

**UNIVERSITY OF PUERTO RICO
CENTRAL ADMINISTRATION
NOTICE OF REQUEST FOR PROPOSAL RFP #DRO 24-031 / B00020
ALTERNATIVE PROCEDURES & DESIGN AND SUPERVISION SERVICES**

Timeline:

RFP publication date: March 13, 2024

Site Visit (Not Compulsory): March 20, 2024, Time: 10:00 am
Location: Students Center, 5th Floor,
Junta y Senado Meeting Room
Coordinate: (18°22'20"N 66°08'38"W)

**Deadline for Request
for Information by email:** April 1, 2024, Time: on or before 4:30pm.

**Response for Request
for Information by email:** April 10, 2024, Time: on or before 4:30pm.



The proposal must be submitted **by email on or before 11:59pm (AST) on April 30, 2024**. Address the indicated contacts in Section II (Mr. Julio Collazo Rivera, attention to Arq. Alejandro Argüelles and Eng. Luis F. Vilá Calderón). The University of Puerto Rico (UPR) will accept offers via email in digital PDF format at uprrecovery.rfp@upr.edu.

Oficina de
Desarrollo
Físico e
Infraestructura

The UPR is working towards its recovery, which requires the issuance of this Request for Proposal for Alternative Procedure & Design and Supervision Services for the UPR Recovery Project **B00020-DRO-02-2024 for the Reconstruction of Buildings at Bayamón Campus, University of Puerto Rico**. The purpose of this RFP is to request and receive proposals from qualified Architecture and Engineering firms for the development of all alternative procedure compliance for a complete scope of work for the design documents: As-Built, Programming, Basis of Design, Phases Design, Specialized Studies, Specifications, Cost estimates, Schedules, Execution Logistic Plan, Permits, assistance in bidding phase and any 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 impact ten Project Worksheets (4437, 4632, 1810, 6096, 1908, 5517, 4550, 2620, 1917, 6022) which contains 13 DI's that will propose the demolition and construction of buildings for a new higher education complex. In general terms, the scope of the project requires the development of a complete alternative procedure package for the FEMA approval, that considered the demolition and construction of a new infrastructure system for five new buildings, as established in the recovery plan approved by the UPR.

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


Julio A. Collazo-Rivera (Mar 12, 2024 13:51 EDT)

Julio A. Collazo Rivera
Director

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

REQUEST FOR PROPOSALS FOR:

ALTERNATIVE PROCEDURES & DESIGN AND SUPERVISION SERVICES FOR Project Number: B00020-DRO-03-2024-BAY

Project Title: Reconstruction of Buildings at Bayamón
Campus, University of Puerto Rico

RFP #DRO 24-031/ B00020

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

Project funded by:
FEMA AND CDBG-DR PROGRAM



Universidad
de Puerto Rico

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1. BACKGROUND AND PURPOSE

The University of Puerto Rico (the "UPR") is a public corporation of the Government of Puerto Rico, organized by Act No. 1 of January 20, 1966, as amended, known as "Ley de la Universidad de Puerto Rico" (the "UPR Act"), 18 LPRC § 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: **B00020-DRO-03-24 for the Reconstruction of Buildings at Bayamón Campus, University of Puerto Rico** ("The Project"). This Program is \$1,140,815,054.59 which 90% (\$1,026,733,549.92) 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 specialized conservation/restoration qualified **Architecture and Engineering firms for the development of all alternative procedure compliance for a complete scope of work for the design documents: As-Built, Programming, Basis of Design, Phases Design, Specialized Studies, Specifications, Cost estimates, Schedules, Execution Logistic Plan, Permits, assistance in bidding phase and any 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 prior objective of this request for proposal is providing a new higher education complex considering sustainable and resilience buildings for the UPR Bayamon campus.

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:

Arch. Alejandro Argüelles Rodríguez, Director

Eng. Luis Vilá Calderón, 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: upprecovery.rfp@upr.edu

NOTICE: Interested proponents must register receipt of this RFP and confirm their intent to participate at upprecovery.rfp@upr.edu. Failure to register via email will result in automatic disqualification. Registered proponents will receive the following when applicable:

- Notice of changes or cancelation of the RFP;
- Addendums (Responses to questions or clarifications, additional documents, etc.);
- Time extensions;
- Notice of award.

Receipt registration must include the following information:

1. Company's name.
2. Representative's name.
3. Representative's email.
4. Interested proponents who are employees or contractors of the UPR are obligated to disclose their relationship with the University when confirming their interest in participating. For more information, please see Section 15.2.2 of this RFP.

Performance Evaluation

Please be advised that the resulting contract from this Request for Proposal (RFP) process will be subject to a series of performance evaluations throughout its term. By assessing the performance of the contractor at different stages of the contract term, the University aims to uphold the principles of fairness, transparency, and efficiency in government procurement. The evaluations will seek to review contractors' performance in the following or more areas: quality standards, delivery timelines, regulatory requirements, level of quality and value for the resources invested, and professionalism. The feedback obtained through performance evaluations can be used to identify areas for improvement and optimize the procurement process in the future, enabling the contractor and the University to learn from past experiences and enhance its practices for better outcomes.

3. TIMELINE AND SUBMISSION DATE

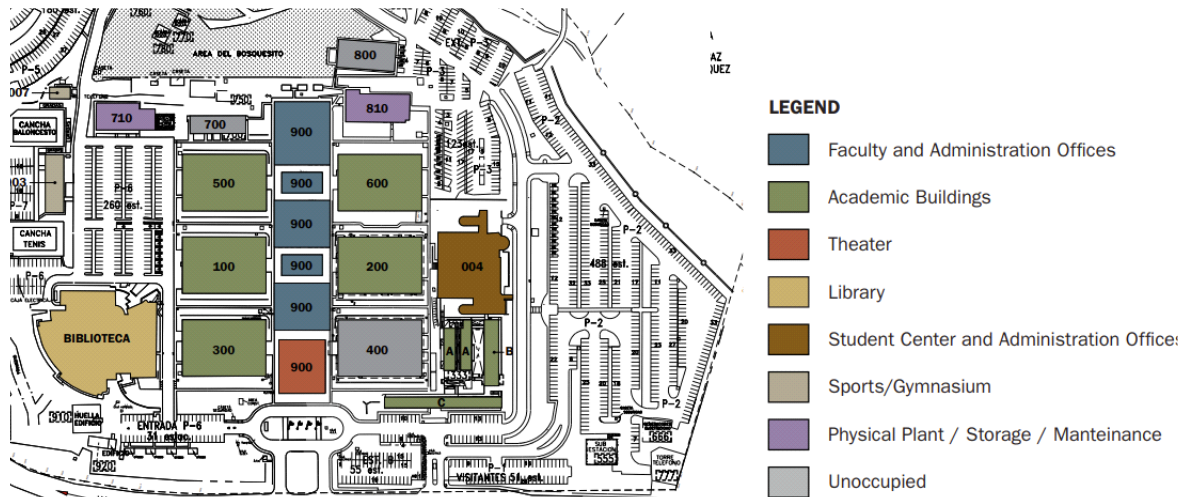
Description	Date
RFP publication	March 13, 2024.
Site Visit (Not Cumpulsory): Students Center, 5 th Floor, Junta y Senado Meeting Room. Coordinates: 18°22'20"N 66°08'38"W	March 20, 2024. Time: 10:00 a.m.
Deadline for Request for Information (RFI) by email	April 1, 2024, Time: on or before 4:30pm Atlantic Standard Time (AST)
Response for Request for Information by email	April 10, 2024, 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 Arch. Alejandro Argüelles and Eng. Luis F. Vilá Calderón)	April 30, 2024 Time: on or before 11:59pm Atlantic Standard Time (AST).
Award Notification	May 2024
Execution of Agreement	June 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. CAMPUS CONTEXT, PROJECT OVERSIGHT AND DESIGN STRATEGY

