

REQUEST FOR PROPOSALS FOR:

DESIGN AND SUPERVISION SERVICES FOR

Project Title: UPR Center for Incubator and Technology Transfer (UPRCITT)

RFP # 24-003 CITT

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

Project funded by:
National Institutes of Health (NIH)
Award Number: 1C06OD035989-01



**Universidad
de Puerto Rico**

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1. BACKGROUND AND PURPOSE

The University of Puerto Rico (the “UPR”) is a public corporation of the Government of Puerto Rico, organized by Act No. 1 of January 20, 1966, as amended, known as “Ley de la Universidad de Puerto Rico” (the “UPR Act”), 18 LPRA § 601 et seq, and a higher education institution.

The UPR is proposing to establish the **UPR Center for Incubator and Technology Transfer** (UPRCITT - “The Project”), which requires the issuance of this Request for Proposal (the “RFP”) for Design and Supervision Services. The purpose of this RFP is to request and receive proposals from qualified **Architecture and Engineering firms for the development of all design documents: As-Built, Basis of Design, detail design, specifications, cost estimates, schedules, scopes of work, bidding documents, bidding process assistance, supervision services and other required documentation for the compliance of the requirements of the National Institutes of Health (NIH)**. The awarded firm or professional will also provide services of oversight and coordination for the execution of a complete comprehensive project.

Proponents must explain in detail how they will be able to provide the required services and achieve the expected results, while in compliance with the National Institutes of Health (NIH) requirements. Previous experience with projects subject to compliance requirements under NIH is very important. Review and verification throughout the site area is required, as well as the development of a detailed Scope of Work (SOW) with current construction industry costs in compliance with all applicable and latest codes, standards, and regulations.

The awarded proponent shall comply with all applicable Federal, state, and local laws, rules, regulations, and policies. This includes without limitation, applicable Federal Registers; 2 C.F.R. part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; 45 C.F.R. Part 75; National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et seq., as implemented under 40 C.F.R. parts 1500-1508)(“NEPA”); the Davis-Bacon Act; NIH Design Requirement Manual (DRM); and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards, and the environment. [Click on link](#) to see Compliance with Federal Law, Regulations and Executive Orders.

2. CONTACTS

The RFP shall be sent and addressed to:

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

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
Tel. (787) 250-0000, Ext. 5029
E-mail: roberto.wah@upr.edu

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

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

3. TIMELINE AND SUBMISSION DATE

Description	Date
RFP publication	October 27, 2023.
Site Visit (not compulsory): First Floor of the Molecular Sciences Research Center (MSRC). Be advised that interested proponents must register via email. Please provide complete company name, representative's name, and email. Every visitor to the MSRC must wear, at least, closed shoes, long pants and shirts with sleeves to enter the building.	November 3, 2023 Time: 10:00 am
Deadline for Request for Information (RFI) by email	November 10, 2023, Time: on or before 4:30 pm Atlantic Standard Time (AST)
Response for Request for Information by email	November 14, 2023, Time: on or before 4:30 pm 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)	November 24, 2023, Time: on or before 11:59 pm Atlantic Standard Time (AST).
Award Notification	On or before December 2023
Execution of Agreement	December 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 project consists of the construction of the entire fourth (4th) floor of the Molecular Sciences Research Center (MSRC) to establish the UPR Center for Incubator and Technology Transfer (UPRCITT). The UPRCITT laboratories will be outfitted with a

perimeter of open laboratory spaces of approximately 20,000 square feet. The 4th floor will house: (1) an administrative area with 12 private offices and three double offices for researchers/companies, (2) two open work stations, a Meeting Room convertible into two areas, and a break room, (3) a cGMP Cleanroom with laminar flow hood, (4) a BSL-2 and Stem Cell-Primary Cell Culture Suite with biosafety cabinets, (5) Microbiology suite with incubators, (6) Instrumentation room, (7) Microscopy lab, (8) Chemistry suite with fume hoods, (9) Bioreactor room, (10) an open laboratory area with benches and independent sink modules, and (11) ancillary space.

In the UPRCITT, laboratories will be separated from a central service corridor by a zone of equipment alcoves, tissue culture rooms, cold rooms, and various support spaces. The collaboration zone will include laboratory benches and fume hoods for chemistry as well as benchtop instrumentation. The gowning area is integrated with the Air Lock space, which serves as a transition space between the Entry Alcove and the Cleanroom. The design includes three Gowning/Airlock areas at the north, south, and middle of the floor, each with a seating bench, personal protective equipment, and a 30" x 30" counter with a sink for proper preparation and gowning. Please refer to the schematic design drawings and room data sheets for more information.

