

## REQUEST FOR PROPOSALS FOR:

### STUDIES, DESIGN AND SUPERVISION SERVICES FOR: Construction of Aerospace Institute for Research (AIR) in the University of Puerto Rico at Mayagüez.

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

Project funded by:  
NIST GRANTS: 60NANB23D116



# Universidad *de* Puerto Rico



## Table of Contents

1. BACKGROUND AND PURPOSE.....	3
2. CONTACT AND TIMELINE .....	4
3. TIMELINE AND SUBMISSION DATE .....	5
4. PROJECT DESCRIPTION .....	5
5. SERVICES.....	5
6. COST PROPOSAL.....	7
7. REQUIRED DOCUMENTS FOR THE SUBMISSION OF THE PROPOSAL.....	7
8. UPR RESPONSIBILITIES.....	9
9. COMPENSATION FOR STUDIES, PERMITTING, DESIGN AND SUPERVISION SERVICES AND PAYMENT METHOD .....	10
10. PROPOSAL SCORING AND EVALUATION CRITERIA .....	11
11. FINAL EVALUATION.....	14
12. PROJECT AWARD .....	14
13. JUDICIAL REVIEW .....	15
14. BLACKOUT PERIOD .....	16
15. UPR DISCLAIMERS .....	17
16. REQUIRED DOCUMENTS FOR THE SIGNING OF THE CONTRACT .....	22
17. APPENDIX A .....	25
18. APPENDIX B:.....	30
19. APPENDIX C .....	35
20. APPENDIX D.....	37
21. APPENDIX E .....	41

## 1. BACKGROUND AND PURPOSE

The University of Puerto Rico at Mayagüez (UPRM), a coeducational, bilingual, and nonsectarian school, is fully accredited by the Middle State Association of Colleges and Schools since 1946 and is a member of Hispanic American Colleges and Universities (HACU). The campus gathers over 800 professors and researchers, 230 extensionists and approximately 12,000 students most of which (>95%) are Hispanic US citizens. The UPRM College of Engineering has an enrollment of about 5000 students, ranking first in female student enrollment in the US with about 38% of the students being female compared to the average of 24% for the top 10 institutions in the nation. UPRM graduates about 700 BS, 90 MS, and 4 PhDs annually. According to the 2018 American Society for Engineering Education Profiles of Engineering and Engineering Technology Colleges, the College of Engineering (CoE) at UPRM ranks second in undergraduate degrees awarded to Hispanics in the U.S., sixteenth in number of bachelor's degrees awarded to women, first in the number of Hispanic tenured/tenure-track faculty and tenth in the number of female tenured/tenure-track faculty. Clearly, UPRM has the potential to become a leading producer of bilingual Hispanic STEM professionals in the Nation. The faculty and administration at UPRM are committed to achieving this goal. For instance, in 2009, thanks to ongoing research and educational activities, the number of granted PhD degrees increased at UPRM, upgrading its status to that of a PhD granting institution. The current Carnegie classification is Doc/STEM. With appropriate support from initiatives such as that described in this proposal, this trend is bound to continue improving.

The purpose of this RFP is to request and receive proposals from qualified **Architecture and Engineering firms for the development of all design and construction documents: As-Built, basis of design, detail design, specifications, cost estimates, schedules, scopes of work, all permits required for the construction, assistance in bidding phase and other required documentation for the compliance of the requirements of DEPARTMENT OF COMMERCIAL FINANCIAL ASSISTANCE AWARD.** The awarded firm or professional will also provide supervision services and coordination during the construction phase for all the execution of the project.

Proponents must explain in detail how they will provide the required services and achieve the expected results, while in compliance with Department of Commerce Financial Assistance Standard Terms and Conditions R & D Award, Federal-Wide Research Terms and Conditions, as Adopted by Dept. of commerce, Specific Award Conditions, Line-Item Budget, 2 CFR Part 200, uniform Administrative Requirements, cost principles, and Audit requirements, as adopted Pursuant to 2 cfr 1327.101, 48 CFR part 31. Contract cost Principles and Procedures Multi-Year Award. U.S. Department of Commerce, National Institute of Standards and Technology Standard terms and conditions For Extramural Construction Projects, May 11 2023. In addition, proponents shall provide the percent fee applicable for any future additional scope or scope change required.