The scope considers in developing a new comprehensive proposal (Alternative Procedure) to the approval of FEMA/COR3 for the demolition of a resulting eight (8) buildings and the construction of five (5) new buildings, a Theater, and a new infrastructure system, that consolidates all the academic and administrative program of the Bayamón campus. The alternative project will impact the following damage inventories (DI's):

Project #	P/W #	Damage #	DI Name	Project Title
80667	4437	250436	UPR Bayamón Edificio 100 Académico	MUPR008 Bayamón PH Group 01
		250720	UPR Bayamón Edificio 200 Académico	
		250724	UPR Bayamón Edificio 500 Académico	
87373	4632	250722	UPR Bayamón Edificio 300 Académico	MUPR012 Bayamón NH Group 02
85270	1810	249322	UPR Bayamón Edificio 400 Académico *	MUPR011 UPR Bayamón NH
87388	6096	250725	UPR Bayamón Edificio 600 Académico	MUPR013 Bayamón PH Group 02
		250740	UPR Bayamón Edificio 900 Complejo/Administrativo	
91394	1908	250726	UPR Bayamón Edificio 700 Académico *	MUPR192 Bayamón NH
127629	5517	250729	UPR Bayamón Edificio 710 Planificación/Planta Física	MUPR229 UPR Bayamon PH
120170	4550	250736	UPR Bayamón Edificio 800 Académico	MUPR026 Bayamón NH
91684	2620	250738	UPR Bayamón Edificio 810 Almacén *	MUPR193 Bayamón NH
99077	1917	250421	UPR Bayamón Edificio 003 Gimnasio *	MUPR205 Bayamón NH
98196	6022	293624	UPR Bayamón CH1-444 Planta de Agua Helada #1	MUPR203 UPR Bayamón NH



Project Oversight:

The proponent must detail all the information that demonstrates proven and previous experience with modern architectural buildings, strategy in providing the services and capabilities of the specialized design teamwork. It will allow the UPR to validate that their performance makes them capable of execution projects of architectural significance for the institution.

In addition, the proponent has the responsibility to incorporate into their teamwork consultants with proven experience in life safety compliance, energy efficiency and resilience in chilled water systems, environmental considerations (hazardous materials and provide the negative certification), permitting strategy, geotechnical studies, surveying, telecommunications, among others that apply to the specific scope of this project. This task is part of the services to be provided in this RFP.

This proposal fulfills the strengthening and recovery of our buildings, maximizes investment, and supports academic management, the main mission of the University. It has the endorsement of the university administration so it will be submitted by the ODFI separately before the consideration of FEMA as an Alternative Procedure, under the fulfillment of Section 428 of the PAPPG (2018 version).

However, such development requires a professional team of specialists with extensive and proven experience in design best practices and methods to be able to submit the scope required as part of Section 428. As previously expressed, the importance of this project requires initiating the programming process, survey of existing physical conditions, schematic design, and cost estimate, as a priority, to comply with FEMA requirements. Those efforts constitute the initial phase.

The awarded firm will also provide oversight services and coordination for the execution of a multidisciplinary 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 and proven experience with similar

historic projects and subject to compliance requirements under FEMA and PRDOH/CDBG-DR Non-Federal Match Program area is the most important. 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.

Scope of Work Strategy:

The design will be executed in concurrence for all the buildings, after obtaining the FEMA Alternative procedure approval. The scope for design of these projects could represent an **Alternative Procedure** (Alternate, Improved, Consolidated, Share Funds), in accordance with FEMA approval protocols. For FEMA Alternative Procedures requirements refer to **Appendix H**. As part of the development, the A/E firm evaluates and development the design package that considered:

- 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 strategy:
 - o The use of funds toward a project that does not restore the pre-disaster function of the damaged facility. If the Subrecipient (UPR) determines the public welfare would not be best served by restoring a damaged facility or its function, it may use the funds toward a different facility (or facilities) that benefit the same community.
 - o Should be considered in the initial design phase (Schematic) to evaluate the scope with the owner in accordance with the UPR Bay Recovery Plan, which could require an *Alternative Procedure*. Refer to **Appendix H** for the FEMA requirements and checklist for submission of this option.
 - o To comply with these requirements, it is necessary, among other things, to develop the schematic design, cost estimates, infrastructure strategies, a narrative outlining the benefits for UPR, execution timelines, among others.
 - o For the development of this initial phase, among other tasks:
 - Visit and analyzed the FEMA damages (as per SOW Appendix),
 - Studied the *Reconstruction Recovery Plan for UPR Bayamon Campus*
 - Determined the final Program of Uses by Department/Building.
 - Validation of the strategy with the owner (UPR ORD & Bayamon)

- b. **Design Services** which include, but may not be limited to:
- Surveying of the existing site conditions, including infrastructure, among others Technical Studies as Additional Services (detailed or described the possibles)
 - Completion of Design (design development, construction documents) and technical specifications.
 - Cost estimates certified by a professional estimator.
 - Time schedule
 - Bid phase assistance.
 - Infrastructure, safety, energy efficiency and technology measures in accordance with the best architectural and engineering practices.
 - Abatement for lead and asbestos materials (if applicable)
 - Endorsements and Permits
 - Field Supervision
 - Other services required related to design and supervision services.
 - others
- c. Development of the **Logistic Plan** for the Design, Permits, Bid packages, Temporary Relocation and Construction Execution phases in relation to the approved budgets and schedule. The purpose of this plan is to coordinate activities with the Campus to not cause adverse effects with the academic and administrative functions.
- Assist UPR in the relocation of the actual academic and administrative functions in use on the campus.
 - Analyzed and proposed strategies for maximizing available spaces with the logistic and terms per phase.
 - Provide design scope for temporary infrastructure connections necessary to keep the campus operational during construction.

UPR Bayamon Campus Recovery Plan Overview:



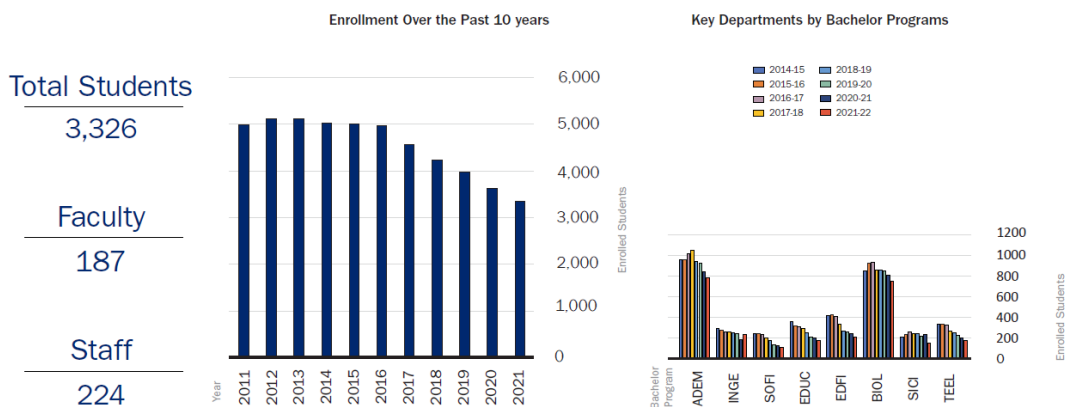
Development Plan for the Recovery of UPR Bayamón

The Disaster Recovery Office (ORD) in accordance with the Bayamon Campus, developed a **Plan for the Recovery or UPR Bayamón**. Through this plan, the University of Puerto Rico is acting on the opportunity to rebuild the UPR Bayamón (UPR Bay) campus through the availability of funds allocated by FEMA. These funds have been secured to allow the demolition and reconstruction of buildings and structures that were severely damaged by Hurricane Maria, as well as for the repair and/or restoration of those that suffered punctual damage to their structures. Nevertheless, these funds only allow the replacement and reconstruction of buildings back to pre-disaster design, function, and capacity within the existing building footprint. Thus, the Development Plan for the Recovery of the UPR Bay campus has become a vehicle to implement an overall transformation of the existing facilities, including infrastructure, open spaces, and connections.