Mr. José Vidal, COO at Cytolmmune Therapeutics, a new cell therapy company in Puerto Rico, has provided all technical support and regulatory expertise for the cleanroom's design and cGMP compliance. Mr. Vidal will collaborate with the awarded proponent as a consultant of the UPR for the development of the design phase.

5. SERVICES

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

5.1 DESIGN AND SUPERVISION SERVICES

5.1.1 The provided schematic drawings and room data sheets served as a fundamental base for the development of a final detailed design, final technical specifications, final cost estimate and final Scope of Work (SOW). Please [Click on link](#) to see the schematic drawings and room data sheets.

5.1.2 The Awarded Proponent is responsible for completing the design phases as required by the timeline that will be established with the UPR. This timeline will be established following the NIH timeline and requirements.

5.1.3 The design documents must meet all the requirements (without exception), outline in the latest version of the NIH Design Requirement Manual (DRM) available at:

<https://orf.od.nih.gov/TechnicalResources/Pages/DesignRequirementsManual2016.aspx>

All design documents must also comply with the latest version of all local and federal codes, standards, policies, and regulations. The project must comply with the Current Good Manufacturing Practice requirements (cGMP).

5.1.4 All design documents must be submitted for the review and approval of the NIH, based on the latest version of the Design Requirement Manual (DRM). The awarded proponent will be responsible for the submittal of the design documents through the digital platform of the NIH (Trimble Connect). The UPR representatives will coordinate the access to this digital platform. The awarded proponent must inform and have the approval of the UPR representatives before submitting the design documents to the NIH.

5.1.5 The provisions of the Design Requirement Manual (DRM) are not intended to prohibit the use of alternative systems, methods, or devices that are not specifically outlined in the document, provided that the proposed alternative design is at least equivalent or superior to the requirements in the DRM with regard to such items as quality, strength, durability, effectiveness, fire resistance, health and safety, etc., and is approved during the design review process. During the course of programming and design development, it may become necessary for Project Officers and A/E to request variances from the established minimum standards. These variances may be necessary to accommodate existing building constraints or site conditions, required technology, or the Program of Requirements. Variance forms can be found in NIH DRM.

5.1.6 The design services must include, but are not limited to, Initial As-built drawings, demolition drawings, schematics drawings, bid drawings, construction drawings, detail technical specifications, cost estimates for each design phase, schedules, detail scope of work, bidding documents required by the UPR representatives, final as-built drawings, and any other design documents that will be required for the development of the bidding process and the project execution.

5.1.7 The awarded proponent must submit the design documents through the digital platform of the NIH (Trimble Connect) following these design phases:

- a. Schematic Design (35% complete)
- b. Design Development (65% complete)
- c. Construction Documents (95-100% complete)

The design phases timeline will be established with the awarded proponent and will commence after the notice to proceed is issued by the Director of the Physical Development and Infrastructure Office of the Central

Administration. Each design phase must be reviewed and approved by the UPR representatives before they are submitted to the NIH. Four to six weeks are required for the review of each design submission to the NIH. One digital copy in PDF of the certified design documents must be delivered to the UPR representatives in each phase. One digital copy of the final drawings in DWG format is required when the design phase is completed.

- 5.1.8 The awarded proponent must coordinate with the UPR representatives all the necessary requirements for the development of the design and technical specifications for this project.
- 5.1.9 The awarded proponent must attend all meetings that the UPR representatives request or deems necessary for the development of the design.
- 5.1.10 The awarded proponent must visit the facilities to get familiarized with the existing conditions/constraints of the building. All existing conditions, infrastructure and operating procedures of the Molecular Sciences Research Center must be taken into consideration for the development of the design.
- 5.1.11 The sanitary discharges of the MSRC building are regulated and monitored by the Puerto Rico Aqueduct and Sewer Authority (PRASA). The awarded proponent must take this into consideration for the development of the mechanical drawings and operating procedures of this project.
- 5.1.12 The proponents must include a list of all engineers, architects and/or companies that will work as design consultants and explain the tasks that the consultants will be developing.
- 5.1.13 CytImmune Therapeutics and Mr. José E. Vidal, PhD will collaborate with the awarded proponent as a consultant of the UPR for the design of clean rooms and the cGMP compliance.
- 5.1.14 As part of the design and supervision services to be provided, the Awarded Proponent will serve as a consultant in all matters related, constituting an advisory resource for the UPR in the plans, strategies, and actions referred and/or requested by the President or his authorized representative, NIH, and will be available to complete said requests and attend the meetings that the UPR deems necessary.
- 5.1.15 The Awarded Proponent will work as a representative of the UPR during the development of the Project. The personnel designated by the Awarded Proponent to oversee the project must be authorized and licensed to exercise the professions of engineering and/or architecture in Puerto Rico and must be a bona fide member of the Professional College of Engineers and Land Surveyors of Puerto Rico or the Architects and Landscape Architects Association of Puerto Rico with the corresponding membership fee payment up to date.