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

## 2. CONTACT AND TIMELINE

The RFP shall be sent and addressed to:

**Mr. Julio Collazo Rivera**

**Director**

Office of Physical Development & Infrastructure

**Attention to:**

**Eng. María I. Fernández González**

**Director**

Office of Planning, Research, and Institutional Improvement-UPRM

University of Puerto Rico

Jardín Botánico Sur 1187, calle Flamboyán

Río Piedras, Puerto Rico 00926-1117

Tel. (787) 250-0000, Ext. 5099

**E-mail:** [director.oiiip@upr.edu](mailto:director.oiiip@upr.edu)

**NOTICE:** Interested proponents **must** register receipt of this RFP and confirm their intent to participate at [director.oiiip@upr.edu](mailto:director.oiiip@upr.edu). Registered proponents will receive the following when applicable:

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

### 3. TIMELINE AND SUBMISSION DATE

Description	Date
RFP publication	April 08, 2024
Site Visit: Location: Antonio Luchetti Building (Mechanical Engineering), Coordinates: (18.208653 -67.139921). Please provide the complete company name, representative's name and email.	April 16, 2024 Time: 10:00 a.m.
Deadline for Request for Information (RFI) by email	April 19, 2024, Time: on or before 4:30pm Atlantic Standard Time (AST)
Response for Request for Information by email	April 26, 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 Eng. María I. Fernández)	May 03, 2024, Time: on or before 11:59 pm 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. PROJECT DESCRIPTION

The project description and its corresponding scope of work are included in **Appendix E**.

### 5. SERVICES

The **Awarded Proponent** will carry out, as part of the design and supervision services, all the activities and responsibilities identified below, acknowledging that this does not

constitute an exhaustive list of the duties, which can increase due to the very nature of the work:

## **5.1 SERVICES RELATED TO THE PROJECT**

- 5.1.1 The provided SOW serves as a fundamental base for the development of a final detailed SOW. The awarded proponent is responsible for preparing design cost estimates for the mentioned SOW and any additional SOW as required by UPR for compliance with all internal UPR, UPRM, municipal, local and federal government procedures and requirements. In addition, the awarded proponent shall perform technical assessments of existing conditions. These plans and other documents will comply with the above requirements and must be submitted to the UPR for consideration and approval.
- 5.1.2 The Awarded Proponent is responsible for verifying the SOW. The Campus Liaison will coordinate the site visit as soon as possible.
- 5.1.3 The Awarded Proponent is responsible for notifying the UPR's representative in case of any change that may affect the primary SOW.
- 5.1.4 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, and will be available to complete said requests and attend the meetings that the UPR deems necessary.
- 5.1.5 The Awarded Proponent will work as a representative of the UPR during the development of the Project. The personnel designated by the Awarded Proponent to oversee the project must be authorized and licensed to exercise the professions of engineering and/or architecture in Puerto Rico and must be a bona fide member of the Professional College of Engineers and Land Surveyors of Puerto Rico or the Architects and Landscape Architects Association of Puerto Rico with the corresponding membership fee payment up to date.
- 5.1.6 As part of the Basic Services the Awarded Proponent shall have the responsibility related to the preparation, processing and obtaining all the Endorsements and Permits required for the project. Has the responsibility of evaluating and determining the applicable permits to the project and doing everything necessary for compliance with state and federal agencies. It includes any environmental and historical endorsement and permits. These efforts will not be additional services, will be part of the basic services. The payments for submitting the endorsements, technical consultants, and/or

permits to the applicable agencies will be part of the reimbursable expenses incurred costs.

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

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

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

- Please refer to **Appendix E** for a complete Project SOW.

## 6. COST PROPOSAL

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

**Note: Do not modify the template in Appendix D. All spaces are required and must be filled. If any space does not apply you should put (N/A) or other information. This is a substantial requirement, do not leave any blank spaces, for it could be cause for disqualification.**

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

### **General Instructions**

The evaluation and selection of a Firm will be based on the information submitted in the proposal plus references and interviews/presentations, or demonstrations. Additional information may be required upon interviews, if conducted. Proposers should respond clearly and completely to all requirements. Failure to respond to each of the requirements in the RFP will be grounds for disqualification. **Disqualified proponents will not be considered by the Evaluation Committee.** The proponent must

carefully examine the RFP documents. The submission of a proposal by a proponent will be considered evidence that it has read, understands, and accepts these requirements.