UPR Bayamon has an original footprint, primarily a core comprised of six (6) typical one level (22,00sqft aprox. Academic Buildings 100 to 600)) structures sited on opposite sides of the 91,000 sqft spine of administrative spaces (Building 900). The most recent buildings (Complejo de Ciencias y Tecnologías, Biblioteca, Cancha y Centro de Estudiantes) have FEMA funds for repair and/or restoration back to pre-disaster. These specific interventions are in design progress, not part of this RFP.

UPR Bayamón has experienced an increase in its enrollment since its foundation in 1971. However, events such as the decrease in population, hurricanes, pandemic, and the wide range of short-term career options in the area have led to a decrease in the number of students on campus in the last years.

3.5 Existing Campus
 Campus in Number



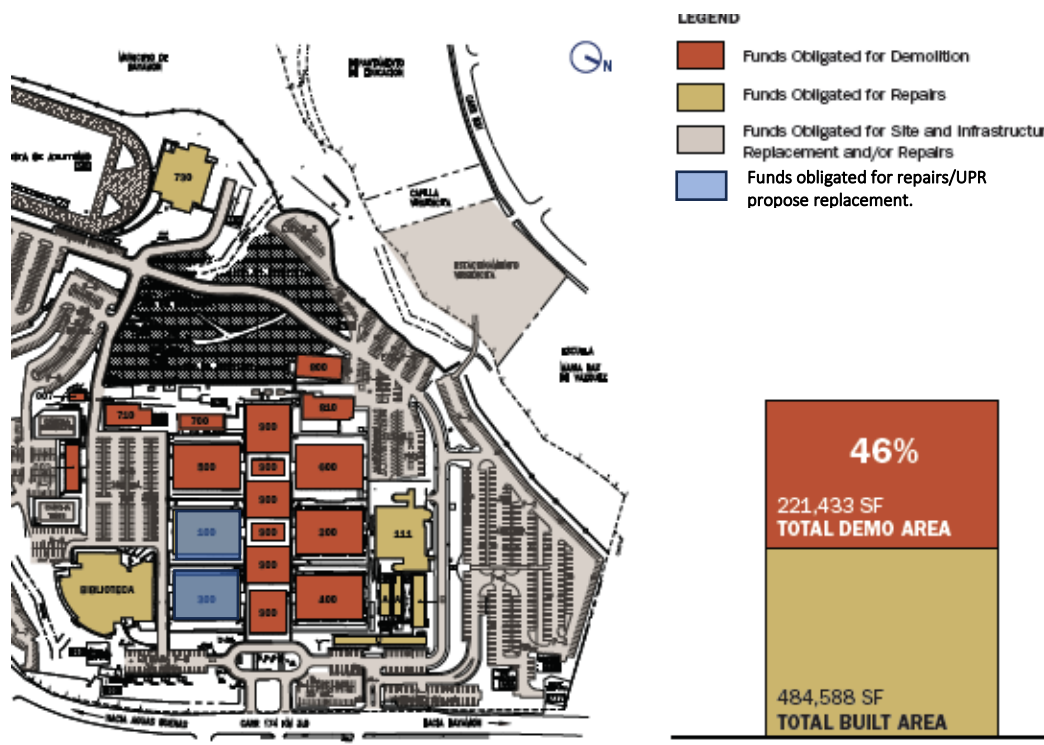
Through both the qualitative and quantitative analysis of the existing facilities, it became clear that replacing the existing buildings back to pre-disaster design and function would not serve efficiently the current academic needs. Similarly, the one-level existing structures would limit the physical transformations required for building and energy code compliance, along with the implementation of technical upgrades for the desired efficient and resilient operations. Through subsequent

discussions with the Physical Development and Infrastructure Office (ODFI), it was established the initial cost of consolidated large-scale facilities can save on total construction costs, including an efficient distribution of mechanical, electrical, and plumbing systems, and benefiting from shared classrooms, conference rooms and creating common spaces. By these reasons, the development of the Alternate Project represents an opportunity within a cutting-edge and world-class higher education institution.

As part of the methodology, was conducted interviews with the Chancellor, Deans, Academics and Administrative Department Directors, and Students Organizations. This process identified needs, triggers, and opportunities to consider with the development of the project. As a result of the Recovery Plan, the project shall be pursuit the following five (5) main objectives:

- Maximizing available funds effectively
- Reduced the footprint of construction to Consolidate academics and administrative spaces.
- Resilience, energy efficiency in infrastructure systems
- Open spaces and college experiences
- Innovation spaces with integrated technology

After evaluating the damage caused by the hurricane, the FEMA agency determined certain buildings for repair and others for reconstruction. UPR Bay received 14 obligations (Project Worksheets), of which 5 establish repairs to the pre-disaster condition. The remaining 9 were designated for reconstruction on the same footprint, with the same use and capacity, under FEMA's 50% rule.



	Project #	P/W #	DI #	Building Name	FEMA Funds Obligated	UPR Proposed	UPR Proposed Procedure	Project Status (Feb 2024)
1	85270	1810	249322	Edificio 400 Académico	Demolition & New Construction	Demolition & New Construction	Alternative Procedure	Demolished 50%
2	91394	1908	250726	Edificio 700 Académico				Demolished 100%
3	99077	1917	250421	Edificio 003 Gimnasio				Demolished 100%
4	91684	2620	250738	Edificio 810 Almacén				Demolished 100%
5	80667	4437	250436	Edificio 100 Académico	Repairs			
			250720	Edificio 200 Académico	Demolition & New Construction			
			250724	Edificio 500 Académico				
6	127629	5517	250729	Edificio 710 Planificación y Planta Física				
7	120170	4550	250736	Edificio 800 Académico				
8	87388	6096	250725	Edificio 600 Académico	Demolition & New Construction			
			250740	Edificio 900 (Complejo)				
9	87373	4632	250722	Edificio 300 Académico	Repairs			
10	98196	6022	293624	CH1-444 Planta de Agua Helada #1	Infrastructure Replacement & Repairs	Replacement of Full Infrastructure		

