

**UNIVERSITY OF PUERTO RICO
CENTRAL ADMINISTRATION
NOTICE OF REQUEST FOR PROPOSAL RFP #DRO 24-022 / 08165
DESIGN AND SUPERVISION SERVICES**

Administración
Central
Universidad de
Puerto Rico

Timeline:


RFP publication date: November 30, 2023.
Site visit (Not Compulsory) December 5, 2023, Time: 10:00 am
Location: Artes Plásticas Bridge over "Quebrada de Oro",
Coordinates: (18.213939115068616, -67.14122357913006).
**Deadline for Request
for Information by email:** December 12, 2023, Time: on or before 4:30pm.
**Response for Request
for Information by email:** December 15, 2023, Time: on or before 4:30pm.

The proposal must be submitted **by email on or before 11:59pm (AST) on January 12, 2024**. Address the indicated contacts in Section II (Mr. Julio Collazo Rivera, attention to Eng. Carlos Hiraldo Torres). **The University of Puerto Rico (UPR) will accept offers via email in digital PDF format at uprecovery.rfp@upr.edu.**

The UPR is working towards its recovery, which requires the issuance of this Request for Proposal for Design and Supervision Services for the UPR Recovery Project **08165-DRO-11-2023-RUM- Reconditioning at Quebrada de Oro and Bridges at University of Puerto Rico, Mayagüez Campus**. The purpose of this RFP is to request and receive proposals from qualified Architecture and Engineering firms for the development of all design documents: Basis of Design, detail design, specifications, cost estimates, schedules, scopes of work, bidding phase, and other required documentation for the compliance of the requirements of FEMA and PRDOH/CDBG-DR Non-Federal Match Program. The awarded firm or professional will also provide services of oversight and coordination for the execution of a complete comprehensive project.

The project will be on UPR Mayagüez Campus. The project is divided into four DI's. Proponents will be working on the respective scope of work, as stated by FEMA and must explain in detail how they will be able to provide the required services and achieve the expected results, while in compliance with FEMA and PRDOH/CDBG-DR Non-Federal Match Program requirements. Review and verification through the site area of FEMA's Scope of Work (SOW) and the proposed strategy is required, as well as the development of a detailed SOW (based exclusively in the FEMA SOW of hurricane damages provided) with current industry construction costs for the repair, and in compliance with applicable actual codes and regulations. The design scope will be executed in concurrence for all impacted areas of the project (creek and bridges). This project considers two culvert type vehicular bridges, one pedestrian bridge, and 1,304 feet of natural creek which passes through The University of Puerto Rico (UPR), Mayaguez Campus. Strong rains during and after hurricane Maria caused flashfloods that severely eroded the soil. Consequently, bridge components have been exposed, causing structural instability. Besides, erosion affected sections on both sides of the creek.

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 (Nov 27, 2023 11:36 AST)

Julio A. Collazo Rivera, Director

Oficina de
Desarrollo
Físico e
Infraestructura

Jardín Botánico Sur
1187 Calle Flamboyán
San Juan PR
00926-1117
Tel. 787-250-0000
Fax 787-250-6588



REQUEST FOR PROPOSAL FOR:

DESIGN AND SUPERVISION SERVICES FOR

Project Number: 08165 DRO-11-2023-RUM

Project Title: RECONDITIONING AT QUEBRADA DE ORO AND BRIDGES AT UNIVERSITY OF PUERTO RICO, MAYAGÜEZ CAMPUS

RFP #DRO 24-022/ 08165

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

Project funded by:
FEMA AND CDBG-DR PROGRAM



Universidad
de Puerto Rico

Contents

1. BACKGROUND AND PURPOSE.....	3
2. CONTACT AND TIMELINE	4
3. TIMELINE AND SUBMISSION DATE	4
4. PROJECT DESCRIPTION and DESIGN STRATEGY	5
5. SERVICES.....	7
6. COST PROPOSAL.....	9
7. REQUIRED DOCUMENTS FOR THE SUBMISSION OF THE PROPOSAL.....	10
8. UPR RESPONSIBILITIES.....	11
9. COMPENSATION FOR DESIGN AND SUPERVISION SERVICES AND PAYMENT METHOD	12
10. PROPOSAL SCORING AND EVALUATION CRITERIA	13
11. FINAL EVALUATION.....	16
12. PROJECT AWARD	16
13. JUDICIAL REVIEW	17
14. BLACKOUT PERIOD	17
15. UPR DISCLAIMERS	18
16. REQUIRED DOCUMENTS FOR THE SIGNING OF THE CONTRACT	24
17. APPENDIX A	26
18. APPENDIX B	30
19. APPENDIX C	35
20. APPENDIX D.....	37
21. APPENDIX E	41
22. APPENDIX F	43
23. APPENDIX G	55
24. APPENDIX H.....	56

1. BACKGROUND AND PURPOSE

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

The UPR is working towards its recovery, which requires the issuance of this Request for Proposal (the "RFP") for Design and Supervision Services for the **UPR Recovery Project: 08165-DRO-11-2023-RUM- Reconditioning at Quebrada de Oro and Bridges at University of Puerto Rico, Mayagüez Campus**, ("The Project"). This Program is \$ 824,886,120.82 which 90% (\$742,397,509.52) funded by FEMA and 10% matching funds of CDBG-DR Non- Federal Match Program and institutional funds. 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 for execution logistic, and assistance in bidding phase and other required documentation for the compliance of the requirements of FEMA and PRDOH/CDBG-DR Non-Federal Match Program**. The awarded firm or professional will also provide services of oversight and coordination for the execution of a complete comprehensive project.