The proponent must understand that any study or information presented is provided in good faith, with the purpose of offering access to the same information that the UPR obtained. Said information or studies must be supplemented by personal research and interpretation to be judged by the bidders. It is the responsibility of the proponents, not the UPR, any misinterpretation of the information presented.

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

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

Professional services of a Design and Supervision company 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 the 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 the 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 of the RFP, and the 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, e-mail address and SAM Entity Identifier Number. (Transmittal letter signed)
  - **SAM registration** and annual renewal is a contract requirement. Proponents in the process of registration and/or renewing their SAM can participate in the RFP, however, if SAM registration and/or renewal process is not meeting federal procurement requirements.
- **Appendix A** – Statement of the Bidder
- **Appendix B** – Required Federal Documents (Lobbying Certification, Non-Conflict of Interest Certification and Limited Denial of Participation Affidavit)
- **Appendix D** - Cost Proposal
- **Cost Proposal Breakdown** - Provide Cost Estimate Breakdown based in SOW provided in Appendix E.
- **A color copy of the engineer's or architect's professional ID** (Identificación de Colegiación) and a **copy of the Department of State License**.
- **Copy of initialized RFP and its Appendices.**

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

An RFI or clarification shall be addressed by email to: [director.oiiip@upr.edu](mailto:director.oiiip@upr.edu) on or before the date established in this document. No telephone inquiries will be allowed. After the established date, no further questions will be allowed.

Any interpretations, corrections, or changes to this RFP will be made by addendum. Any changes to specifications will be made in writing and delivered to proponents that register receipt of this RFP at [director.oiiip@upr.edu](mailto:director.oiiip@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 information available that is considered necessary for the Project execution.

## 9. COMPENSATION FOR STUDIES, PERMITTING, DESIGN AND SUPERVISION SERVICES AND PAYMENT METHOD

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

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

**The Awarded Proponent** must submit one (1) original and one (1) digital copy of the invoices to be certified by the President of the University of Puerto Rico or his authorized representative, in this case, the Director of the Office of Physical Infrastructure and Development at the University of Puerto Rico, Central Administration (the "ODFI"). In addition, the Designer/Supervisor will send a copy by email to the Project Coordinator appointed by ODFI. Each invoice must be delivered physically to the ODFI during the first ten (10) calendar days of the following month in which the services were rendered. During the Design Phase, the invoices must detail the services provided or the activities carried out, accompanied by the required documents, and comply with the Basic Services requirements established in this contract.

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

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

**The Awarded Proponent** will also be responsible for evaluating and answering all submittals and RFIs. They also will also participate actively and in person in all

construction progress meetings and will be responsible for evaluating and approving all contractor payment certifications.

## 10. PROPOSAL SCORING AND EVALUATION CRITERIA

Accepted proposals will be reviewed by the UPR and scored against the stated criteria. The committee may review references, request interviews/presentations, conduct demonstrations and/or conduct on-site visits. The resulting information will be used to score the proposals. The scoring will be tabulated, and the proposals ranked based on the numerical scores received.

The requested proposal will be known as **Studies, Design, Permitting and Supervision Services** to be provided by established and experienced engineer or architect's firms. The **Awarded Proponent** shall be a professional or technical team fully experienced in project designs, architectural and engineering concepts, site improvements and infrastructure strategies, building development and technology, cost estimates, administration, management, evaluation, project control (budget and schedule) accounting, technological reporting systems, construction quality control and processes. The proponent must also be well versed in Federal compliance, with a proven performance record. The UPR will only consider architectural and engineering firms with established and verifiable experience with at least two (2) years or more of experience, with projects sponsored and funded by FEMA, CDBG-DR program, and/or another Federal agency.

The UPR must comply with all applicable federal and state laws, regulations, executive orders, and policy. Consequently, the UPR will review the Proponent's Proposal to determine overall responsiveness and completeness of the Proposal with respect to the components outlined in the RFP using the following evaluation criteria:

### **Executive Summary (5 points) – Refer to Appendix A Statement of the Bidder**

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

### **Experience and strategy in providing the services (25 points) – Refer to Appendix A Statement of the Bidder**

- Describe the organization/company's experience and capabilities in providing similar services to those trades required. Be specific and detail no more than three projects/contracts: description of work, dates, locations, challenges, and results. **(8 points)**
- Indicated any experience in projects with FEMA grants. **(2 points)**
- Please indicate whether you have experience working with public or federal entities, and years of experience performing like services. Specify the entities and supervisor of the work. The UPR may call said entities **(5 points)**