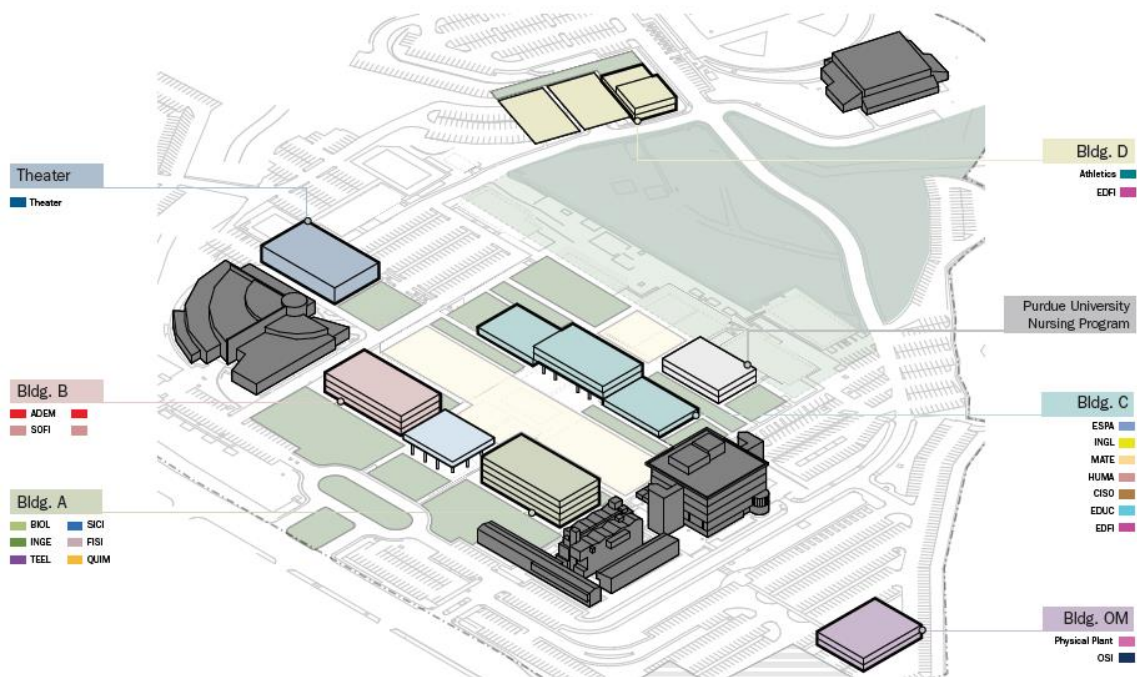
The analysis carried out through the planning exercise will determine whether the public welfare would not be best served by restoring a damaged facility to its original design and function, rather, it may use the funds toward new transformed facility that benefits the university community and satisfies their needs of today. The proposed measures submitted as an Alternative Project must reduce the risk of future damage from the same type of incident, or the same type of damage caused by the incident.

Selected Design Scheme

The design principles study led us to consider various alternatives for the projected new facilities that hinge around a network of open spaces. The various academic programs have been consolidated into 3-4 new building footprints ranging from 20,000 to just over 50,000 square feet. The open spaces are anchored by buildings that are programmed with common uses, such as the existing student center building and a new theater in order to promote the pedestrian circulation between the uses and maintain an active open space. Refer to **Appendix G** for the complete Development Recovery Plan for UPR Bayamon Campus.

It is of great importance to submit this Design proposal for FEMA approval, which will require versioning the obligations (PW) into one or several PWs that align with the established Recovery Plan. This plan has been approved by the university community, the Campus Chancellor, the President of UPR, and the Board of Governors. For these purposes, this plan will establish a new strategic vision for the UPR Bayamón campus in line with current needs. It will provide an opportunity for change towards innovation, resilience, and new higher education standards.

Proposed Design Scheme



Proposed Implementation Phases:

The Plan is based on developing by phases in a period of execution of 8-10 years. This period considers all the development process of the project: final program of uses, initial design to FEMA submission and approval, completion of design, permits, temporary relocations of the existing personnel and utilities, procurement for construction, execution of the construction, furnishing and occupancy for the final completion. The phases are described as follows:

Initial Phase: Alternative Procedure package for submission to FEMA/COR3

Development of the recovery plan:

Phase 1: Demolition five (5) structures (Building 400, 810, 700, 003 & 007) - in progress

Construction of new Infrastructure Core + Chilled Water Plan

Construction of new Operations Facility Building

Construction of new Gym (in concurrence, this building has a floating time of execution because the site is available)

Phase 2: Demolition of buildings

Construction of new Building A – Sciences + Eng. (approximately 58,400 sq.ft.)

Phase 3: Demolition of buildings

Construction of new Building B – Business Administration (approximately 42,000 sq.ft.)

Phase 4: Demolition of buildings

Construction of new Building C – General Studies (approximately 58,000 sq.ft)

Phase 5: Construction of new Theater – approximately 15,000 sq.ft. (this building has a floating time of execution because the site is available)
Site Improvements

As part of each of the development phases, it will be required a temporary relocation of programs and functions that cannot be cease functions. Possible available spaces have been identified in existing buildings, which will require logistics as part of this scope.

Phase 1 began with the demolition of 5 structures (Buildings 400, 810, 700, 003 & 007). The project is at 85% completion, and the completion date is set for early April 2024.



UPR Construction Budget:

The estimate of **\$90 million** is the maximum amount to be considered for all items associated with the development of the construction and occupancy of the buildings. This will include, but not be limited to: General Conditions, Insurance, Construction Permits and Taxes, Overhead and Profit (O+P), Labor, Materials, Off-Site Infrastructure, Fixed Laboratory Equipment, Extractors, Rough-In, Data Wiring,

Mechanical Equipment, among others. This budget shall be the only available for the completion of the recovery plan.

**Available Construction Cost Estimate
 (FEMA/90% + CDBG-DR/10%)**

#	Project #	P/W #	DI #	Building Name	Construction Estimate (DI)	Construction Estimate (PW)
1	85270	1810	249322	Edificio 400 Académico	\$ 8,700,000.00	\$ 8,700,000.00
2	91394	1908	250726	Edificio 700 Académico	\$ 1,900,000.00	\$ 1,900,000.00
3	99077	1917	250421	Edificio 003 Gimnasio	\$ 1,800,000.00	\$ 1,800,000.00
4	91684	2620	250738	Edificio 810 Almacén	\$ 4,250,000.00	\$ 4,250,000.00
5	80667	4437	250436	Edificio 100 Académico	\$ 1,400,000.00	\$15,400,000.00
			250720	Edificio 200 Académico	\$ 7,000,000.00	
			250724	Edificio 500 Académico	\$ 7,000,000.00	
6	127629	5517	250729	Edificio 710 Planificación/Planta Física	\$ 3,500,000.00	\$ 3,500,000.00
7	120170	4550	250736	Edificio 800 Académico	\$ 6,500,000.00	\$ 6,500,000.00
8	87388	6096	250725	Edificio 600 Académico	\$ 10,000,000.00	\$55,000,000.00
			250740	Edificio 900 (Complejo)	\$ 45,000,000.00	
9	87373	4632	250722	Edificio 300 Académico	\$ 2,000,000.00	\$ 2,000,000.00
10	98196	6022	293624	CH1-444 Planta Agua Helada #1	\$ 950,000.00	\$ 950,000.00
					\$ 90,000,000.00	\$90,000,000.00

This estimate is based on FEMA's obligation for the Hurricane Maria damage assessment. This estimate does not necessarily represent the investment for the proposed buildings, which will depend on the strategy and development of the Alternate Project. For these purposes, it is required to complete **Appendix D - Cost Proposal**, providing a construction estimate for each building separately. For the purposes of this Request for Proposals (RFP), a construction estimate and design fees per building are required to have a reasonable parameter of evaluation.

However, after submitting and approving the new proposal by FEMA, the PWs (Project Worksheets) will be versioned, and it may be established a single Project Worksheet for the entire project. This PW will consider all factors and items associated with fixed cost construction (as per Section 428 compliance). The UPR, during the design process, will be required to provide a certified itemized estimate to ensure the execution of the entire plan, as approved by FEMA in the versioned PW.

It will be the designer's responsibility to alert and inform in the event of any cost increase during the design development. Additionally, they will be required to make necessary adjustments to reduce costs and keep the project within the allocated budget, in agreement with the UPR.

It's important to consider that the premises of the Development Plan indicated to comply with the actual academic requirements of UPR Bay, an increase in the

square footage impact of this project is assumed. See table below. However, the final scope of construction will be determined with the alternate project, which must be kept within the available estimate.