Proponents must explain in detail how they will be able to provide the required services and achieve the expected results, while in compliance with FEMA and PRDOH/CDBG-DR Non-Federal Match Program requirements. Previous experience with projects subject to compliance requirements under FEMA and PRDOH/CDBG-DR Non-Federal Match Program is very important. Review and verification through the site area of FEMA's Scope of Work (the "SOW") is required, as well as the development of a detailed SOW (based exclusively in the FEMA SOW of hurricane damages provided) with current industry construction costs for the repair in compliance with applicable actual codes and regulations. In addition, proponents shall provide the percent fee applicable for any future additional scope or scope change required for reinstate facility to normal functional operation.

The awarded proponent shall comply with all applicable Federal, state, and local laws, rules, regulations, and policies relating to FEMA Public Assistance Program and PRDOH CDBG-DR Program services. This includes without limitation, applicable Federal Registers; 2 C.F.R. part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Community Development Act of 1974; 24 C.F.R. part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. § 35, 24 C.F.R. part 58, 24 C.F.R. part 135; National Historic Preservation Act; 2 C.F.R. part 200.101, where applicable, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards, and the environment; and Action Plan amendments and HUD's guidance on the funds. [Click on link](#) to see Compliance with Federal Law, Regulations and Executive Orders.

2. CONTACT AND TIMELINE

The RFP shall be sent and addressed to:

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

Attention to:
Eng. Carlos Hiraldo Torres
Field Operation Manager
 Disaster Recovery Office

University of Puerto Rico
 Jardín Botánico Sur 1187, calle Flamboyán
 Río Piedras, Puerto Rico 00926-1117
 Tel. (787) 250-0000, Ext. 5099
E-mail: uprrecovery.rfp@upr.edu

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

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

3. TIMELINE AND SUBMISSION DATE

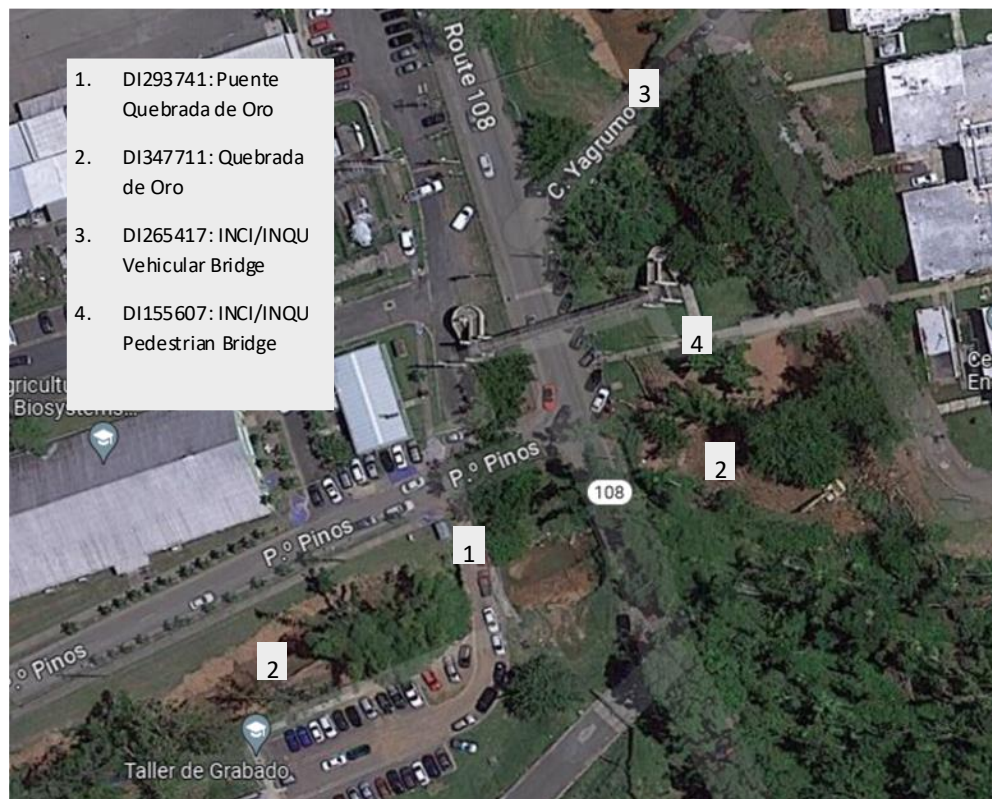
Description	Date
RFP publication	November 30, 2023.
Site Visit (Not Compulsory): Location: Artes Plásticas Bridge over "Quebrada de Oro", Coordinates: (18.213939115068616, -67.14122357913006). Be advised that interested proponents must register via email. Please provide complete company name, representative's name and email.	December 5, 2023 Time: 10:00 a.m.
Deadline for Request for Information (RFI) by email	December 12, 2023, Time: on or before 4:30pm Atlantic Standard Time (AST)
Response for Request for Information by email	December 15, 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 Collazo Rivera, Attention to Eng. Carlos Hiraldo and Eng. Eliezer Collazo)	January 12, 2024, Time: on or before 11:59pm Atlantic Standard Time (AST).
Award Notification	February 2024
Execution of Agreement	March 2024

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 and DESIGN STRATEGY

This project considers two culvert type vehicular bridges, one pedestrian bridge, and 1,304 feet of natural creek which passes through The University of Puerto Rico (UPR), Mayaguez Campus. Strong rains during and after hurricane Maria caused flashfloods that severely eroded the soil. Consequently, bridge components have been exposed, causing structural instability. Besides, erosion affected sections on both sides of the creek.