- Provide specific examples of the services or tasks previously provided by the entity as considered in this RFP. **(5 points)**
- Detail your firm's understanding of the challenges and barriers for a project like this and proposed approach to overcoming these barriers. **(3 points)**
- Identify potential risk factors associated with the project and proposed methods for dealing with these factors to adverse effects to the project's performance. **(2 points)**

**Team qualifications (55 points) – Refer to Appendix A Statement of the Bidder**

- The Proponent should provide detailed information about the experience and qualifications of the Proponent's principals, project managers, key personnel, and staff to be assigned, including degrees, certifications, licenses, and years of relevant experience in terms of Federal Grants and/or FEMA. The Proponent shall specifically identify current employees who will serve as Key Personnel. This includes the Proponent's own staff and staff from any subcontractors to be used. The Proponent should demonstrate that its staff (and/or subcontractor's staff) meet the desirable requirements listed below and have necessary experience and knowledge to successfully implement and perform the tasks and services. **(15 points)**
- Experience with design for educational research facilities. **(10 points)**
- Experience with design of research laboratories with requirements of dampening high vibrations and noisy environments. **(10 points)**
- Experience in sustainable design, specifically with the Green Building Council Rating System. **(10 points)**
- Includes 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. **(10 points)**
  - Full Completeness of Personnel/Trade specialist (mechanical, electrical, architectural, structural, civil) qualifications per trades based on SOW.

**Proponent references (5 points) – Refer to Appendix A Statement of the Bidder**

- Proponents **must** supply references of minimum three (3) firms to which similar services have been provided within the past five (5) years of a comparable sized institution or company. If contacted, all references must verify a high level of satisfaction was provided. Each reference should include a point of contact name, their title, name of the organization they represent, and their phone and email information so that they may be contacted by the UPR or its designer(s). **(5 points)**

**Cost Proposal Breakdown (5 points)**

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

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

- Proponents with lower proposals (25 points), all other proposals receive a percentage of the points 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. Final score will be rounded to the nearest whole number.

### **Preference of 5 points for Section 3 Business Concern and MWBE**

The UPR shall provide a preference of five (5) points in the evaluation criteria of the method of rating, for a greater participation of Section 3 Business Concern and M/WBE Registered Puerto Rico Business. The Proposer seeking the Section 3 preference must be able to demonstrate that they meet one of the following criteria:

- Percentage owned by Section 3 residents; or
- Has permanent, full-time employees at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- Has subcontracted, or has a commitment to sub-contract, in excess of 25 percent of the total dollar award of all sub-contracts to be awarded to such businesses described above. You can locate the Section 3 or MWBE Policy document with all the related information of this topic available in English and Spanish on the PRDOH website.
  - <https://cdbg-dr.pr.gov/en/download/section-3-policy/>
  - <https://cdbg-dr.pr.gov/download/politica-sobre-seccion-3/>
  - <https://cdbg-dr.pr.gov/en/download/mwbe-policy>
  - <https://cdbg-dr.pr.gov/download/politica-mwbe/>
  - **Supporting evidence to substantiate Section 3 status can include; (i) Evidence of business ownership (e.g. Articles of Incorporation, By Laws, proof of 51% company ownership, Partnership Agreement); (ii) Evidence of employees of the business (e.g. roster of permanent full time employees, Section 3 Resident Self Certification Form for each employee who qualifies as newly hired Section Resident employee); (iii) Duly signed letter evidencing subcontracting at least 25% of the dollar amount.**
  - Proposers seeking M/WBE preference **should provide a copy of their MWBE certification to evidence their status.**The certification should be provided by the following agencies as stated in the PRDOH M/WBE Policy Guide:
    - MBDA – Minority Business Development Agency PR
    - WBENC – Women’s Business Enterprise National Council PR
    - PMSDC – Puerto Rican Minority Supplier Development Council
    - EPA – Office of Small Business Programs OSDBU

**TABLE - SUMMARY OF POINTS**

Description	Points
Executive Summary	5
Experience and strategy in providing the services	25
Team qualifications	55
Proponent references	5
Cost Proposal Breakdown	5
Cost Proposal	25
Total	120
Section 3 Business concerns and MWBE	5
Total	125

## 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 [uprecovery.rfp@upr.edu](mailto:uprecovery.rfp@upr.edu).

A request for reconsideration, as well as any other petition for review, must be in writing and clearly identify the name and address of the requesting party, contain a detailed and accurate statement of the grounds for the request, including copies of all relevant documents, and specify the relief requested.