Estimate Proposed Capacity (ASF)

	Existing Footprint	Proposed
Aver. Square Foot (ASF)	209,326	216,982
Additional Required ASF	7,656	

As established by the Plan, the project will be implemented in 5 phases. These phases considered priority buildings and maintaining Campus operations. The phases may overlap with each other, as well as interventions in infrastructure, site, Theater, and Gymnasium, within a floating timeframe, not tied to building demolitions.

General Assumptions based in the proposed Recovery Plan

Phases	Proposed Bldg.	Proposed Program of Uses	Proposed SqFt	Levels	Proposed Location	Consolidate Programs	Allocation Budget	Subtotal per Phase	Timeline
Phase 1	Demo 5 Buildings						\$1,235,000	To be Determined by Designer in record	To be Determined by Designer in record
	Infrastructure	Electrical Substation, Backup Generators, Chilled Water Plant	site	site	site	N/A			
	Operations & Maintenance Building	Planificación, Planta Física, Recibo, Entrega, Correo, Almacén	20,000	1	Near to Electrical Generator (Northwest side)	810, 710, 900			
Phase 1 (Floating)	Gym Building + Exterior Tennis & Bask. Court	Gym/Athletics	5,300 (Bldg)	1	Near to Cancha	003			
Phase 2	Demo Buldg. 300							To be Determined by Designer in record	To be Determined by Designer in record
	Building A	Sciences (Quim, Inge, Fisi, Biol, BiCi, TEEL) Multiuse, Classroom	56,000	3-4	Previous footprint Buildg. 400	100, 200, 500, 600			
Phase 3	Demo Buldg. 500, 600 & 900							To be Determined by Designer in record	To be Determined by Designer in record
	Building B	ADEM, Decep/Unex, SOFI Multiuse, Classroom/ Administration	42,000	3-4	Previous Buildg. 300	100, 200, 300, 500, 600			
Phase 4	Demo Buldg. 100 & 200							To be Determined by Designer in record	To be Determined by Designer in record
	Building C	General Studies: ESPA, INGL, MATE, HUMA, CISO, EDFI, EDUC, Multiuse, Classroom	58,000		Previous Buildg. 710, 900 & 800	300, 500, 600			
	Site Improvements	Site/ All Campus benefit							
Phase 5 (Floating)	Theater	Multiuse	15,000	1	Parking lot	All Campus benefit		TBD	TBD

\$90M

Initials _____

UPR requested as part of **Appendix I – Alternate Project Cost Proposal Breakdown & Timeline** a general estimate per Building considering the Design Scheme proposed for the Alternate Project to FEMA. This breakdown shall be considered the square foot assumptions. In addition, the breakdown shall be provided a general timeline for the implementation of the construction, considering concurrency between phases and the Design period per phase intervention. This information shall be required as part of the submission of **Appendix I**.

Special considerations:

1. Ability of the firm and its consultants to work the different scopes and design packages in concurrency. It applies to the main firm and the consultant's teamwork.
2. The proponent is responsible and shall determine the applicable permits and endorsements to be required for this project. Special consultants with federal agencies shall be requested to PR.
3. The proponent is responsible for studying and comply with the Record of Environmental Considerations (REC) as part of the Appendices of the RFP.
4. The priority is initiate the necessary specialized studies (surveying, geotechnical samples, validations of inventories of hazardous materials, final programming per building) to development a complete package that comply with all the Alternate Project Checklist to submitted and obtain the approval by FEMA.
5. UPR reserves the request for the replacement of any consultant not aligned with the timeline and premises of this project.
6. The intention of UPR is to select a sole/ unique Design firm to develop the Alternate Project and the total design of the buildings and improvements at UPR Bay. However, if during the development process the execution and compliance with deliveries are not favorable, UPR will consider integrating another A&E firm to complete the projects, and the scope of the contract will be amended accordingly.
7. In addition, until FEMA/COR3 approve the initial phase to submit the alternative proposal and complete the new versioned PW, the UPR will not authorize the continuation of the project design. If the alternative project is not approved by FEMA, there is no guarantee that the full scope of the design will be completed. Therefore, UPR reserves the right to cancel the contract services if the proposal is not approved by FEMA.

5. SERVICES

The **Awarded Proponent** will carry out some services associated with: **Alternative Procedure** package, **Design and Supervision** services, and development of the **Logistic Plan** for all the activities and responsibilities identified below.

The project considers a new proposal for demolition and new construction of the building facilities to improve the function, capacity, and benefit the community it serves. The awarded proponent must evaluate the priority needs established in the Development for the Recovery Plan and compliance with codes, and/or providing

resilience to other disasters. After notice to proceed, the proponent shall determine with the UPR representatives, the strategy and final scope of intervention to submit for approval by FEMA.

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 **ALTERNATIVE PROCEDURES SERVICES RELATED TO FEMA'S SOW**

5.1.1 The Alternative Procedures shall be developed per the Public Assistance Program and Policy Guide (PAPPG) V3.1 2018, Chapter 2, section VII.G (Capped Projects). Alternative Procedures consist of the following projects:

- a. Improved
- b. Consolidated
- c. Alternate
- d. Share funds
- e. Excess funds

5.1.2 The scope of work includes, but is not limited, to the following:

1. Review, evaluation, and familiarization with the projects that are part of the Alternative Procedures.
2. Develop and prepare a turnover package (TOP) for submission to COR3 and FEMA. The TOP shall include, but is not limited, to the following:
 - a. Transmittal letter.
 - b. Project narrative -Description of cost effectiveness and benefits of the Alternate Project project and Mitigation proposal resiliency.
 - c. FEMA requested forms per the PAPPG guidelines.
 - d. Schematic design.
 - e. New scope of work with a complete cost estimate.
 - f. Possible mitigation measures proposal to be transferred from original project to the alternate.
 - g. Detailed Cost estimates.
 - h. Schedule.
 - i. Applicable permits for each turnover package.
 - j. Development and submission of any required document as stated by the PAPPG and the Alternate Project guidelines.

5.1.3 The selected proponent shall be available to meet with FEMA and COR3 as part of the development and submission of the TOP for Alternate Project.

5.1.4 The selected proponent shall respond to any requests for information (RFI) from FEMA and COR3 derived of the process of evaluation and selection for this RFQ. Qualified firms or individuals should have experience in historic restoration/rehabilitation design and engineering services (mechanical,

civil, structural, electrical, roof waterproofing specialist, cost estimator, vertical communication (elevator) engineer, historic buildings consultant) that are necessary for the reconstruction of these facilities. The UPR's goal is to receive the highest level of quality that aligns with its needs at the lowest reasonable price from an experienced and qualified firm.

Please, for more information, refer to **Appendix H** for overview and processing the requirements for Alternatives Procedures – Example for Public Assistance-Alternative Procedures (Section 428) Guide for Permanent Work FEMA4339-DR-PR.

5.2 SERVICES RELATED TO FEMA'S SOW

- 5.2.1 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 UPR will provide guidelines for roof design. The awarded proponent will be responsible for the design following such guidelines 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 roof conditions, technical specifications, including but not limited to infrared photography; uplift test; cores; materials; roof elements, including equipment, and existing roof perforations to be included as part of the as built. These plans and other documents will comply with the above requirements and must be submitted to the UPR for consideration and approval.
- 5.2.2 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.
- 5.2.3 The Project shall comply with FEMA's requirements for Category E – Permanent Work as stated in the Public Assistance Program and Policy Guide FP104-009-2/April 2018 and Puerto Rico's construction laws, regulations, and codes.
- 5.2.4 The Awarded Proponent is responsible for notifying the UPR's representative in case of any change that may affect the primary SOW.
- 5.2.5 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.

