

INFORMAL REQUEST FOR PROPOSAL FOR:

DESIGN AND SUPERVISION SERVICES FOR

Project Number: B00022-DRO-06-24-RRP

**Project Title: WATERPROOFING OF 10 BUILDINGS AT THE
UNIVERSITY OF PUERTO RICO, RÍO PIEDRAS CAMPUS**

RFP SP #DRO 24-011-2 / B00022

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

Project funded by:
FEMA AND CDBG-DR PROGRAM



Universidad
de Puerto Rico



Contents

1. BACKGROUND AND PURPOSE.....	3
2. TIMELINE AND SUBMISSION DATE.....	4
3. PROJECT DESCRIPTION AND DESIGN STRATEGY.....	5
4. SERVICES.....	8
5. COST PROPOSAL.....	10
6. REQUIRED DOCUMENTS FOR THE SUBMISSION OF THE PROPOSAL.....	10
7. COMPENSATION FOR DESIGN AND SUPERVISION SERVICES AND PAYMENT METHOD.....	11
8. PROPOSAL SCORING AND EVALUATION CRITERIA.....	12
9. FINAL EVALUATION.....	16
10. PROJECT AWARD.....	16
11. UPR DISCLAIMERS.....	16
12. REQUIRED DOCUMENTS FOR THE SIGNING OF THE CONTRACT.....	23
13. APPENDIX A.....	25
14. APPENDIX B.....	30
15. APPENDIX C.....	32
15. APPENDIX D.....	41

1. BACKGROUND AND PURPOSE

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

The UPR is working towards its recovery, which requires the issuance of this **informal** Request for Proposal (the “RFP”) for Design and Supervision Services for the **UPR Recovery Project - B00022-DRO-06-24-RPP-Waterproofing of 10 Buildings at the University of Puerto Rico, Río Piedras Campus** (“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 qualified **Architecture and Engineering firms for the development of all design documents: As-Built, Design, Technical Specifications, Cost estimates, Schedules, and assistance in bidding phase and other required documentation for the compliance of the requirements of FEMA and PRDOH/CDBG-DR Non-Federal Match Program.** The awarded firm or professional will also provide services of oversight and coordination for the execution of a complete scope of work for the project.