5.1.16 As part of the Basic Services the Awarded Proponent will have the responsibility related to the preparation, processing, and obtaining all the endorsements and permits required for the Project. This includes the responsibility of evaluating and determining the applicable permits to the Project and undertaking all necessary actions to ensure compliance with both state and federal agencies. These efforts will not constitute additional services but will be integral to the basic services provided. The costs associated with submitting the endorsements, engaging technical consultants, and/or acquiring permits from the relevant agencies will be included as part of the reimbursable expenses.

The UPR reserves the right to award and request Additional Services. The award of Additional Services for a contract does not imply the complete utilization of the Additional Services amount. All necessary additional services must be requested to or authorized by the UPR. Requests for Additional Services will be made in writing, detailing their nature and associated costs, including coordination costs and the time required for execution. The UPR could also request additional services to the Awarded Proponent per this section of the RFP.

As part of the additional services of this RFP, proponents must provide a cost to revise the final design documents (final drawings, technical specifications, and cost estimate) to divide the construction phase into two (2) phases. These phases will be determined once the final drawings are completed and delivered to the UPR representatives. These additional services will be used if the UPR representatives deem necessary and may not be part of the award of this RFP.

Unless covered under the definition of Basic Services, all services that deviate from the generally accepted architecture/engineering practices will be considered as additional services. Specifically, this refers to services beyond those described in the contract, which the UPR will approve in writing, and within the budget allocated for these services.

Upon contract signing, to activate the Additional Services clause, the awarded proponent must submit a proposal. The UPR will then assess the necessity of performing the additional services. If deemed necessary, and in compliance with the federal procurement process, the UPR may request a minimum of three different proposals. Alternatively, the UPR can activate the clause by requesting additional services from the awarded proponent.

5.1.17 The awarded proponent must submit a detailed monthly report for the supervision phase, once the project is in the construction phase. The awarded proponent representative must visit the project at least one time weekly and must attend the project weekly meeting.

5.1.18 The awarded proponent will be responsible for the review and approval of all submittal documents, drawings, shop drawings or any related documents during the execution of the construction phase.

5.1.19 The awarded proponent must prepare any documents, specification or drawings that are necessary for any Request for Information (RFI), or Request for Substitution (RFS) submitted by the construction contractor, or the inspection company contracted by the UPR.

5.1.20 The awarded proponent will prepare, in collaboration with the inspection company and the construction contractor, the final As-built drawings that will be delivered to the UPR representatives after the project is completed.

6. COST PROPOSAL

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

Note: Do not modify the template in Appendix D. 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.

7. REQUIRED DOCUMENTS FOR THE SUBMISSION OF THE PROPOSAL

General Instructions

The evaluation and selection of a proposal 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 bidders. It is the responsibility of the proponents, not the UPR, any misinterpretation of the information presented.

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

Mandatory requirements, Proposal Preparation, and Submission

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

Before submitting the offer, the proponent should carefully examine the RFP or proposal form provided in the RFP documents. The proponent will be responsible for any errors or omissions in the offer. Proposals will be submitted in said form and shall

be initialized and signed on each page provided for it, in accordance with the following:

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

The offer and the documents identified below will be 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 the organization, that states the acceptance of the Terms and Conditions of this RFP, providing the exact business name to conduct business with the UPR, and address, telephone, fax number, e-mail address and SAM Entity Identifier Number.
 - SAM registration and annual renewal is a contract requirement. Proponents in the process of registering and/or renewing their SAM can participate in this RFP, however, if SAM registration and/or renewal process is not done by the time of award, your proposal may be rejected for not meeting federal procurement requirements.
- Appendix A – Statement of the Bidder
- Appendix B – Required Federal Documents (Lobbying Certification, Non-Conflict of Interest Certification and Limited Denial of Participation Affidavit)
- Appendix D - Cost Proposal
- A color copy of the engineer's or architect's professional ID (Identificación de Colegiación) and a copy of the Department of State License.
- **Copy of initialized RFP and its Appendices.**
- Appendix E – Response Checklist - Before signing and submitting the proposal for this Project, interested proponents should carefully review and fill in the Appendix E – Response Checklist.