- DI 293741 UPR Mayagüez PQN-444 Puente Quebrada Oro
- DI 347711 UPR Mayagüez Quebrada Oro
- DI 265417 UPR Mayagüez - INQU/INCI Parcel - Vehicular Bridge over Quebrada Oro Creek
- DI 155607 UPR Mayagüez - INQU/INCI Parcel - Pedestrian Bridge over Quebrada Oro Creek



The project will be on UPR Mayaguez Campus. The project is divided into four DI's which the awarded firm will provide oversight services and coordination for the execution of the project. Proponents will be working on the respective scope of work, as stated by FEMA and must explain in detail how they will be able to provide the required services and achieve the expected results, while in compliance with FEMA and PRDOH/CDBG-DR Non-Federal Match Program requirements. Review and verification through the site area of FEMA's Scope of Work (the "SOW") and the proposed strategy is required, as well as the development of a detailed SOW (based exclusively in the FEMA SOW of hurricane damages provided) with current industry construction costs for the repair, and in compliance with applicable actual codes and regulations.

The design scope will be executed in concurrence for all impacted areas of the project (creek and bridges). As part of the development, the A/E firm evaluates and develops the design package that considers:

- a. **Alternative Procedure** for submission to COR3 and FEMA for the compliance of the requirements of FEMA and PRDOH/CDBG-DR Non-Federal Match Program, that might consider the following strategies:
 - o *Improved Project or Scope of Work Alignment* for the compliance of the requirements for approval of FEMA, as applicable.
 - o Should be considered in the initial design phase (Schematic) to evaluate the scope with the owner and define the SOW to develop the design, which could require *alignment of the scope* or an *improved project*. Refer to **Appendix G** for the FEMA requirements and checklist for submission of alternatives procedures (share funds, alternate projects, improved projects).
- b. **Design Services** which include, but may not be limited to:
 - o Visit and identify the FEMA damages (as per SOW Appendix)
 - o Validation of the strategy with the owner (UPR ORD & UPR Campus)
 - o As Built
 - o Design (schematic, design development, construction documents), technical specifications, cost estimates, schedules, and bidding phase assistance.)
 - o Infrastructure, safety, energy efficiency and technology measures in accordance with the hazard mitigation scope
 - o Abatement for lead and asbestos materials
 - o Endorsements and Permits
 - o Technical Studies as Additional Services (detailed or described the possible)
 - o Field Supervision
 - o Other services required, related to design and supervision services.
- c. **Development of the Logistic Plan** for the Design, Permits, Bid packages and Construction Execution phases in relation to the approved budgets and schedule. The purpose of this plan is to coordinate activities with the Central

Administration not cause adverse effects with the academic and administrative functions.

The project considers several rehabilitation tasks that will restore the facilities to their pre-disaster design, function, and capacity, including mitigation tasks as recommended by FEMA. All work to be performed must be within the existing footprint. Some works include mitigation measures and code compliance measures as recommended by FEMA in the respective scope of work for each building. Due to the structure's year of construction, it may be necessary lead or asbestos inventories, abatement specifications to define the hazardous materials SOW in relation with the scope of the damages to be repaired.

This RFP has the objective of developing the permanent works obligated by FEMA in Public Assistance (PA) and Hazard Mitigation Program (HMP). The A/E firm will be working on the respective scope of work, as stated by FEMA.

In general terms, the required tasks at the creek and building's structures are as follows in **Appendix F**.

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 SERVICES RELATED TO FEMA'S SOW

5.1.1 The provided SOW serves as fundamental base for the development of a final detailed SOW. This final detailed SOW is required for submission to FEMA as part of the schematic design phase, for the purpose of Scope of Work Alignment. The awarded proponent will be responsible for the design following the SOW and for preparing cost estimates for the mentioned SOW and any additional SOW as required by UPR for compliance with all internal and FEMA procedures. In addition, the awarded proponent shall perform technical assessments of existing conditions, technical specifications, materials; structures' elements, to be included as part of the as built. These plans and other documents will comply with the above requirements and must be submitted to the UPR for consideration and approval.

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

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

- 5.1.4 The Awarded Proponent is responsible for notifying the UPR's representative in case of any change that may affect the primary SOW.
- 5.1.5 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, COR3 or FEMA, and will be available to complete said requests and attend the meetings that the UPR deems necessary.
- 5.1.6 The Awarded Proponent will evaluate the 406 Hazard Mitigation proposed by FEMA and determine if it's viable or if there are better proposal measures to provide Hazard Mitigation to the facility. In case of a change, the awarded proponent, in coordination with the UPR's representative, will prepare a Hazard Mitigation proposal for submission to FEMA for its corresponding approval.
- 5.1.7 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.
- 5.1.8 As part of the Basic Services the Awarded Proponent shall have the responsibility related to the preparation, processing and obtaining all the Endorsements and Permits required for the project. Has the responsibility of evaluating and determining the applicable permits to the project and doing everything necessary for compliance with state and federal agencies. These efforts will not be additional services, will be part of the basic services. The payments for submitting the endorsements, technical consultants, and/or permits to the applicable agencies will be part of the reimbursable expenses incurred costs.

Including lead and asbestos remediation permits and/or certificates in buildings prior to 1990. In addition, any environmental and historical agency that is required for this project.

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.

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.

5.1.9 The project must comply with Puerto Rico Department of Transportation and Public Works, Puerto Rico Highway and Transportation Authority, Standards and Specifications for Road and Bridge Construction, and Puerto Rico Department of Natural Resources Codes and Standards for the development of natural water channels. Refer to proposed Method of Repair included with this RFP as **Appendix H**.

5.1.10 All borrow material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provide the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event. For any FEMA-funded project requiring the use of a non-commercial source or a commercial source that was not permitted to operate prior to the event (e.g. a new pit, agricultural field, road ROWs, etc.) in whole or in part, regardless of cost, the Applicant must notify FEMA and the Recipient prior to extracting material. FEMA must review the source for compliance with all applicable federal environment planning and historic preservation laws and executive orders prior to a subrecipient or their contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal funding. Documentation of borrow sources utilized is required at closeout.