A request for reconsideration or other petition for review that fails to comply with the time limits or procedures stated above or otherwise provided in this section may be dismissed or denied without further consideration. If the UPR fails to act on the motion for reconsideration within ten (10) business days of the filing thereof, it shall be understood that the motion was denied outright and the term for judicial review shall begin to elapse from said date.

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

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

## **14. BLACKOUT PERIOD**

### **14.1 Definition of Blackout Period**

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

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

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

### **14.2 Other Prohibited Communications**

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



## 15. UPR DISCLAIMERS

By accessing and using the information provided by the UPR for the purpose of proposal submission, and, by submitting a Proposal, the Proponent, on behalf of themselves and their Partners/Subconsultants acknowledges and agrees that:

### 15.1. Equal Employment Opportunity and Non-Discrimination

15.1.1 The awarded proponent and authorized subcontractors must comply with the Executive Order 11246 titled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR 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 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.

15.2.6 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.

15.2.7 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.

15.2.8 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:

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

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

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

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

will be provided a reasonable period in which to submit written responses to UPR's requests for clarification or additional information. Proponents shall respond by the deadline stated in the correspondence.

**15.4. 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 the 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 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 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 selected 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 used 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 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 non-responsive.

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 ground for disqualification.

15.17.5 Failure to register via email in automatic disqualification.

### **15.18. No Bid**

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

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

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

## **16. REQUIRED DOCUMENTS FOR THE SIGNING OF THE CONTRACT**

In addition to the above requirements, it is required that **before** the signing of the contract, the **successful proponent** provides all the documents listed below with **fourteen (14) 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
- 5. MWBE Utilization Plan
- 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).
- 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 Corporation's Seal authorizing Corporation's representative to sign the contract.
  - Debt Certification issued by Department of the Treasury, Form SC 6096, Rev. 24-Feb-2020. In case of debt, submit an official Department of Treasury document which certifies that you are under a payment plan that is being fully complied with.
  - Certification of Filing of Income Tax Forms for the last five (5) years issued by the Department of Finance. Form SC 6088, Rev. 24-Feb-2020 (If there is no information because the Corporation has recently been incorporated, you must include an affidavit expressing such a situation.)
  - If the filing certification of payrolls does not register the filing corresponding to the year 2022, present a punched copy by the Treasury of the first sheet of the filed return.
  - Certificate of No Debt of the Municipal Revenue Collection Center (CRIM) for all concepts.
  - If there is debt, you must submit an official CRIM document evidencing a payment plan. If the Cert. of Filing of Movable Property Forms is negative, an Affidavit is required.
  - Certificate of No Debt of the CRIM of Real Estate of the Corporation. If there is debt, you must submit an official CRIM document evidence of a payment plan that is being fully complied with.
  - Certification of Insurance for Unemployment, Temporary Disability, issued by the Department of Labor and Human Resources.
  - Social Security Certification for Drivers, issued by the Department of Labor and Human Resources.

- Negative certification from ASUME that the Corporation does not owe payments to ASUME, from which it has withheld its employees, or negative certification ordering withholding.
- Merchant Registration Certification (IVU) Filing of Monthly Forms of IVU – Model SC 2942 A.
- Municipal Patent Certification.
- Affidavit – Law 2, January 4, 2018.

**END OF DOCUMENT**



## **17. APPENDIX A**

### **STATEMENT OF THE BIDDER**

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

**BUSINESS AND TECHNICAL ORGANIZATION.**

Bidder may use additional space to complete required information.

**I. PERMANENT PLACE OF BUSINESS**

A. Name of Bidder: \_\_\_\_\_

B. Mailing Address: \_\_\_\_\_

C. City and Zip Code: \_\_\_\_\_

D. Physical Address: \_\_\_\_\_

E. City and Zip Code: \_\_\_\_\_

F. Telephone No: \_\_\_\_\_

G. E-Mail: \_\_\_\_\_

**II. PROPOSER REFERENCES - LIST BELOW SIMILAR CONTRACTS EXECUTED.**

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

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

**III. LIST BELOW CONTRACTS IN HAND**

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.	Name Contact Person and Telephone	Type of Work	Contract Price	% Completed
1				
2				
3				
4				
5				

#### IV. EXECUTIVE SUMMARY

Provide a profile of your organization, mission, and vision statements and organizational chart.