Request for Information (RFI)

An RFI or clarification shall be addressed by email to: roberto.wah@upr.edu on or before the date established in this document and must reference this specific RFP (**RFP #24-003 CITT**) in the subject line of the email. No telephone inquiries will be allowed. No further questions will be allowed after the established date. No questions will be accepted after the deadline provided in the above schedule, subject to any amendment to the same duly notified.

Any interpretations, correctios, 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 roberto.wah@upr.edu. Proponents shall acknowledge receipt of the addenda on **Appendix D – Cost Proposal**.

8. UPR RESPONSIBILITIES

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

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

9. COMPENSATION FOR DESIGN AND SUPERVISION SERVICES AND PAYMENT METHOD

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

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

The Awarded Proponent must submit one (1) original and one (1) digital 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 (the "ODFI"). In addition, the Designer/Supervisor will send a copy by email to the Project Coordinator appointed by ODFI. Each invoice must be delivered physically to the ODFI during the first ten (10) calendar days of the following month in which the services were rendered. During the Design Phase, the invoices must detail the services provided or the activities carried out, accompanied by the required

documents, and comply with the Basic Services requirements established in this contract.

During the SUPERVISION PHASE, the **Designer/Supervisor** must submit, along with the invoice, one (1) monthly report with the summary of activities carried out during that period in accordance with the Scope of Work established in the contract. The report must include photographs that show the project progress, minutes of the meetings with the contractors, an analysis of the current status of the Project, an evaluation of the quality of the execution, and recommendations, among other documents that the **Designer/Supervisor** considers relevant or important. The report with its corresponding invoice must also be sent by email to the Project Coordinator appointed by the ODFI.

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

10. PROPOSAL SCORING AND EVALUATION CRITERIA

Accepted proposals will be reviewed by the UPR and scored against the stated criteria. The committee may review references, request interviews/presentations, conduct interviews, 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 **Design and Supervision Services** to be provided by established and experienced engineer's or architect's firms. The **Awarded Proponent** shall be a professional or technical team fully experienced in project designs, architectural and engineering concepts, site improvements and infrastructure strategies, building development and technology, cost estimates, administration, management, evaluation, project control (budget and schedule) accounting, technological reporting systems, construction quality control and processes. The proponent must also be well versed in Federal compliance, with a proven performance record. The UPR will only consider architectural and engineering firms with established and verifiable experience with at least three (3) years or more of experience, with projects sponsored and funded by NIH.

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 – Refer to Appendix A 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) – Refer to Appendix A Statement of the Bidder

- Describe the organization/company's history, experience, and capabilities as it relates to the proposed scope of work. Be specific and detail no more than three projects/contracts: description of work, dates, locations, challenges, and results. (up to 4 points)
- Indicate relevant experience in projects with NIH grants. (up to 6 points)
- Please indicate whether you have experience working with public or federal entities, and years of experience performing those 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) – Refer to Appendix A Statement of the Bidder

- The Proponent should provide detailed information about the experience and qualifications of the Proponent's principals, project managers, key personnel, and staff to be assigned, including degrees, certifications, licenses, and years of relevant experience in terms of Federal Grants and/or NIH 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 consultant 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 consultant 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. (up to 15 points)
- Attach resumes of personnel (or/and consultant, 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)
 - Personnel/Trade specialist mechanical, electrical, architectural, structural, civil, specialist roof consultant and/or other qualifications per trades based on SOW.

Proponent references (10 points) – Refer to Appendix A 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 representatives. The Proponent is encouraged to provide at least 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 consideration as additional reference to those required in this section as a minimum.

Cost Proposal (25 points) – Refer to Appendix D – Cost Proposal

- Proponent with lower proposal (25 points), all other proposals receive a percentage of the point available based on their cost relationship to the lowest with the following formula: (Lowest Cost Proposal / (Cost Proposal being evaluated) x Total Cost Proposal Points. The final score will be rounded to the nearest whole number.