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

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

2. TIMELINE AND SUBMISSION DATE

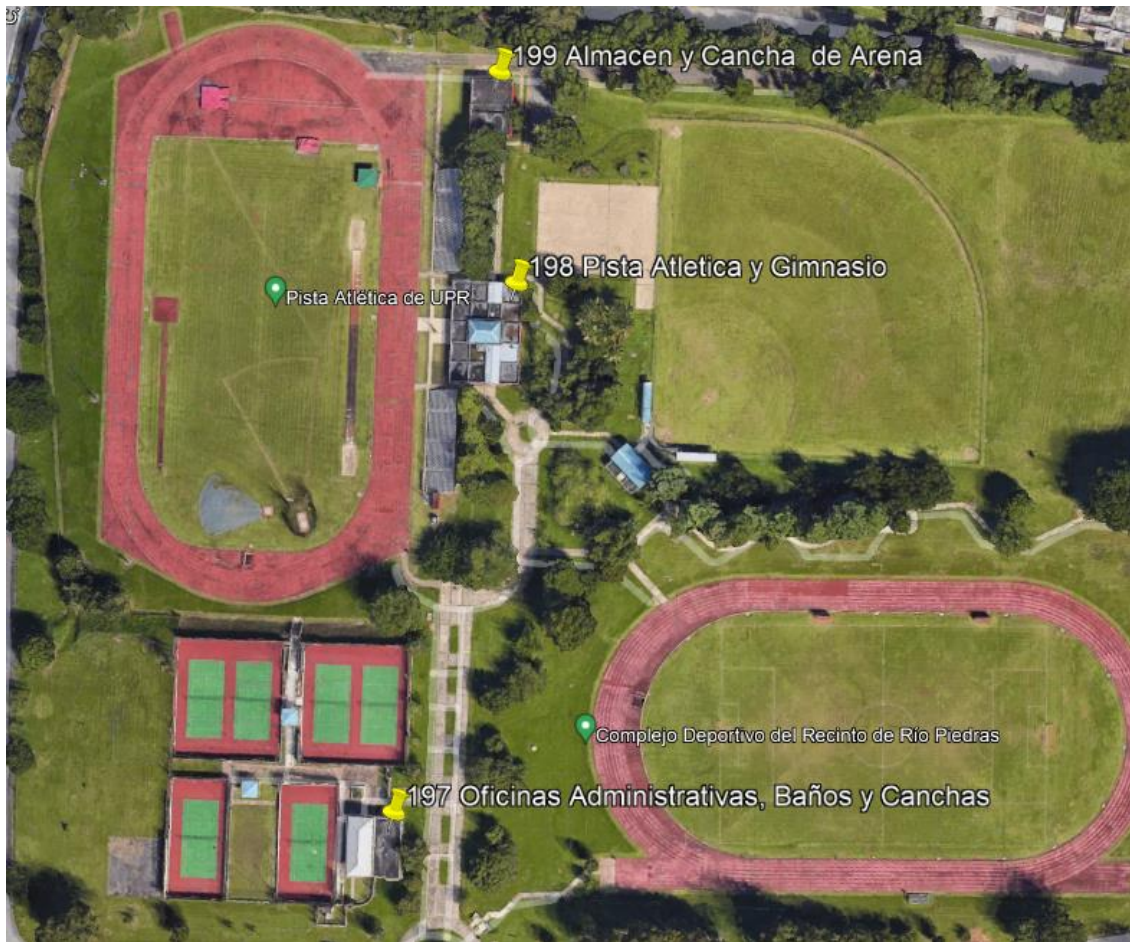
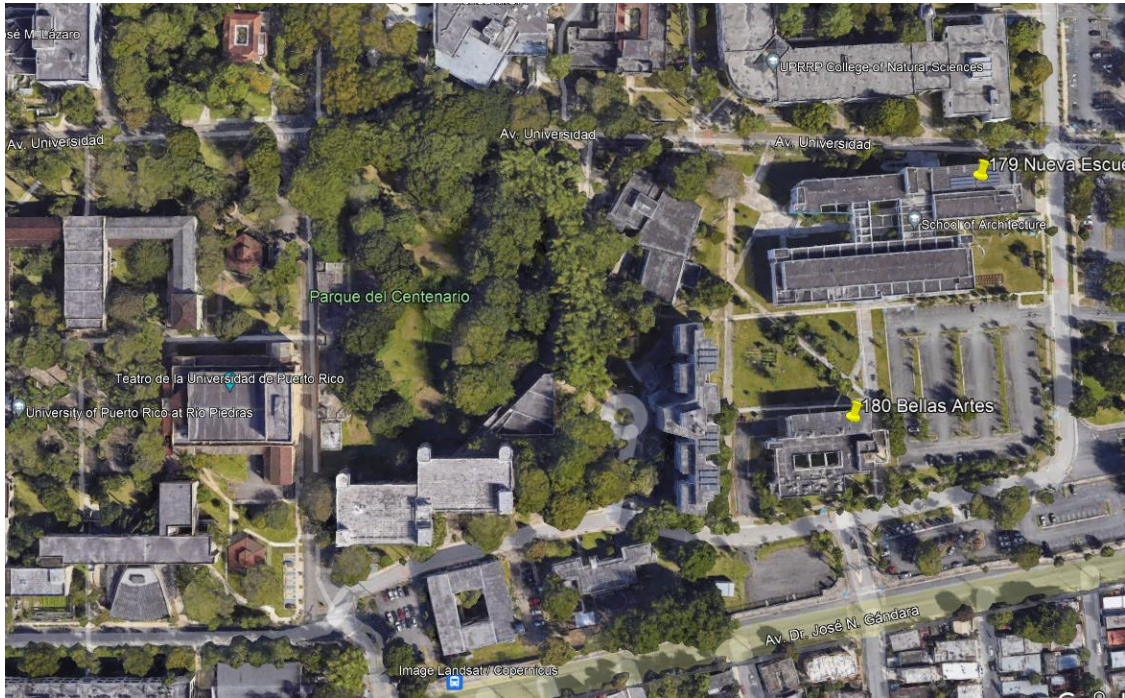
Description	Date
RFP publication	June 7, 2024.
Site Visit (Not Compulsory): Location OPDF UPR Río Piedras. Be advised that interested proponents must register via email. Please provide the complete company name, representative's name and email.	June 14, 2024 Time: 9:00 a.m.
Deadline for Request for Information (RFI) by email: uprrecovery.rfp@upr.edu	June 18, 2024
Response for Request for Information by email	June 21, 2024
The proposal must be submitted by email: uprrecovery.rfp@upr.edu . Address the indicated contacts: Arq. Alejandro Argüelles Rodríguez and Eng. Luis Vilá Calderón	July 2, 2024
Award Notification	August 2024
Execution of Agreement	September 2024