**V. EXPERIENCE DESCRIPTION AND STRATEGY IN PROVIDING THE SERVICES** - 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. Please indicate whether you have experience working with public or federal entities, and years of experience performing like services. Specify the entities. Provide specific examples, detailing the services or tasks previously provided by the entity as considered in this RFP. 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 associated with this project and proposed strategies for dealing with these factors to avoid adverse effects to the project's performance.

**VI. TEAM QUALIFICATIONS** - The Proponent should provide detailed information about the experience and qualifications of the Proponent's principals, project managers, key personnel, and staff to be assigned, including degrees, certifications, licenses, and years of relevant experience in terms of Federal Grants and/or FEMA. The Proponent shall specifically identify current employees who will serve as Key Personnel. This includes the Proponent's own staff and staff from any subcontractors to be used. The Proponent should demonstrate that its staff (and/or subcontractor's staff) meet the desirable requirements listed below and have necessary experience and knowledge to successfully implement and perform the tasks and services. Experience with design for educational research facilities. Experience with design of research laboratories with requirements of dampening high vibrations and noisy environments. Experience in sustainable design, specifically with the Green Building Council Rating System. Includes 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. Full Completeness of Personnel/Trade specialist (mechanical, electrical, architectural, structural, civil) qualifications per trades based on SOW.

I,           (Representative's Name)           of           (Name of Organization)           certified that the answer to these foregoing questions and all statements 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 #ODFI-2024-001

### 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 non federal 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 non federal 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  
U.S. Department Of Commerce Grant- 60NANB23D116  
Universidad de Puerto Rico  
RFP # #ODFI-2024-001**

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 23-019 / 10482** 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  
U.S. Department Of Commerce Grant- 60NANB23D116  
Universidad de Puerto Rico  
RFP #ODFI-2024-001**

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 #ODFI-2024-001**

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

Workmen 's Compensation (Corp. del Fondo del Segundo del Estado)

Commercial General Liability (C.G.L.), including Employers Liability & Products Liability Limits - Combined Single Limit of 1,000,000

Auto

Limits - Combined Single Limit of \$500,000

Endorsements required for CGL & Auto:

Hold Harmless Agreement

Additional Insured

Thirty (30) day cancellation notice

Waiver of Subrogation

Errors & Omissions / Professional Liability - Limits \$1,000,000.00

## **20. APPENDIX D**

# **COST PROPOSAL**

## COST PROPOSAL

**University of Puerto Rico**

**RE: RFP for Design and Supervision /Aerospace Institute for research Projects**

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

Estimated Construction Cost for the proposed development: \$\_\_\_\_\_

Professional design and supervision fees have been computed based on the estimated construction cost mention above:

<b>COST PROPOSAL #### - UPRM</b>			
<b>Aerospace Institute for Research</b>			
PHASE	TIME (Calendar Days)	FEE	% FEE for Additional SOW
Schematic design	___ days	\$	N/A
Preliminary design	___ days	\$	N/A
Construction Documents	___ days	\$	N/A
Bidding and Negotiation	N/A	\$	N/A
<b>Design Subtotal:</b>		<b>\$</b>	N/A
Supervision	__ months x \$_____ monthly	\$	N/A
<b>Design Phase and Supervision Subtotal:</b>		<b>\$</b>	N/A
<b>Additional Services</b>			N/A
<ul style="list-style-type: none"> <li>• Permit Management</li> <li>• Including lead and asbestos remediation permits.</li> </ul>	N/A	<b>\$</b>	N/A
•	___ days	\$	N/A
•	___ days	\$	N/A
<b>Reimbursable Expenses:</b> For fees, stamps, and filing costs related to endorsements and permits from permit regulatory offices.	N/A	<b>\$</b>	N/A
_____ (\$_____)			<b>Additional SOW Fee %_____</b>
<b>*Write the total amount in word and numbers</b>			<b>(Design subtotal + Supervision) / Estimated Cost</b>

