UPR employees and the prospective Proponent may contact each other with respect to their existing contract and duties only. Under no circumstances UPR employees or current contractors may discuss this RFP or corresponding procurement process or status. Any bidder, Proponent, or UPR contractor who violates the blackout period may be excluded from the awarding contract and/or may be liable to the UPR in damages and/or subject to any other remedy allowed under law, including but not limited to a ban in participating in any procurements issued by or for the UPR, or any entity of the Government of Puerto Rico, for a period of ten (10) years, if it is determined that such action results in violation of the Anticorruption Code, Puerto Rico Act 2-2018.

### **Other Prohibited Communications**

Communications with other representatives of the Government of Puerto Rico or relevant entities of Federal Government regarding any matter related to the contents of this RFP are prohibited during the submission and selection processes. Failure to comply with these communications restrictions will result in rejection of the Proponent's proposal.

## **16. UPR DISCLAIMERS**

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

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

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.

### **2. Conflict of Interest**

2.1. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. The purpose of this prohibition is to ensure, at a minimum, that employees involved in

the award and administration of contracts are free of undisclosed personal or organizational conflicts of interest—both in fact and appearance (2 C.F.R. § 200.318(c)(2)).

2.2. 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.

2.3. 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.

2.3.1. A real conflict of interest arises when an employee, officer, 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 aforementioned individuals, has a financial or other interest or a tangible personal benefit from a firm considered for a contract.

2.3.2. An apparent conflict of interest is an existing situation or relationship that creates the appearance that an 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.

2.3.3. Although the term "financial interest" is not defined or otherwise described in the Uniform Rules, a financial interest can be considered to be the potential for gain or loss to 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 these parties as a result of the particular procurement. The prohibited financial interest may arise from:

2.3.3.1. Ownership of certain financial instruments or investments like stock, bonds, or real Estate.

2.3.3.2. A salary, indebtedness, job offer, or similar interest that might be affected by the procurement.

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

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 with 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.

### **4. Proponent's Expenses**

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.

### **5. Selection of proposal in best interest of the UPR**

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.

### **6. Number of Awards**

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").

### **7. Withdrawal Proposals**

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.

## **8. SAM Registration**

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.

## **9. Contract Negotiation/No obligation to Contract/Rejection of Proposals/Cancellation of RFP**

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.

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.

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

## **10. Ownership of Proposals**

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.

## **11. Confidentiality of Proposals**

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.

## **12. Collection and Use of Personal Information**

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 resumes 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. RFP and Proposal as Part of Agreement**

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. Non-Assignment**

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.

#### **15. Causes for Disqualification**

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

15.2 Failure to submit a fully completed proposal will be deemed nonresponsive.

15.3 Failure to submit any applicable Appendix, form, certification, or required document may be ground for disqualification.

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

#### **16. No Bid**

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

#### **17. Sub-Contracts or Consultants of the Awarded Proponent**

17.1 All federal and state law and regulations requirements apply to sub-contractors. THE AWARDED PROPONENT shall require all subcontractors to follow down the PRDOH's Conditions, as well as termination for convenience of the PRDOH, to all subcontractors as well as the requirement to follow 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.



## 17. 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 within **ten (10) calendar days** of selection. **These documents are essential requirements, the UPR reserves the right to cancel the award and/or RFP if the awarded proponent does not comply with the aforementioned term to submit documents:**

- 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). (Will be provided)
- 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 evidence of 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**

## **18. APPENDIX 1**

# **STATEMENT OF THE BIDDER**

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

**BUSINESS AND TECHNICAL ORGANIZATION.**

Bidders 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.**

The proposer must supply references of a minimum of three (3) firms to which similar services have been provided within the past five (5) years of a comparable sized institution or company. The Proponent is encouraged to provide up to two (2) references for identified subcontractors

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

|   |  |  |  |  |  |  |
|---|--|--|--|--|--|--|
| 5 |  |  |  |  |  |  |
|---|--|--|--|--|--|--|

**III. LIST BELOW CONTRACTS IN HAND**

| 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, 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 and FEMA regulatory requirements. 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. Any subcontractors should be named, along with a description of experience and what role they will play on the Proponent's team. The proponent should describe its demonstrated capability to provide the staffing with the qualifications required in this RFP through the term of the expected contract. Attach resumes of personnel (or/and sub-contractors, if any) who will be providing the services. Consider the infrastructure trades specialists (engineering and/or architectural consultants) based on the trades applicable for the scope work for this project. Personnel/Trade specialist mechanical, electrical, architectural, structural, civil and/or other qualifications per trades based on SOW.

I, \_\_\_\_\_ of \_\_\_\_\_ certified that the  
(Representative's Name) (Name of Organization)

answers to these foregoing questions and all statements therein contained are true and correct.

\_\_\_\_\_  
Authorized representative signature

\_\_\_\_\_  
Date

Initials \_\_\_\_\_

## 19. APPENDIX 2

### REQUIRED FEDERAL DOCUMENTS

In compliance with federal regulations, **all bidders** must submit the following documents with their proposal 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 #23-025 / 10050

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 the 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)  
Inspection Services  
Community Development Block Grant – Disaster Recovery  
University of Puerto Rico  
RFP #23-025 / 10050**

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 **Inspection Services / RFP# 23-025/10050** 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

Initials \_\_\_\_\_

(spouse, parent, or child) has financial interests, or others, that would 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)  
Inspection Services  
Community Development Block Grant – Disaster Recovery  
University of Puerto Rico  
RFP #23-025/10050**

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 \_\_\_\_\_

## **20. APPENDIX 3**

# **POLICIES AND INSURANCE**

### Required Insurance for the project

#### RFP #23-025/10050

#### Inspection Services for the Resi-Campus Rehabilitation

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:
  - Hold Harmless Agreement
  - Additional Insured
  - Thirty (30) days cancellation notice
  - 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<br>PO Box 21365<br>San Juan, PR 00928-1365 | Gobierno de Puerto Rico<br>PO Box 9020082<br>San Juan, PR 00902-0082 | US Department of Housing and<br>Urban Development (HUD)<br>451 7 <sup>th</sup> Street S.W<br>Washington. DC 20410 |
|--|--|---|

## **21. APPENDIX 4**

# **DRAWINGS, SPECIFICATIONS AND PROJECT MANUAL**

[Click here](#) to view the Drawings.

[Click here](#) to view the Specifications.

[Click here](#) to view the Construction Project Manual.