- Please refer to **Appendix F** for a complete FEMA's SOW.

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 a 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, including additional SOW fee percentage (%)
- **Cost Proposal Breakdown** - Provide Cost Estimate Breakdown based in SOW provided in Appendix F.
- **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 the Appendix E – Response Checklist.

Request for Information (RFI)

An RFI or clarification shall be addressed by email to: uprrecovery.rfp@upr.edu on or before the date established in this document and must reference this specific RFP (**RFP #DRO 24-022 / 08165**) 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 uprrecovery.rfp@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 to 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 delivered on a Universal Serial Bus (USB) and 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 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 – 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 FEMA grants. (up to 6 points)
- Please indicate whether you have experience working with public or federal entities, and years of experience performing like 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 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. (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)
 - Personnel/Trade specialist mechanical, electrical, architectural, structural, roofing systems specialist, civil and/or other qualifications per trades based on SOW.

Proponent references (5 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 or its designer(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 Breakdown (5 points)

- Provide Cost Estimate Breakdown based in SOW provided in **Appendix F** (5 points)

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.

Cost Proposal % Fee for additional SOW (5 points) – Refer to Appendix D – Cost Proposal

- Proponent with lower % of fee for additional SOW (5 points)

Preference of 5 points for Section 3 Business Concern and MWBE

The UPR will 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.** The certification should be provided by the following agencies as stated in the PRDOH M/WBE Policy Guide:
 - **MBDA** – Minority Business Development Agency PR
 - **WBENC** – Women’s Business Enterprise National Council PR
 - **PMSDC** – Puerto Rican Minority Supplier Development Council
 - **EPA** – Office of Small Business Programs OSDBU

For more information, please click the link below:

<https://cdbg-dr.pr.gov/en/section-3/enterprise-woman-minority-mwbe/m-wbe-policy/>

TABLE - SUMMARY OF POINTS

Description	Points
Experience and strategy in providing the services	30
Team qualifications	25
Proponent references	5
Cost Proposal Breakdown	5
Cost Proposal	25
Cost Proposal % Fee for additional SOW	5
Total	95
Section 3 Business concerns and MWBE	5
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 FEMA and CDBG-DR 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's details, and compliance.

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

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

13. 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.

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 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 the 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 accessing and using the information provided by the UPR for the purpose of proposal submission, and, 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 the 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. Cost analysis for proposal; Proponent's Responsibility

15.3.1. All proponents are required to perform an independent and thorough analysis of the cost estimate related to the project and their design and supervision services. Proponents are responsible for determining the accuracy and completeness of the cost estimate independently. Proponents are solely responsible for the accuracy and completeness of the cost proposal submitted.

15.4. No responsibility of the UPR regarding the use of information

15.4.1. The information provided by the UPR in reference to this RFP is intended solely for good faith and for the purpose of facilitating the proposal submission process. It is provided as a convenience to proponents and should not be relied upon as the sole basis for proposals, neither should be interpreted as the norm for every request and procurement process. The UPR shall not be held responsible for the accuracy, completeness, or reliability of the information provided for proposal submission. The UPR disclaims all liability for any errors, omissions, or discrepancies in the information presented in connection with this RFP.

15.5. Proponent's Error and Omissions

15.5.1. 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.

15.6. Proponent's Expenses

15.6.1. 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.

15.7. Selection of proposal in best interest of the UPR

15.7.1. 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.

15.8. Number of Awards

15.8.1. 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").

15.9. Withdrawal Proposals

15.9.1. 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.

15.10. SAM Registration

15.10.1. 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.

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

15.11.1. 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.

15.11.2. 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 the 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.

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

15.12. Ownership of Proposals

15.12.1. 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.

15.13. Confidentiality of Proposals

15.13.1. 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.

15.14. Collection and Use of Personal Information

15.14.1. 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.

15.15. RFP and Proposal as Part of Agreement

15.15.1. 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.

15.16. Non-Assignment

15.16.1. 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.

15.17. Causes for Disqualification

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

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

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

15.17.4. 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.

15.18. No Bid

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

15.19. Sub-Contracts or Consultants of the Awarded Proponent

15.19.1. 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 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 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 BOARD OF AWARD STATEMENT OF THE BIDDER FOR CONTRACTORS

BUSINESS AND TECHNICAL ORGANIZATION.

Bidder may use additional space to complete required information.

I. PERMANENT PLACE OF BUSINESS

A. Name of Bidder: _____

B. Mailing Address: _____

C. City and Zip Code: _____

D. Physical Address: _____

E. City and Zip Code: _____

F. Telephone No: _____

G. E-Mail: _____

II. PROPOSER REFERENCES - LIST BELOW SIMILAR CONTRACTS EXECUTED.

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

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

III. LIST BELOW CONTRACTS IN HAND

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

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

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 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, roofing systems specialist, civil 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

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 #DRO 24-022 / 08165

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)



2. NON-CONFLICT OF INTEREST
CERTIFICATION ON EXISTING OR PENDING CONTRACTS
Request for Proposal (RFP)
Design and Supervision Services
Community Development Block Grant – Disaster Recovery
Universidad de Puerto Rico
RFP #DRO 24-022 / 08165

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 #DRO 24-022 / 08165** 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 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)
Design and Supervision Services
Community Development Block Grant – Disaster Recovery
Universidad de Puerto Rico
RFP #DRO 24-022 / 08165**

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

19. **APPENDIX C**

POLICIES AND INSURANCE

Required Insurance for the project

RFP #DRO 24-022 / 08165

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

- (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
- (X) Auto Limits – Combined Single Limit of \$500,000
- (X) Endorsements required for CGL & Auto:
 - (X) Hold Harmless Agreement
 - (X) Additional Insured
 - (X) Thirty (30) days cancellation notice
 - (X) Waiver of Subrogation
- (X) Errors & Omissions / Professional Liability – Limits \$1,000,000.00