The proposal must be compiled in digital PDF format. The dates may be subject to change at the discretion of the UPR. For any clarification, please send to the above emails.

NOTICE: 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 11.2.2 of this RFP.

Performance Evaluation

Please be advised that the resulting contract from this Informal Request for Proposal 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.



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

In general terms, the required tasks for those buildings are as follows in **Appendix D**.

4. 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:

SERVICES RELATED TO FEMA'S SOW

- 4.1.1 The provided SOW serves as fundamental base for the development of a final detailed SOW. This final detailed SOW is required for submission to FEMA as part of the schematic design phase, for the purpose of Scope of Work Alignment. The 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.
- 4.1.2 The Awarded Proponent is responsible for verifying the SOW, Method of Repair (MOR), Bipartisan Budget Act of 2018, Pub. L. No. 115-123, § 20601, 132 Stat. 64 (2018) approved work included in this document. The Campus Liaison will coordinate the visit as soon as possible.
- 4.1.3 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.
- 4.1.4 The Awarded Proponent is responsible for notifying the UPR's representative in case of any change that may affect the primary SOW.
- 4.1.5 As part of the design and supervision services to be provided, the Awarded Proponent will serve as a consultant in all matters related, constituting an advisory resource for the UPR in the plans, strategies, and actions referred and/or requested by the President or his authorized representative, COR3 or FEMA, and will be available to complete said requests and attend the meetings that the UPR deems necessary.
- 4.1.6 The Awarded Proponent will evaluate the 406 Hazard Mitigation proposed by FEMA and determine if it's viable or if there are better proposal measures to provide Hazard Mitigation to the facility. In case of a change, the awarded proponent, in coordination with the UPR's representative, will

prepare a Hazard Mitigation proposal for submission to FEMA for its corresponding approval.

- 4.1.7 The Awarded Proponent will work as a representative of the UPR during the development of the Project. The personnel designated by the Awarded Proponent to oversee the project must be authorized and licensed to exercise the professions of engineering and/or architecture in Puerto Rico and must be a bona fide member of the Professional College of Engineers and Land Surveyors of Puerto Rico or the Architects and Landscape Architects Association of Puerto Rico with the corresponding membership fee payment up to date.
- 4.1.8 As part of the Basic Services the Awarded Proponent shall have the responsibility related to the preparation, processing and obtaining all the Endorsements and Permits required for the project. Has the responsibility of evaluating and determining the applicable permits to the project and doing everything necessary for compliance with state and federal agencies. These efforts will not be additional services, will be part of the basic services. The payments for submitting the endorsements, technical consultants, and/or permits to the applicable agencies will be part of the reimbursable expenses incurred costs.