Proven Experience working with NIH funded projects (10 Points).

- The proponents that have proven experience working with the design of NIH funded projects will have a 10 bonus points. The proponents must add this experience to the statement of the bidder indicating the name and award number of the NIH project, the name of the entity that received the NIH funds, the completion date, the cost of the design services, the construction cost, and a brief description of the project.

TABLE - SUMMARY OF POINTS

Description	Points
Experience and strategy in providing the services	30
Team qualifications	25
Proponent references	10
Cost Proposal	25
Proven Experience with NIH funded projects	10
Total	100

11. FINAL EVALUATION

The UPR will review all Proposals submitted based on the proponent experience and execution of similar and complex projects. The Project will be awarded to firms that exceed the requirements of the RFP for the best value of overall services that surpass the UPR's interests and are in full compliance with NIH procurement requirements.

The RFP may not be awarded to the Proponent who submitted the lowest price if, in the judgment of the Committees or the UPR, another Proposal offers a better value for the Government of Puerto Rico.

12. PROJECT AWARD

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

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

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

13. 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 roberto.wah@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 sent 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.

14. BLACKOUT PERIOD

14.1. 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.

14.2. 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.

15. UPR DISCLAIMERS

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

15.1. Equal Employment Opportunity and Non-Discrimination

15.1.1. 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.

15.2. Conflict of Interest

15.2.1. 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)).

15.2.2. 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.

15.2.3. 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.

15.2.3.1. 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.

15.2.3.2. 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.

15.2.3.3. 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:

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

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

15.3. Proponent’s Error and Omissions

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

15.4. Proponent’s Expenses

15.4.1. 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.

15.5. Selection of proposal in best interest of the UPR

15.5.1. 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.

15.6. Number of Awards

15.6.1. 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").

15.7. Withdrawal Proposals

15.7.1. 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.

15.8. SAM Registration

15.8.1. 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.

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

15.9.1. 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.

15.9.2. 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.

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

15.10. Ownership of Proposals

15.10.1. 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.

15.11. Confidentiality of Proposals

15.11.1. 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.

15.12. Collection and Use of Personal Information

15.12.1. Proponents are solely responsible for familiarizing themselves and ensuring that they comply with the laws applicable to the collection and dissemination of information, including résumés and other personal information concerning employees and employees of any subcontractors. If this RFP requires Respondents to provide the UPR with personal information of employees who have been included as resources in Proposal to this RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the UPR. Such written consents are to specify that the personal information may be forwarded to the UPR for the purposes of responding to this RFP and use by the UPR for the purposes set out in the RFP. The UPR may, at any time, request the original consents or copies of the original consents from Respondents, and

upon such request being made, Respondents will immediately supply such originals or copies to the UPR.

15.13. RFP and Proposal as Part of Agreement

15.13.1. 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.

15.14. Non-Assignment

15.14.1. 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.

15.15. Causes for Disqualification

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

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

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

15.15.4. 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.

15.16. No Bid

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

15.17. Sub-Contracts or Consultants of the Awarded Proponent

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

16. REQUIRED DOCUMENTS FOR THE SIGNING OF THE CONTRACT

In addition to the above requirements, it is required that **before** the signing of the contract, the **awarded 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. Policies and Insurances – See **Appendix C**
- 5. 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.
- 6. Legal Entity Certification - Circular Letter No. 013-2021 of the Management and Budget Office (OGP). (Will be provided)
- 7. 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 Corporation'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 an 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

17. APPENDIX A

STATEMENT OF THE BIDDER

UNIVERSITY OF PUERTO RICO
STATEMENT OF THE BIDDER

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 at least three firms to which similar services have been provided within the past five years of a comparable sized institution or company.

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

III. LIST BELOW CONTRACTS IN HAND

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 NIH 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 subcontractors, 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, specialist roofing consultant and/or other qualifications per trades based on SOW.