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

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

20. APPENDIX D COST PROPOSAL

COST PROPOSAL

RE: Reconditioning at Quebrada de Oro and Bridges at University of Puerto Rico, Mayagüez Campus
RFP #DRO 24-022 / 08165

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

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

COST PROPOSAL		
Group PW #08165 – UPR Mayagüez (293741) UPR Mayagüez PQN-444 Puente Quebrada Oro, (347711) UPR Mayagüez Quebrada Oro, (265417) UPR Mayagüez - INQU/INCI Parcel - Vehicular Bridge over Quebrada Oro Creek, (155607) UPR Mayagüez - INQU/INCI Parcel - Pedestrian Bridge over Quebrada Oro Creek.		
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 (Calendar Days)	FEE
BASIC Services:		
Schematic design	___ days	\$
Preliminary design	___ days	\$
Construction Documents	___ days	\$
Bidding and Negotiation	N/A	\$
Design Subtotal:	N/A	\$
Supervision:	___ months x \$_____ monthly	\$
BASIC SERVICES TOTAL*:		\$
Additional Services: • As Built	___ days	\$

Reimbursable Expenses**: For fees, stamps, and filing costs related to endorsements and permits from permit regulatory offices.	N/A	\$
_____ (\$ _____)		
Write the total amount (Basic Services Total + As-Built + Reimbursable Expenses) in words and numbers.		
Additional SOW Fee % _____ (Design subtotal + Supervision) / Estimated Cost		

*The Basic Services will consider all the required permitting efforts with the state and federal agencies.

**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, the UPR reserves the right to adjust these amounts for their convenience.

Description of the possible Additional Services

The UPR establishes an amount of **\$8,000.00** for **Additional Services**.

Fees for additional professional services will be calculated using the % Fee design for services (Design subtotal + Supervision) / Estimated Cost included on the Cost Proposal table above and/or hours-based rate described below.

Fees for Professional Services	
	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:

Initials _____

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**_____.

Firm Name:	
Signed by:	_____ (Sign it in ink)
Name:	
Title:	
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?
- Did you fully complete and include the additional SOW Fee Percentage (%) in Appendix D – Cost Proposal?
- 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 include a Cost Estimate Breakdown based on SOW provided in Appendix F – Scope of Work?
- 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?

22. APPENDIX F
SCOPE OF WORK

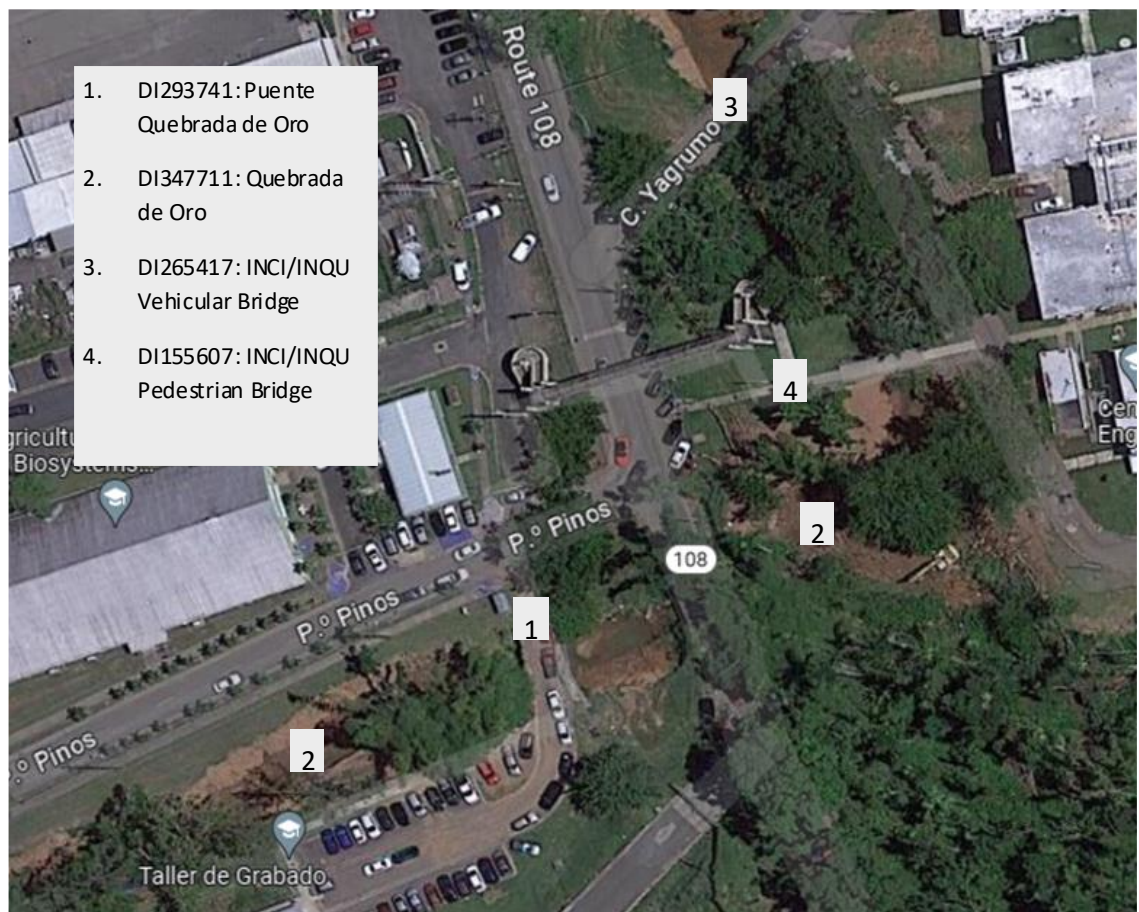
I. GENERAL DATA OF THE PROJECT:

Campus: UPR Mayagüez
Project Worksheet: 8165
Damage Inventories (DI):

1. 293741 UPR Mayagüez PQN-444 Puente Quebrada Oro
2. 347711 UPR Mayagüez Quebrada Oro
3. 265417 UPR Mayagüez - INQU/INCI Parcel - Vehicular Bridge over Quebrada Oro Creek
4. 155607 UPR Mayagüez - INQU/INCI Parcel - Pedestrian Bridge over Quebrada Oro Creek

II. LOCATION PLAN, PROJECT DESCRIPTIONS AND SCOPES:

a. Location Plan and architectural context



III. Description

1. DI 293741 PQN – 444 Puente Quebrada de Oro



GPS Latitude/Longitude: 18.21387, -67.14114

Puente Quebrada Oro (Artes Plásticas): This structure is a two-lane concrete cast in place construction located over Quebrada Oro creek in the intersection of Paseo Los Pinos and Artes Plásticas buildings parking lot. This bridge, constructed approximately in 1929, gives access to a small parking lot, and serves as a pedestrian path to access nearby buildings. It is a single span, slab-type bridge, approximately 25 FT wide by 48 FT long including two 8 FT approach slabs with a water channel opening of approximately 7 FT. The bridge exhibits severe surface erosion and cracking on the exposed surfaces, where the degree of surface erosion, and cracking follows a high-water level to base wear pattern expected from high water, high flow events. Various utility lines and pipes are attached to the bridge's slab; electrical supply feeders at the east side of the bridge and fiber optic/telephone lines and water supply pipes for several buildings. (Damage 293741)

2. DI 347711 – Quebrada Oro Creek



Start GPS Latitude/Longitude: 18.21515, -67.14124

- End GPS Latitude/Longitude: 18.21303, -67.14274

Quebrada Oro Creek: The segment of the Quebrada Oro Creek covered in this DI is an improved natural creek, with a modified medium to fine grained sediment bottom, and an estimated 0% to 80% vegetation covered sloping to vertical walls. Creek damage is divided into two segments. Segment 1 is located west of the PR-HWY 108 bridge located 85 FT south of the junction of PR-HWY 108 and Calle Los Pinos, on the UPR campus in Mayaguez, PR. The second segment is located east of the PR-HWY 108 bridge, on the UPR campus. Creek bed elevation drop over the damaged distance is approximately 17 feet.

Segment 1 of the creek is a 750 LF trapezoidal shaped channel, that varies in width from 5 FT to 10 FT at the water line, up to 50 FT across at the top of the 5:1 sloped channel walls, which graduate to vertical channel walls in specific locations. The channel depth is approximately 12 FT from the top of the channel wall to the water line. The water depth at low water varies from 6 inches to an unknown depth, where the bottom cannot be visualized. (Channel gauge depths are not available.) The channel walls have been modified and packed in place; however, displayed moderate to extreme slumping and shear slip near the project segment starting point (HWY 108 Bridge, Photos 5-10, Photosheet 1), to the bridge located 66 FT west at GPS location 18.21405, -67.14114, which leads from Calle Los Pinos to the UPR Chemistry Building parking lot. A protected bamboo outcrop, 95 FT x 30 FT, is growing on the south channel wall, approximately 85 feet from the project start point. 260 FT west of the start point, channel walls are held in place with compacted soil exposing tree roots. The remainder of the channel walls are vegetation covered, which show signs of erosion in regions near storm drains. North channel walls approach within 4 feet of a pedestrian sidewalk in one location.

Segment 2 of the Quebrada Oro Creek (Photosheet 3) is located upstream from segment 1. With similar creek depth and width parameters as segment 1, the segment 2 end point is located immediately east of the HWY 108 bridge, and follows the creek 554 feet, as it curves north, running parallel to HWY 108 at a distance from HWY 108 of 25 FT to 130 FT. A bamboo outcrop is growing on the south east side of the state owned HWY 108 bridge-culvert at STA 554 E. The creek is crossed by 2 bridges, a pedestrian bridge utilized by university students (18.21434, -67.14061 to 18.21432, -67.14074), and a bridge-culvert for Calle Yagrumo, (18.21472, -67.14089 to 18.21468, -67.14092), a cross street leading from HWY 108, east to UPR educational facilities.

Segment 2 begins at STA -68, (18.21515, -67.14124) leading to STA 0, a region of transition from natural creek to a channel-creek with man-made improvements, where residual un-compacted sediment mounds are located at STA 0 W. STA 0 to STA 110, north of the Calle Yagrumo bridge-culvert, is bordered by repaired tree damaged sliding/slumping berms; where the west bank is about 9 feet lower than the east, and constructed of loosely compacted topsoil. Inside the Calle Yagrumo culvert, creek erosion has removed soil from around the culvert base support beams, exposing up to $\frac{3}{4}$ of the base cross beam depth, while south wing wall cross beams are fully exposed, with up to 10 inches of undercut removing up to 90% of the vertical load support soil, allowing impingement erosion to advance

under the south box culvert base support beam.

North culvert wing wall base support beam erosion is beginning (STA 110 E). STA 134 W to STA 289 W, is a highly eroded region, beginning with the exposed and severely undercut culvert wing wall support beams, leading to berm undercut, abandon debris, lose soil, and berm/channel wall slip on the west side, with exposed tree roots protruding from lower cohesive strength compacted clay, ending at the loose fill soil found under the west side of the pedestrian bridge (STA 289 W to STA 299 W) where undercut can be seen at the north-west bridge support beam.