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

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

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

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

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

5. COST PROPOSAL

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

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

6. REQUIRED DOCUMENTS FOR THE SUBMISSION OF THE PROPOSAL

General Instructions

The evaluation and selection of a proposal will be based on the information submitted as required in this RFP. Additional information may be required upon interviews, if conducted. Proposers should respond clearly and completely to all requirements. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a proposal. The proponent must carefully examine the RFP documents. **The submission of a proposal by a proponent will be considered evidence that it has read, understands, and accepts these requirements.**

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

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

Mandatory requirements, Proposal Preparation, and Submission

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

Before submitting the offer, the proponent should carefully examine the RFP or proposal form provided in the RFP documents. The proponent will be responsible for any errors or omissions in the offer. Proposals will be submitted in said form and shall be initialized and signed on each page provided for it, in accordance with the following:

- a. If the proponent is an individual, the offer will be signed with the individual's name and should indicate "Individually." The individual's physical and postal address, telephone and email will be included, also proposal number and title of this RFP.
 - i. If the proponent is an individual operating under the name of a firm, the offer will be signed by the individual. The proponent will include the name of the firm under which it operates (dba). The postal and physical address, email, telephone of the firm will be included, also bid number and title of this RFP.

- b. If the proposer is a professional services corporation (P.S.C.), a limited liability company (L.L.C) or a limited liability partnership (L.L.P), its offer will be signed by its president, secretary, or other authorized official, according to its corporate resolution in this regard. The seal of the corporation must be attached. The physical and postal address, email, telephone of the main office of the corporation will be included, also proposal number and title of this RFP.

The offer and the documents identified below will be addressed to the indicated contacts in Section 2 – CONTACT via email in digital PDF format.

Proposers responding to this RFP **must comply** with the following documents:

- **Letter of Intent** - (1-page limit): Identifying the name and number of the RFP, and date of submittal. The letter must be signed by an authorized representative of the organization, that states the acceptance of the Terms and Conditions of this RFP, providing the exact business name to conduct business with the UPR, and address, telephone, fax number, e-mail address and SAM Entity Identifier Number.
 - **SAM registration** and annual renewal is a contract requirement. Proponents in the process of registering and/or renewing their SAM can participate in this RFP, however, if SAM registration and/or renewal process is not done by the time of award, your proposal may be rejected for not meeting federal procurement requirements.
- **Appendix A** – Statement of the Bidder
- **Appendix C** - Cost Proposal, including additional SOW fee percentage (%)
- **Cost Proposal Breakdown** - Provide Cost Estimate Breakdown based in SOW provided in Appendix D.
- **A color copy of the engineer's or architect's professional ID** (Identificación de Colegiación) and a copy of the Department of State License.

7. COMPENSATION FOR DESIGN AND SUPERVISION SERVICES AND PAYMENT METHOD

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

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

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

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

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

8. PROPOSAL SCORING AND EVALUATION CRITERIA

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

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

DR program, and/or another Federal agency.

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

Executive Summary – Refer to Appendix A Statement of the Bidder

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

Experience and strategy in providing the services (up to 20 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)
- 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. (up to 5 points)
- Provide specific examples of the services or tasks previously provided by the entity as considered in this RFP. (up to 5 points)
- Detail your firm's understanding of the challenges and barriers for a project like this and proposed approach to overcoming these barriers. (up to 3 points)
- Identify potential risk factors and methods for dealing with these factors. (up to 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. Any subcontractors should be named, along with a description of experience and what role they will play on the Proponent's team. The proponent should describe its demonstrated capability to provide the staffing with the qualifications required in this RFP through the term of the expected contract. (up to 15 points)

- Attach resumes of personnel (or/and sub-contractors, if any) who will be providing the services. Consider the infrastructure trades specialists (engineering and/or architectural consultants) based on the trades applicable for the scope work for this project (up to 10 points)
 - Personnel/Trade specialist mechanical, electrical, architectural, structural, roofing systems specialist, civil and/or other qualifications per trades based on SOW.

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

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

Cost Proposal Breakdown (up to 10 points)

- Provide Cost Estimate Breakdown based in SOW provided in **Appendix D** (up to 10 points)

Cost Proposal (30 points) – Refer to Appendix C – 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: $(\text{Lowest Cost Proposal} / (\text{Cost Proposal being evaluated})) \times \text{Total Cost Proposal Points}$. The final score will be rounded to the nearest whole number.