Initials \_\_\_\_\_

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

<b>Fees for Professional Services</b>	
	<b>Fee per hour</b>

The bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

**Dated:** \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

<b>Firm Name:</b>	
<b>Signed by:</b>	_____ (Sign it in ink)
<b>Name:</b>	
<b>Title:</b>	
<b>Employers Social Security:</b>	
<b>Mail Address:</b>	
<b>Physical Address:</b>	
<b>Phone Number:</b>	

Initials \_\_\_\_\_

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

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



## **21. APPENDIX E**

### **SCOPE OF WORK**

## Project Description

The **Aerospace Institute for Research (AIR)** seeks to expand and improve upon the scientific, technological, and educational capacity of Puerto Rico and the United States. This project will advance research and development activities in the thrust areas of propulsion technologies, material sciences, navigational technologies, atmospheric sciences, and human factors, including high-performance computing. Boasting state-of-the-art laboratories with newly acquired instrumentation and equipment, the new building would expand the current academic offering for the student population, as well as enable professional partnerships with key organizations to connect with companies and/or startups willing to establish operations in Puerto Rico, companies that are already operating in the island, and resources in government agencies, universities, and institutes.

The Aerospace Institute for Research (AIR) will be located at the University of Puerto Rico's Mayagüez Campus, on the Western side of the Island, in front of the existing Lucchetti Building. (Figure 1-2) This location constitutes a prime location within the UPRM Campus, between the Mechanical Engineering Department and the Software, Electrical and Computer and the Materials Sciences and Engineering Department buildings. Moreover, this location is close to one of the main entrances of the campus and to the main Administration buildings, and next to the emblematic UPRM Pórtico, which attracts campus visitors, offering incomparable visibility and presence to the Institute.