- 5.2.6 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.
- 5.2.7 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.
- 5.2.8 As part of the Basic Services the Awarded Proponent will have the responsibility related to the preparation, processing, and obtaining all the endorsements and permits required for the Project. This includes the responsibility of evaluating and determining the applicable permits to the Project and undertaking all necessary actions to ensure compliance with both state and federal agencies. These efforts will not constitute additional services but will be integral to the basic services provided. The costs associated with submitting the endorsements, engaging technical consultants, and/or acquiring permits from the relevant agencies will be included as part of the reimbursable expenses.

These responsibilities also extend to obtaining permits and certificates for lead and asbestos remediation in buildings constructed before 1990. In addition, any permit from environmental and historical agencies 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. The UPR could also request additional services to the Awarded Proponent per this section of the RFP.

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

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

- Please refer to **Appendix F** for a reference of the complete FEMA's SOW approved for repairs and reconstruction of buildings. Although the SOW will not be carried out as approved by FEMA, it is important to study the damages and mitigation measures that were considered for each building. As part of the Alternate Project Proposal, it's important to address the primary needs of these buildings and implement mitigation measures to prevent or reduce future disasters.

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.

- The Cost Proposal will be based on the SOW of each PW in **Appendix F**. Although, UPR cannot approve the Alternate Project scope in advance without FEMA's approval. For this purpose, the economic proposals will be made for each PW as indicated in the SOW described in **Appendix F**. Eventually, after the development of the Alternate Project, the accounts to which expenses will be allocated will be amended according to the new version of FEMA's PW. The construction estimate remains unaltered as a fixed cost estimate.
- For this purpose, **Appendix I** must be completed as part of this RFP, providing an Alternate Project Breakdown that includes Design and Construction costs based on the development phase strategy and overall estimate outlined in the RFP. Additionally, it will consider the duration of time that each bidder estimates for each stage of design and project execution. This document will be useful to understand how bidders have understood the strategy proposed by UPR to FEMA for this major alternative project.

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. Proponents should respond clearly and completely to all requirements.

Failure to respond to each of the requirements in the RFP will be grounds for disqualification. **Disqualified proponents will not be considered by the Evaluation Committee. The proponent must carefully examine the RFP documents and submit Appendix E as required. 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 (%)
- **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. Response checklist must represent the reality of submitted documents. If a proponent fails to submit documentation as indicated in the Response Checklist, the proponent will be automatically disqualified from consideration. No exceptions will be made to this requirement.
- **Appendix I – Alternate Project Cost Breakdown & Timeline.**

Request for Information (RFI)

An RFI or clarification shall be addressed by email to: upprecovery.rfp@upr.edu on or before the date established in this document and must reference this specific RFP (**RFP #DRO 24-031/B00020**) 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 upprecovery.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 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 with **special approach of colleges/universities/education projects**. The **Awarded Proponent** shall be a professional or technical team fully experienced in state of the art /innovation architectural 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 and at least two (2) projects.**

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 and organizational chart.

Experience and strategy in providing the services (up to 25 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 5 points)
- Indicate relevant experience in projects with FEMA grants. (up to 4 points)
- Please indicate whether you have experience working with public or federal entities, and years of experience performing like services. Specify the entities and supervisor of the work. The UPR may call said entities. (up to 4 points)
- Provide specific examples of the services or tasks previously provided by the entity as considered in this RFP with **special approach of colleges/universities/education projects**. (up to 6 points)

- Detail your firm's understanding of the challenges and barriers that may arise in a project like this and the proposed approach to effectively overcome these barriers. (up to 4 points)
- Identify potential risk factors and methods for dealing with these factors. (up to 2 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 with **special approach of colleges/universities/education projects**. 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 with **special approach of colleges/universities/education projects**. (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 (up to 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 (30 points) – Refer to Appendix D – Cost Proposal

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

Alternate Project Cost Proposal Breakdown and Timeline (up to 5 points) – Refer to Appendix I – Cost Proposal Breakdown and Timeline

- The Proponent should complete the **Alternate Project Cost Breakdown and Timeline** per building proposed in the Plan. The proponent with the lower cost and time shall obtain the best ranking. (up to 5 points)

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

- Proponent with lower % of fee for additional SOW (up to 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 OSDPU

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	25
Team qualifications	25
Proponent references	5
Cost Proposal	30
Cost Proposal Breakdown & Timeline	5
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 uprrecovery.rfp@upr.edu.

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

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

Judicial Review. The proponent adversely affected by the UPR's final decision on reconsideration may file a petition for judicial review in accordance with the Uniform Administrative Procedure Act, Law No. 38 of June 30, 2017, as amended, before the Court of Appeals, within a term of twenty (20) days from the date a copy of the notice of the final resolution or order was filed in the record of the UPR or from the term of twenty (20) days from the expiration of the thirty (30) day period within which the UPR

must act upon the request for reconsideration or from the time extended by the agency, if applicable. The party shall notify the UPR and all other parties of the filing of the petition for review within the term established to request such review. The notice may be served by mail. Provided, that if the date on which the copy of the notice of adjudication is filed in the records of the agency differs from the mailing date of said notice, the term shall be calculated from the mailing date.

14. BLACKOUT PERIOD

14.1. Definition of Blackout Period

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

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

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

14.2. Other Prohibited Communications

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

15. UPR DISCLAIMERS

By 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. Conflict of Interest: As defined by the "Organic Law of the Office of Government Ethics of Puerto Rico," Law No. 1 of January 3, 2012, as amended, a Conflict of Interest is a situation in which personal or economic interest is or may reasonably be in conflict with the public interest.

15.2.2. Interested proponents who are employees or contractors of the UPR are obligated to disclose their relationship with the University when confirming their interest in participating. For UPR employees, it is mandatory to notify and disclose the nature of the relationship and the campus where such a relationship exists. For contractors, it is mandatory to notify and disclose any active contracts with the University, including the campus or subsidiary corporations in which services are rendered, contract term, quantity, and registration number. This information will be analyzed on a case-by-case basis, in accordance with the "Organic Law of the Office of Government Ethics of Puerto Rico," Law No. 1 of January 3, 2012, as amended, and all applicable local, state, and federal laws and regulations. The UPR will determine if the interested proponent will be disqualified for conflict of interest, or if a waiver from the Government Ethics Office will be sufficient to remediate said appearance of conflict of interest. If an interested proponent fails to provide accurate information, the UPR reserves the right to disqualify the proponent outright or cancel the award, if already granted.

15.2.3. 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)).

15.2.4. 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.

15.2.5. 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.

15.2.5.1. 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.

15.2.5.2. 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.

15.2.5.3. 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:

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

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

15.3. Proponent's Error and Omissions

15.3.1. The UPR reserves the right to reject a submission that contains an error or omission. The UPR also reserves the right to request correction of any errors or omissions and/or to request any clarification or additional information from any Proponent, without opening clarifications for all Proponents. Proponents will be provided 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.

15.4. Cost analysis for proposal; Proponent's Responsibility

15.4.1. 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.

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

15.5.1. 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.

15.6. 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.
- 15.17.5. Failure to register via email will result in automatic disqualification.
- 15.17.6. As indicated in **Section 7** of this RFP, before signing and submitting the proposal for this Project, interested proponents must submit Appendix E – Response Checklist. Response checklist must represent the reality of submitted documents. If a proponent fails to submit documentation as indicated in the Response Checklist, the proponent will be automatically disqualified from consideration. No exceptions will be made to this requirement.