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

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

Preference of 5 points for Section 3 Business Concern and MWBE

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

- Percentage owned by Section 3 residents; or

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

For more information, please click the link below:

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

TABLE - SUMMARY OF POINTS

Description	Points
Experience and strategy in providing the services	20
Team qualifications	25
Proponent references	5
Cost Proposal Breakdown	10
Cost Proposal	30
Cost Proposal % Fee for additional SOW	5
Total	95
Section 3 Business concerns and MWBE	5
Total	100

9. 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.

10. 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.

11. 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:

11.1. Proponent's Error and Omissions

11.1.1 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.

11.2 Conflict of Interest

11.2.1 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.

11.2.2 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.

11.2.3 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)).

11.2.4 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.

11.2.5 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.

11.2.5.1 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.

11.2.5.2 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.

11.2.5.3 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:

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

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

11.3 Proponent's Error and Omissions

11.3.1 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.

11.4 Cost analysis for proposal; Proponent's Responsibility

11.4.1 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.

11.5 No responsibility of the UPR regarding the use of information

11.5.1 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.

11.6 Proponent's Expenses

11.6.1 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.

11.7 Selection of proposal in best interest of the UPR

11.7.1 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.

11.8 Number of Awards

11.8.1 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”).

11.9 Withdrawal Proposals

11.9.1 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.

11.10 SAM Registration

11.10.1 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.

11.11 Contract Negotiations/No obligation to Contract/Rejection of Proposals/Cancellation of RFP

11.11.1 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.

11.11.2 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.

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

11.12 Ownership of Proposals

11.12.1 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.

11.13 Confidentiality of Proposals

11.13.1 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.

11.14 Collection and Use of Personal Information

11.14.1 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.

11.15 RFP and Proposal as Part of Agreement

11.15.1 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.

11.16 Non-Assignment

11.16.1 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.

11.17 Causes for Disqualification

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

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

11.18 Performance Evaluation

11.18.1 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.

11.19 No Bid

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

11.20 Sub-Contracts or Consultants of the Awarded Proponent

11.20.1 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.

12. 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 – (Will be provided)
- 5. MWBE Utilization Plan – (Will be provided)
- 6. Policies and Insurances – See **Appendix B**
- 7. Required Federal Documents (Lobbying Certification, Non-Conflict of Interest Certification and Limited Denial of Participation Affidavit) – Will be provided
- 8. 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.
- 9. Legal Entity Certification - Circular Letter No. 013-2021 of the Management and Budget Office (OGP). (Will be provided)
- 10. 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

13. 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 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.

VI. EXPERIENCE DESCRIPTION AND STRATEGY IN PROVIDING THE SERVICES

VII. TEAM QUALIFICATIONS - The Proponent should provide detailed information about the experience and qualifications of the Proponent's principals, project managers, key personnel, and staff to be assigned, including degrees, certifications, licenses, and years of relevant experience in terms of Federal Grants and/or FEMA and FEMA regulatory requirements. The Proponent shall specifically identify current employees who will serve as Key Personnel. This includes the Proponent's own staff and staff from any subcontractors to be used. The Proponent should demonstrate that its staff (and/or subcontractor's staff) meet the desirable requirements listed below and have necessary experience and knowledge to successfully implement and perform the tasks and services. Any subcontractors should be named, along with a description of experience and what role they will play on the Proponent's team. The proponent should describe its demonstrated capability to provide the staffing with the qualifications required in this RFP through the term of the expected contract. Attach resumes of personnel (or/and subcontractors, if any) who will be providing the services. Consider the infrastructure trades specialists (engineering and/or architectural consultants) based on the trades applicable for the scope work for this project. Personnel/Trade specialist mechanical, electrical, architectural, structural, roofing systems specialist, civil and/or other qualifications per trades based on SOW.