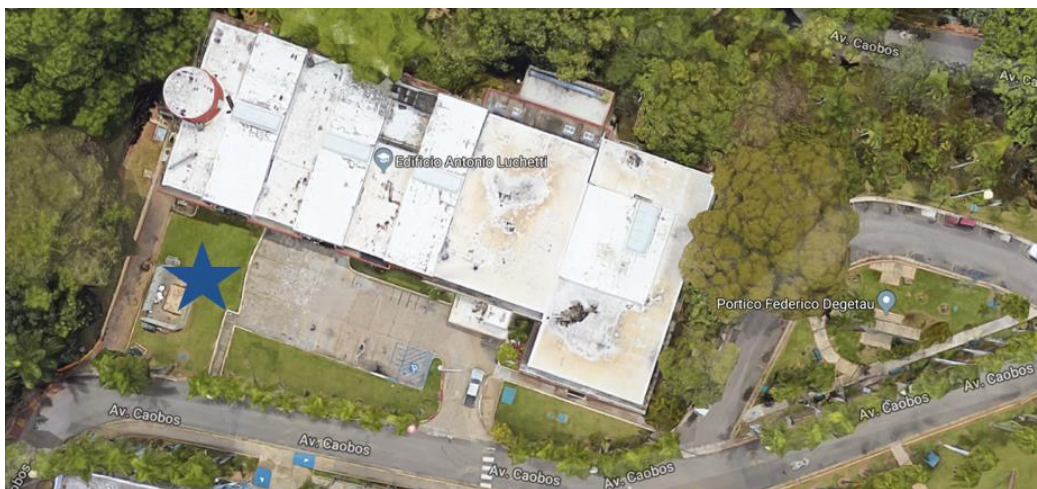


Figure 1: Aerospace Institute for Research at UPRM

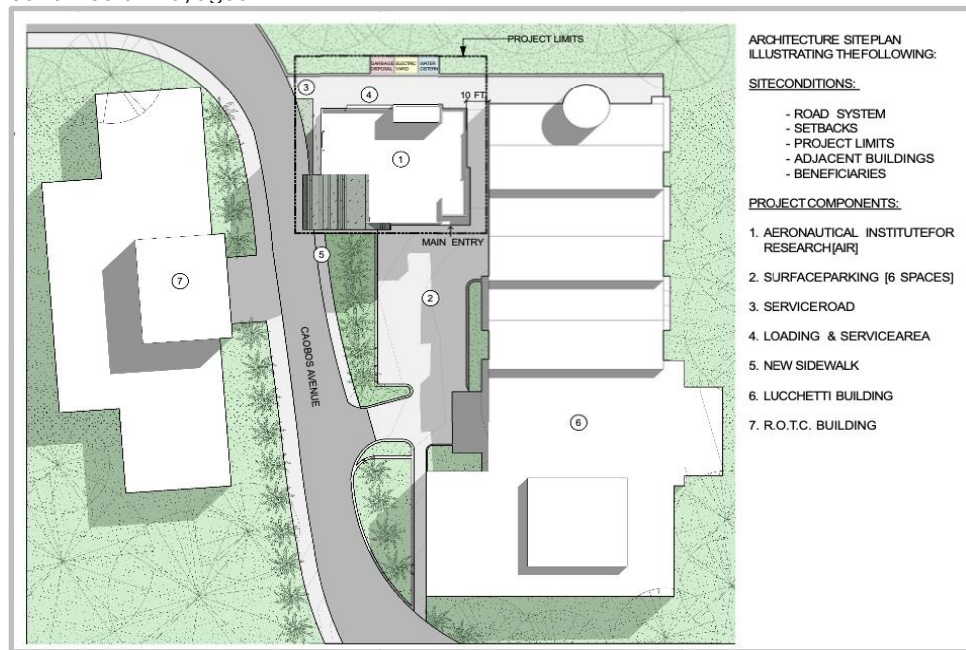


Figure 2: Aerospace Institute for Research (AIR) at UPRM: Site Plan

The new structure will house resilient and energy-efficient facilities, that include:

- Four major research laboratories:
  - Propulsion and Fluids
  - Structures and Materials
  - Navigational Technologies
  - Energy and Atmospheric Lab
- A prototyping machine shop
- An auditorium with capacity ranging from 80-100 seats for lectures/classes or presentations/events
- Areas with a loading dock for major equipment
- Elevator for equipment
- Administrative office (director and administrative assistant)
- Desk spaces for undergraduate and graduate students
- Open-space offices for researchers
- Meeting spaces or conference rooms
- Reception area with desk
- Lounge areas
- Room for storage of chemicals (fuel, etc.)
- All floors should include ADA bathroom (male and female), lactation room, a janitor's and mechanical/electrical room, and storage room.
- Meet requirements of all local and federal building codes.

Initial, major instrumentation and equipment contemplated for the labs is listed below. However, the design must provide ample space and flexibility to accommodate current and future needs related to equipment. Moreover, each

lab space should be designed to accommodate, at least, between 10-15 researchers working simultaneously at any given time, and should incorporate measures to control access to the laboratories, as potentially proprietary information will be handled in the laboratories. Storage and desk spaces should be included in each laboratory, as well as an area for the lab technician. A room for management of chemicals should also be included.

#### Propulsion Lab:

1. Recirculating wind tunnel facility (<https://www.eldinc.com/wind-tunnels>): The first one of its kind in Puerto Rico, a critical piece of equipment to experimentally understand the behavior of fluids around objects, for aerospace applications. The system is a closed, recirculating design to be manufactured by Engineering Laboratory Design (ELD) Inc., a recognized industry leader in the design and manufacturing of wind tunnels. Overall dimensions (LxWxH) of the equipment are 34.8' x 11.5' x 7.8'. Information and details on electrical requirements and operation of the equipment are found in the link provided for model 407A.
2. Minilab gas turbine engines modules (<https://www.turbinetechnologies.com/educational-lab-products/turbojet-engine-lab>):- These are scaled-down versions of the jet engines typically used in aircraft. Although not significant in size (approximate dimensions LxWxH of 4' x 4' x 5.5'), these pieces of equipment are extremely loud (90-110dB) when operated and release exhaust gasses and flames at high temperatures. Typical operation requires a loading dock/rolling door in the lab that would allow to release exhaust gases to atmosphere.
3. Table/bench space for working and smaller table-top instrumentation

#### Structures and Materials Lab and Energy and Atmospheric Lab:

1. Equipment for these laboratories is typically self-contained.
2. Requirements include bench/table space and working surfaces and areas for future major equipment (approximately 4' x 4').
3. Future needs might include exhaust hoods and ducts for these labs.

#### Navigational Technologies Lab

1. High ceilings are required to fly autonomous vehicles (drones) indoors. Cages have a typical size of 10' x 10' x 10'.
2. Equipment for this lab is typically self-contained.
3. Requirements include bench/table space and working surfaces and areas for future major equipment (approximately 4' x 4')

It is understood that proponents must comply with all environment and historical law and regulations that may be implicated by construction awards.