15.18. Performance Evaluation

- 15.18.1. Please be advised that the resulting contract from this Request for Proposal (RFP) process will be subject to a series of performance evaluations throughout its term. By assessing the performance of the contractor at different stages of the contract term, the University aims to uphold the principles of fairness, transparency, and efficiency in government procurement. The evaluations will seek to review contractors' performance in the following or more areas: quality standards, delivery timelines, regulatory requirements, level of quality and value for the resources invested, and professionalism. The feedback obtained through performance evaluations can be used to identify areas for improvement and optimize the procurement process in the future, enabling the contractor and the University to learn from past experiences and enhance its practices for better outcomes.

15.19. No Bid

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

15.20. Sub-Contracts or Consultants of the Awarded Proponent

- 15.20.1. All federal and state law and regulations requirements apply to subcontractors. 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

Initials _____

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.

The 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. **Special considerations with colleges/ universities/educational buildings.**

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						

Initials _____

III. LIST BELOW ACTIVE AND PREVIOUS CONTRACTS WITH THE UNIVERSITY

Proponents with active and previous contracts with the University must notify and disclose such contract(s), including the campus or subsidiary corporations in which services are rendered, contract term, quantity, and registration number. The performance directly related to those services will be considered as an additional reference to those minimally required.

No.	Contract Registration Number	Campus or subsidiary corporations in which services are rendered	Contract Term	Quantity
1				
2				
3				
4				
5				
6				
7				

IV. LIST BELOW CONTRACTS IN HAND

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

V. EXECUTIVE SUMMARY

Provide a profile of your organization mission, vision statements and organizational chart. Special considerations with colleges/ universities/educational buildings.

VI. EXPERIENCE DESCRIPTION AND STRATEGY IN PROVIDING THE SERVICES

Special considerations with colleges/ universities/educational buildings. 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. 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. Specify the entities and supervisor of the work. The UPR may call said entities. Provide specific examples of the services or tasks previously provided by the entity as considered in this RFP with **special approach of colleges/universities/education projects**. Detail your firm's understanding of the challenges and barriers that may arise in a project like this and the proposed approach to effectively overcome these barriers. Identify potential risk factors and methods for dealing with these factors.

VII. TEAM QUALIFICATIONS - The Proponent should provide detailed information about the experience and qualifications of the Proponent's principals, project managers, key personnel, consultants 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 with special considerations with colleges/ universities/educational buildings. 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 **with special considerations with colleges/ universities/educational projects**. 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

Initials _____

18. APPENDIX B

REQUIRED FEDERAL DOCUMENTS

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

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

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



1. LOBBYING CERTIFICATION
RFP #DRO 24-031/B00020

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Please check appropriate box:

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

or

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

Executed this ____ day of _____, 20_____

by _____
(Type or Print Name)

(Title of Executing Official)

(Signature of Executing Official)

(Name of organization/applicant)

Initials _____



**2. NON-CONFLICT OF INTEREST
CERTIFICATION ON EXISTING OR PENDING CONTRACTS
Request for Proposal (RFP)
Design and Supervision Services
Community Development Block Grant – Disaster Recovery
Universidad de Puerto Rico
RFP #DRO 24-031/B00020**

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 24-031/B00020** procurement process (“Procurement Process”). In such regard, I hereby certify that:

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

Initials _____

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

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

Signature of Proposer's Authorized Representative

Date

Printed Name of Proposer's Authorized Representative

Initials _____



**3. LIMITED DENIAL OF PARTICIPATION (LDP)/SUSPENSION OR DEBARMENT STATUS
AFFIDAVIT
Request for Proposal (RFP)
Design and Supervision Services
Community Development Block Grant – Disaster Recovery
Universidad de Puerto Rico
RFP #DRO 24-031/B00020**

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

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

(Name of Entity)

(Authorized Representative)

(Printed Name of Authorized)

(Position)

Affidavit No. _____

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

Public Notary

Initials _____

19. APPENDIX C
POLICIES AND INSURANCE

Required Insurance for the project

RFP #DRO 24-031/B00020

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
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20. APPENDIX D
COST PROPOSAL

Initials _____

COST PROPOSAL

RE: Reconstruction of Buildings of Bayamon Campus, University of Puerto Rico RFP #DRO 24-031/B00020

***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 1		
PW 4437 / Project 80667: (Building 100, 200 & 500)		
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:		
Assessment & Alternative Procedure (Final Program of Uses, preliminary plans and cost estimate, development of the Alternative Procedure for submit to FEMA/COR3.)	___ days	\$
Construction Documents	___ days	\$
Bidding and Negotiation	N/A	\$
Design Subtotal*:	N/A	\$
Supervision:	___ months x \$___ monthly	\$
BASIC SERVICES TOTAL*:		\$
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 + 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 and the design of the Roof Waterproofing System with all its

Initials _____

components. It is required to have a specialist roofing consultant, thermographic and wind resistance (uplift) tests, as applicable by codes.

**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.

COST PROPOSAL 2		
PW 4632 / Project 87373: (Building 300 - DI 250722)		
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:		
Assessment & Alternative Procedure (Final Program of Uses, preliminary plans and cost estimate, development of the Alternative Procedure for submit to FEMA/COR3.)	___ days	\$
Construction Documents	___ days	\$
Bidding and Negotiation	N/A	\$
Design Subtotal*:	N/A	\$
Supervision:	___ months x \$___ monthly	\$
BASIC SERVICES TOTAL*:		\$
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 + 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 and the design of the Roof Waterproofing System with all its components. It is required to have a specialist roofing consultant, thermographic and wind resistance (uplift) tests, as applicable by codes.

**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.

COST PROPOSAL 3		
PW 1810/ Project 85270: (Building 400)		
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:		
Assessment & Alternative Procedure (Final Program of Uses, preliminary plans and cost estimate, development of the Alternative Procedure for submit to FEMA/COR3.)	____ days	\$
Construction Documents	____ days	\$
Bidding and Negotiation	N/A	\$
Design Subtotal*:	N/A	\$
Supervision:	____ months x \$ ____ monthly	\$
BASIC SERVICES TOTAL*:		\$
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 + 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 and the design of the Roof Waterproofing System with all its components. It is required to have a specialist roofing consultant, thermographic and wind resistance (uplift) tests, as applicable by codes.

**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.

COST PROPOSAL 4		
PW 6096 / Project 87388: (Building 600 & 900)		
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:		
Assessment & Alternative Procedure (Final Program of Uses, preliminary plans and cost estimate, development of the Alternative Procedure for submit to FEMA/COR3.)	___ days	\$
Construction Documents	___ days	\$
Bidding and Negotiation	N/A	\$
Design Subtotal*:	N/A	\$
Supervision:	___ months x \$___ monthly	\$
BASIC SERVICES TOTAL*:		\$
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 + 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 and the design of the Roof Waterproofing System with all its components. It is required to have a specialist roofing consultant, thermographic and wind resistance (uplift) tests, as applicable by codes.

**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.

COST PROPOSAL 5		
PW 1908/ Project 91394: (Building 700)		
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:		
Assessment & Alternative Procedure (Final Program of Uses, preliminary plans and cost estimate, development of the Alternative Procedure for submit to FEMA/COR3.)	___ days	\$
Construction Documents	___ days	\$
Bidding and Negotiation	N/A	\$
Design Subtotal*:	N/A	\$
Supervision:	___ months x \$___ monthly	\$
BASIC SERVICES TOTAL*:		\$
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 + 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 and the design of the Roof Waterproofing System with all its components. It is required to have a specialist roofing consultant, thermographic and wind resistance (uplift) tests, as applicable by codes.