On the east side of the creek, the channel wall is composed of lower cohesive strength packed clay with exposed tree roots (STA 134 E to STA 279 E) and a 10 FT tall concrete lined channel wall beginning about 18 feet before the pedestrian bridge, and ending 16 FT south of the bridge, at STA 315 E. The concrete wall is not as tall as the channel at its maximum height, and it is lower than the pedestrian bridge base, exposing the bridge abutment to high velocity flow at maximum channel capacity, where flood ponding is anticipated. South of STA 299, the west channel walls exhibit temporary repairs with high levels of erosion, undercut, de-vegetation, lose soil, and tree damage at varying heights; while the east channel walls consist of repacked, erosion striated, slip line scared local soil lacking an estimated 40% to 100% vegetation, with exposed and dead tree roots, prior to merging with a very deeply cut narrow darker clay wall and bottom secondary tributary creek (depth unknown ~ 5 + FT), with characteristics of an extremely high velocity flow regime when under greater load capacities, and in the natural surroundings, the tributary is not visible from a 10 foot or less distance at most locations on its' north side while standing on UPR grounds, with the vertical channel wall located at a straight line distance of about 50 feet from an unfenced parking area. The tributary merges with the Quebrada Oro Creek at approximately STA 534, before the end of the segment at STA 554 (18.21397, -67.14099).

The entrance to the PR-HWY 108 box culvert prior to and at STA 554 has no wing wall, or entrance bottom plate. Creek depth at the centerline of the entrance to the culvert was about 8 to 12 inches, typical of the maximum creek depth along the entire segment, during this low water site inspection. Historic creek armoring is located outside the expected wing wall perimeter, on UPR grounds, and is documented in the EHP report. Extensive tree damage occurred in the region during the event. (Damage 347711)

3. DI 265417 INQU / INCI Parcel Vehicular Bridge



GPS Latitude/Longitude 18.21472, -67.14090

INQU/INCI parcel vehicular bridge over Quebrada Oro: This bridge is located in the north side of the university campus, east to PR-108 road crossing over Quebrada Oro creek at local road Yagrumo. It is a single cell, culvert type, cast in place concrete structure with inlet and outlet concrete wingwalls. The culvert itself is approximately 17FT 6IN wide by 25FT 3IN FT long by 12IN thick including two sets of wingwalls with an approximate length of 14FT 10IN upstream and 19FT 3IN downstream. The culvert is approximately 9FT 10IN in height over the waterbody measured in the center of the span. This structure, built in 1970, has utility lines and pipes attached to the upstream side; two optical fiber pipes and one main water line serving the Chemical and Civil engineering buildings in the parcel. This bridge gives access to several parking lots serving as the main access to the engineering complex. (Damage 265417)

MOR Note:

Comply with Puerto Rico Department of Transportation and Public Works, Puerto Rico Highway and Transportation Authority, Standards and Specifications for Road and Bridge Construction, and Puerto Rico Department of Natural Resources Codes and Standards for the development of natural water channels. Make reference to proposed Method of Repair DI265417 - DR4339PR - Method of Repair.

4. DI 155607 Pedestrian Bridge



GPS Latitude/Longitude 18.21433, -67.14065

INQU/INCI Parcel - Pedestrian Bridge: It is a single span, cast in place construction over steel girders bridge, that provides pedestrian access to the engineering complex including chemical and civil engineering buildings. Its dimensions are 9FT 9IN wide by 27FT 6IN long by 14FT 0IN in height over the waterbody measured in the center of the span. This structure, constructed approximately in 1970, is located in the north side of the university campus, east to PR-108 road crossing over Quebrada de Oro creek south to local road Yagrumo, and has utility lines and pipes attached to the upstream side. This bridge exhibits high degree of erosion in the embankments around the west abutment. (Damage 155607)

SCOPE OF WORK- FEMA

In general terms, the main elements of the project consider removal and replacement of bridge 's components to stabilize the structures, cleaning of sediments and soil removal, among other tasks described in **Table 1: Summary of Scope of Work – Quebrada de Oro and Bridges**, and specified in the Final Scope of Work that is included as part of this RFP.

Table 1: Summary of scope of Work – Quebrada de Oro and Bridges

Task	Qty	UOM	Repair description
Remove and replace	2	EA	Abutment, reinforced concrete
Remove and replace	8	SF	Asphalt
Remove and replace	1	EA	Cable hangers

Remove and replace	18	CY	Concrete, grade beams
Remove and replace	120	SF	Deck
Remove and replace	6581	CY	Embankment
Perform	1	EA	Environmental inspection
Remove and replace	8	EA	Guard rail
Remove and replace	15	EA	Pvc conduit
Remove and replace	192	LF	Reflective paint lines
Remove and replace	4	EA	Rigid conduit
Remove and replace	4.94	CY	Roadway approach slabs
Clean	1	EA	Sediment cleaning
Remove and replace	92.4	CY	Soil, graded
Remove and replace	8	EA	Tree removal

There is suspicious material in 192 LF of traffic paint, as identified by FEMA's inspectors. There is no suspect of other contaminants that may affect project's development.

The scope of work of the proposed project includes a Hazard Mitigation Plan that should be included as part of the proposal. These are recommendations of FEMA to avoid future damages. The plan includes the provision of additional rip-rap rock lining, additional geo-synthetic soil stabilization, additional bio-engineering measures, and Backfill with the objective of having more resilient structures and site.

The scope of the works of this proposal should include the works recommended under Public Assistance Program, Hazard Mitigation Plan, and must be performed according the methods of repair established by FEMA.