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

Authorized representative signature

Date

Initials _____

18. **APPENDIX B**

REQUIRED FEDERAL DOCUMENTS

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

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

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



1. LOBBYING CERTIFICATION RFP #24-003 CITT

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Please check appropriate box:

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

or

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

Executed this ____ day of _____, 20_____

by _____
(Type or Print Name)

(Title of Executing Official)

(Signature of Executing Official)

(Name of organization/applicant)

Initials _____



2. NON-CONFLICT OF INTEREST
CERTIFICATION ON EXISTING OR PENDING CONTRACTS
Design and Supervision Services
University of Puerto Rico
RFP #24-003 CITT

I, _____, of legal age, of marital status (married/single), and a resident of _____, have been designated as the _____ authorized representative of _____ ("the Proposer") for the **Design and Supervision Services / RFP #24-003 CITT** procurement process ("Procurement Process"). In such regard, I hereby certify that:

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

Initials _____

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
Design and Supervision Services
University of Puerto Rico
RFP #24-003 CITT**

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 _____

19. APPENDIX C POLICIES AND INSURANCE

Required Insurance for the project

RFP #24-003 CITT

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

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

20. APPENDIX D
COST PROPOSAL

COST PROPOSAL

RE: Design and Supervision Services for the UPR Center for Incubator and Technology Transfer (UPRCITT)

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

Note: Do not modify this Cost Proposal Template. Fill all the spaces. If any space does not apply you should put (N/A) or other information. Do not leave any blank spaces.

COST PROPOSAL		
RFP #24-003 CITT		
Estimated Construction Cost for the proposed development: \$_____ (required) Professional design and supervision fees have been computed based on the estimated construction cost mention above:		
PHASE	TIME	FEE
Basic Services:		
As-Built Drawings	___ days	\$
Schematic design (35% complete)	___ days	\$
Design Development (65% complete)	___ days	\$
Construction Documents (95 - 100% complete)	___ days	\$
Permits Documents	N/A	\$
Bidding and Negotiation	N/A	\$
*Design Subtotal:	N/A	\$
Supervision Services:	_____ months x \$_____ monthly	\$
Basic Services TOTAL:		\$
Additional Services: <ul style="list-style-type: none"> • Divide the design documents into two (2) construction phases. 	___ days	\$
**Reimbursable Expenses: For fees, stamps, and filing costs related to endorsements and permits from permit regulatory offices.	N/A	\$

Initials _____

_____ (\$ _____) Total (Basic services total, additional services, and reimbursable expenses). Write the total amount in words and numbers.
--

*The Basic Services will consider all the required permitting efforts with the state and federal agencies and the design of the UPR CITT ("The project").

**For Reimbursable Expenses, the UPR reserves the right to adjust the amount for their convenience. These services will be approved after submitting the proposal and order to proceed by the University.

For other possible Additional Services:

Description of the possible Additional Services

The UPR establishes an amount of **\$20,000.00** for other possible **Additional Services**. The UPR reserves the right to award this amount.

Fees for additional professional services will be calculated using the hours-based rate described below.

Fees for Professional Services	
Description	Fee per hour

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 _____

Initials _____

Addendum No. 2 – Description: _____

Date _____

Addendum No. 3 – Description: _____

Date _____

No Addendum was received in connection with this RFP. If no Addenda are 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____.

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

Seal (if Bidder is a Corporation)

Initials _____

21. **APPENDIX E** **RESPONSE CHECKLIST**

Response Checklist

Note: Before submitting the proposal to this RFP, please review the following:

- Did you include a Letter of Intent identifying the name and number of the RFP, date of submittal, signed by an authorized representative of the organization, that states the acceptance of the Terms and Conditions of this RFP, providing the exact business name to conduct business with the UPR, and address, telephone, fax number, e-mail address and SAM Entity Identifier Number?
- Do you have an **Active** Registration on SAM.gov?
- Did you complete and sign Appendix A - Statement of the Bidder?
- Did you fully complete Part 1 through 6 in the Statement of the Bidder, Appendix A?
- Did you attach the resumes of all firm personnel teamwork (or/and sub-contractors, specialized trades consultants, if any) who will be providing the services?
- If any space does not apply in Appendix D – Cost Proposal, did you put (N/A) or other information?
- Did you acknowledge the Addendums in Appendix D – Cost Proposal, if applicable?
- Did you sign and seal Appendix D – Cost Proposal following the instruction in Section 7 - REQUIRED DOCUMENTS FOR THE SUBMISSION OF THE PROPOSAL?
- Did you complete and include the required Federal Documents in Appendix B (Lobbying Certification, Non-Conflict of Interest Certification and Limited Denial of Participation Affidavit)?
- Did you include a color copy of the engineer's or architect's professional ID (Identificación de Colegiación) and a copy of the Department of State License?
- Did you include a copy of initialized RFP and its Appendices?
- Before signing and submitting the proposal for this Project, did you carefully review the Appendix E – Response Checklist?

END OF DOCUMENT