**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.

COST PROPOSAL 6		
PW 5517 / Project 127629: (Building 710)		
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:		
Assessment & Alternative Procedure (Final Program of Uses, preliminary plans and cost estimate, development of the Alternative Procedure for submit to FEMA/COR3.)	___ days	\$
Construction Documents	___ days	\$
Bidding and Negotiation	N/A	\$
Design Subtotal*:	N/A	\$
Supervision:	___ months x \$___ monthly	\$
BASIC SERVICES TOTAL*:		\$
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 + 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 and the design of the Roof Waterproofing System with all its components. It is required to have a specialist roofing consultant, thermographic and wind resistance (uplift) tests, as applicable by codes.

**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.

Initials _____

COST PROPOSAL 7		
PW 4550 / Project 120170: (Building 800)		
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:		
Assessment & Alternative Procedure (Final Program of Uses, preliminary plans and cost estimate, development of the Alternative Procedure for submit to FEMA/COR3.)	____ days	\$
Construction Documents	____ days	\$
Bidding and Negotiation	N/A	\$
Design Subtotal*:	N/A	\$
Supervision:	____ months x \$____ monthly	\$
BASIC SERVICES TOTAL*:		\$
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 + 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 and the design of the Roof Waterproofing System with all its components. It is required to have a specialist roofing consultant, thermographic and wind resistance (uplift) tests, as applicable by codes.

**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.

COST PROPOSAL 8		
PW 2620 / Project 91684: (Building 810)		
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:		
Assessment & Alternative Procedure (Final Program of Uses, preliminary plans and cost estimate, development of the Alternative Procedure for submit to FEMA/COR3.)	____ days	\$
Construction Documents	____ days	\$
Bidding and Negotiation	N/A	\$
Design Subtotal*:	N/A	\$
Supervision:	____ months x \$_____ monthly	\$
BASIC SERVICES TOTAL*:		\$
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 + 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 and the design of the Roof Waterproofing System with all its components. It is required to have a specialist roofing consultant, thermographic and wind resistance (uplift) tests, as applicable by codes.

**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.

Initials _____

COST PROPOSAL 9		
PW 1917 / Project 99077: (Building 003_DI 250421)		
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:		
Assessment & Alternative Procedure (Final Program of Uses, preliminary plans and cost estimate, development of the Alternative Procedure for submit to FEMA/COR3.)	____ days	\$
Construction Documents	____ days	\$
Bidding and Negotiation	N/A	\$
Design Subtotal*:	N/A	\$
Supervision:	_____ months x \$_____ monthly	\$
BASIC SERVICES TOTAL*:		\$
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 + 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 and the design of the Roof Waterproofing System with all its components. It is required to have a specialist roofing consultant, thermographic and wind resistance (uplift) tests, as applicable by codes.

**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.

COST PROPOSAL 10		
PW 6022 / Project 98196: (CH1-444 Planta Agua Helada_DI 293624)		
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:		
Assessment & Alternative Procedure (Final Program of Uses, preliminary plans and cost estimate, development of the Alternative Procedure for submit to FEMA/COR3.)	___ days	\$
Construction Documents	___ days	\$
Bidding and Negotiation	N/A	\$
Design Subtotal*:	N/A	\$
Supervision:	___ months x \$___ monthly	\$
BASIC SERVICES TOTAL*:		\$
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 + 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 and the design of the Roof Waterproofing System with all its components. It is required to have a specialist roofing consultant, thermographic and wind resistance (uplift) tests, as applicable by codes.

**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.

Initials _____

The UPR reserves the right to adjust the Additional Services cost breakdown. However, it is requested to describe the possible specialized services required for the scope of this project:

Description of possible Additional Services

For PW 4437, 4632, 1810,6096, 1908, 5517, 4550, 2620, 1917 and 6022, the UPR establishes an amount of **\$150,000.00** for possible Additional Services. The total additional services amount includes \$25,000.00 for **lead and asbestos reports**.

Cost Breakdown Summary			
PW	Basic Services	Reimbursables Expenses	Total
4437	\$	\$	\$
4632	\$	\$	\$
1810	\$	\$	\$
6096	\$	\$	\$
1908	\$	\$	\$
5517	\$	\$	\$
4550	\$	\$	\$
2620	\$	\$	\$
1917	\$	\$	\$
6022	\$	\$	\$
Subtotal:	\$	\$	\$
Lead and Asbestos Reports (as an Additional Services amount):			\$ 25,000.00
Other Additional Services:			\$ 125,000.00
Total:			\$

Fees for additional professional services will be calculated using the % Fee design for services (Design subtotal + Supervision) / Estimated Cost included on the Cost Proposal tables 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:

Addendum No. 1– Description: _____

Date _____

Addendum No. 2– Description: _____

Date _____

Addendum No. 3– Description: _____

Date _____

Addendum No. 4– Description: _____

Date _____

Addendum No. 5– Description: _____

Date _____

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

Initials _____

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)
Name:	
Title:	
Mail Address:	
Physical Address:	
Phone Number:	
Fax Number:	
E-mail:	

Seal (if Bidder is a Corporation)

21. APPENDIX E
RESPONSE CHECKLIST

Initials _____

Response Checklist

In response to this RFP, the proponent certifies that the following requirements are met. Interested proponents are required to submit the completed Appendix E – Response Checklist along with the proposal for this RFP. The Response Checklist must accurately represent the content of the submitted documents. Failure to submit the documentation as indicated in the Response Checklist will result in the automatic disqualification of the proponent from consideration. No exceptions will be made to this requirement.

- Registered for participation for this RFP at uprrecovery.rfp@upr.edu. **Failure to register via email will result in automatic disqualification.**
- Letter of Intent 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, address, telephone, e-mail address, and SAM Entity Identifier Number. In addition, the letter of intent must identify the name and number of the RFP and date of submittal.
- Active** Registration on SAM.gov.
- Completed and signed Appendix A - Statement of the Bidder.
- Completed Part 1 through 6 in the Statement of the Bidder, Appendix A.
- Attached resumes of all firm personnel teamwork (or/and sub-contractors, specialized trades consultants, if any) who will be providing the services.
- Completed additional SOW Fee Percentage (%) in Appendix D – Cost Proposal.
- If any space does not apply in Appendix D – Cost Proposal, (N/A) or other information shall be placed instead.
- Acknowledgement of the Addendums in Appendix D – Cost Proposal, if applicable.
- Signed** and **sealed** Appendix D – Cost Proposal following the instruction in Section 7 - REQUIRED DOCUMENTS FOR THE SUBMISSION OF THE PROPOSAL.
- Federal Documents in Appendix B (Lobbying Certification, Non-Conflict of Interest Certification and Limited Denial of Participation Affidavit).
- 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.
- Did you complete and sign **Appendix I** – Alternate Project Cost Proposal and Timeline?

22. APPENDIX F

FEMA Project Worksheets SCOPE OF WORK

(Works to be completed - as a reference for the Cost Proposal)

TO VIEW DOCUMENT, PLEASE [CLICK HERE](#)

23. APPENDIX G
Development of the Recovery Plan for UPR
Bayamon Campus

TO VIEW DOCUMENT, PLEASE [CLICK HERE](#)

24. **APPENDIX H**

FEMA ALTERNATIVE PROCEDURES

TO VIEW FEMA ALTERNATIVE PROCEDURES, PLEASE [CLICK HERE](#)

25. APPENDIX I
Alternate Project Proposal
COST BREAKDOWN & TIMELINE

TO VIEW Cost Breakdown template, PLEASE [CLICK HERE](#)

26. APPENDIX J
RECORD OF ENVIRONMENTAL CONSIDERATIONS
(REC)

TO VIEW the REC's, PLEASE [CLICK HERE](#)

End Document