Detailed FEMA scope of work

DI 155560: UPR Mayaguez - INQU/INCI Parcel - Pedestrian Bridge over Quebrada Oro Creek

Public Assistance

Bridge Damage:

{00-001} Pedestrian Bridge:

Substructure: West Side Embankment:

A. Remove and Replace per MOR 31 CY of embankment.

Hazard Mitigation

To restore the road to a better, stronger and resilient structure the Applicant might consider the following measures:

1. Provide additional rip-rap rock lining, total of 62.22 CY
2. Provide additional geo-synthetic soil stabilization, geotextile fabric for a total of 62.22 SY
3. Provide additional bio-engineering measures, live stakes and bunchgrass for a total of 62.22

DI 265417: UPR Mayaguez - INQU/INCI Parcel - Vehicular Bridge over Quebrada Oro Creek

Public Assistance

Culvert Damage:

{00-001} Vehicular Bridge: North Soil Embankments:

- A. Remove and Replace per MOR 46.6667 CY of soil, graded.
South Soil Embankments:

- B. Remove and Replace per MOR 23.3333 CY of soil, graded.

{00-002} Vehicular Bridge:

North Weir Structure:

- C. Remove and Replace 9 CY of weirs, cast in place concrete, grade beams.

South Weir Structure

- D. Remove and Replace 9 CY of weirs, cast in place concrete, grade beams.

{00-003} Vehicular Bridge:

Culvert Deck Slab:

- E. Remove and Replace 120 SF of deck, 2 IN asphalt wearing course on top of concrete deck slab.

Hazard Mitigation

To restore the road to a better, stronger and resilient structure the Applicant might consider the following measures:

North Soil Embankment:

1. Provide additional rip-rap rock lining, total of 46.66 CY
2. Provide additional geo-synthetic soil stabilization, geotextile fabric for a total of 46.66 SY
3. Provide additional bio-engineering measures, live stakes and bunchgrass for a total of 46.66 SY

*Additional hard armoring (such as rip-rap rock lining) is being added to both embankments as per EHP exemption which allows addition of no more than 20 LF of hardening technique at either side of inlet/outlet of culverts.

DI 293741: UPR Mayaguez PQN-444 Puente Quebrada Oro

Bridge Damage:

{01-001} Bridge:

- A. Remove and Replace 2 each of abutment, reinforced concrete.
{01-002}:
- B. Remove and Replace 1,200 SF of 2 IN asphalt wearing course on top of bridge deck.
{01-003}:
- C. Remove and Replace 8 each of guard rail, reinforced concrete block
{01-004}:
- D. Remove and Replace per MOR 4.9383 CY of roadway approach slabs.

{01-005}:
- E. Remove and Replace per MOR double yellow center lines and two single white edge paint strips, reflective paint, 192 FT long.

{02-001} Road:

- F. Clean 1 each of standard iron grated storm drain filled with sediment blocking the storm drain that leads to region adjacent to bridge with bamboo growth.

{03-001} Utilities:

- G. Remove and Replace 1 each of galvanized steel and aluminum, with heavy duty cable hangers for multiple conduits.

{03-002}:

- H. Remove and Replace 6 each of pvc conduit for high voltage primary electrical lines.

{03-003}:

- I. Remove and Replace 1 each of pvc conduit for low voltage secondary electrical lines.

{03-004}:

- J. Remove and Replace per MOR 5 each of pvc conduit for high voltage primary electrical lines.

{03-005}:

- K. Remove and Replace 2 each of rigid conduit for low voltage, secondary electrical lines.

{03-006}:

- L. Remove and Replace 1 each of rigid conduit, for potable water.

{03-007}:

- M. Remove and Replace 1 each of rigid conduit, for potable water.

{03-008}:

- N. Remove and Replace 2 each of pvc conduit, communication grade, optical communication for LAN.

{03-009}:

- O. Remove and Replace 1 each of pvc conduit, communications grade for telephone lines.

DI 347711: UPR Mayaguez Quebrada Oro

Public Assistance

{00-001} Creek Portion West to PR-108:

Embankment:

A. Remove and replace per MOR 317 CY of embankment, STA 1 N to STA 68N.

A. Remove and Replace per MOR 158 CY of embankment, STA 1 S to STA 68 S.

A. Remove and Replace per MOR 22.4 CY of embankment, STA 88 N.

A. Remove and Replace per MOR 22.4 CY of embankment, STA 157 N.

A. Remove and Replace per MOR 22.4 CY of embankment, STA 470 N.

A. Remove and Replace per MOR 134 CY of embankment, STA 690 N to STA 750 N.

A. Remove and Replace per MOR 160 CY of embankment, STA 182 S to STA 254 S.

A. Remove and Replace per MOR 391 CY of embankment, STA 265 S to STA 440 S.

A. Remove and Replace per MOR 73.4 CY of embankment, south side, STA 525 S to STA 580 S.

A. Remove and Replace per MOR 22.4 CY of soil, graded, compacted to 95% density, with local vegetation seed covering embankment, STA 580S.

A. Remove and Replace 8 each of tree removal.

{00-002} Creek Portion East to PR-108:

Embankment:

A. Remove and Replace per MOR 3,912 CY of embankment, STA 0 to STA 110.

A. Remove and Replace per MOR 175 CY of embankment, STA 0 W to STA 45W.

Hazard Mitigation

To restore the road to a better, stronger and resilient structure the Applicant might consider the following measures:

Creek Portion West to PR-108:

1. Total of 491.46 SY of bio-engineering measures such as live stakes and bunchgrass to prevent against erosion

Creek Portion East to PR-108:

1. Total of 1,878.65SY of bio-engineering measures such as live stakes and bunchgrass to prevent against erosion

23. APPENDIX G

FEMA Alternative Procedures

PLEASE [CLICK HERE](#)

24. APPENDIX H

**For Method of Repair, Record of Environmental
Consideration (REC), Photos and Sketch**

PLEASE [CLICK HERE](#)

END OF DOCUMENT