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

Authorized representative signature

Date

Initials _____

14. APPENDIX B

POLICIES AND INSURANCE

Required Insurance for the project

RFP SP #DRO 24-011-2 / B00022

The required coverages must be endorsed in favor of the University of 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

For any project for which funding involves CDBG-DR funds, endorsements must include the following entities:

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
--	--	--

15. APPENDIX C

COST PROPOSAL

COST PROPOSAL

**RE: WATERPROOFING OF 10 BUILDINGS AT THE UNIVERSITY OF PUERTO RICO, RÍO
 PIEDRAS CAMPUS
 RFP #DRO 24-011-2 / B00022**

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		
PW 06512		
DI 156348 Building 020 Hogar Masónico		
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:		
Construction Documents	___ days	\$
Bidding and Negotiation	N/A	\$
Design Subtotal:	N/A	\$
Supervision:	___ months x \$_____ monthly	\$
BASIC SERVICES TOTAL*:		\$
Additional Services • As-Built	___ days	\$
Reimbursable Expenses**: For fees, stamps, and filing costs related to endorsements and permits from permit regulatory offices.	N/A	\$
_____ (\$_____)		
Write the total amount (Basic Services Total + As-Built + Reimbursable Expenses) in words and numbers.		
Additional SOW Fee %_____ (Design subtotal + Supervision) / Estimated Cost		

COST PROPOSAL		
PW 9501		
DI 158744 Nueva Escuela de Arquitectura & DI 158761 Edificio 180 Bellas Artes		
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:		
Construction Documents	____ days	\$
Bidding and Negotiation	N/A	\$
Design Subtotal:	N/A	\$
Supervision:	_____ months x \$_____ monthly	\$
BASIC SERVICES TOTAL*:		\$
Additional Services • As-Built	____ days	\$
Reimbursable Expenses**: For fees, stamps, and filing costs related to endorsements and permits from permit regulatory offices.	N/A	\$
_____ (\$ _____)		
Write the total amount (Basic Services Total + As-Built + Reimbursable Expenses) in words and numbers		
Additional SOW Fee %_____ (Design subtotal + Supervision) / Estimated Cost		

COST PROPOSAL		
PW 7482		
DI 158752 Edificio 197 Oficinas Administrativas, Baños y Canchas de Tennis		
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:		
Construction Documents	____ days	\$
Bidding and Negotiation	N/A	\$
Design Subtotal:	N/A	\$
Supervision:	_____ months x \$_____ monthly	\$
BASIC SERVICES TOTAL*:		\$
Additional Services • As-Built	____ days	\$
Reimbursable Expenses**: For fees, stamps, and filing costs related to endorsements and permits from permit regulatory offices.	N/A	\$
_____ (\$_____)		
Write the total amount (Basic Services Total + As-Built + Reimbursable Expenses) in words and numbers		
Additional SOW Fee %_____ (Design subtotal + Supervision) / Estimated Cost		

COST PROPOSAL		
PW 10485		
DI 158754 Edificio 199 Almacén y Canchas de Arena, DI 158753 Edificio 198 Pista Atlética y Gimnasio, DI 158762 Edificio 185 Enlace Cauce, 158700 Edificio 010 Casa Vigoreaux		
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:		
Construction Documents	____ days	\$
Bidding and Negotiation	N/A	\$
Design Subtotal:	N/A	\$
Supervision:	____ months x \$_____ monthly	\$
BASIC SERVICES TOTAL*:		\$
Additional Services • As-Built	____ days	\$
Reimbursable Expenses**: For fees, stamps, and filing costs related to endorsements and permits from permit regulatory offices.	N/A	\$
_____ (\$_____)		
Write the total amount (Basic Services Total + As-Built + Reimbursable Expenses) in words and numbers		
Additional SOW Fee %_____ (Design subtotal + Supervision) / Estimated Cost		

COST PROPOSAL		
PW 06367		
DI 158736 Edificio 160 Edificio Rivera		
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:		
Construction Documents	____ days	\$
Bidding and Negotiation	N/A	\$
Design Subtotal:	N/A	\$
Supervision:	____ months x \$ _____ monthly	\$
BASIC SERVICES TOTAL*:		\$
Additional Services • As-Built	____ days	\$
Reimbursable Expenses**: For fees, stamps, and filing costs related to endorsements and permits from permit regulatory offices.	N/A	\$
<div style="text-align: right; margin-bottom: 5px;">_____ (\$ _____)</div> Write the total amount (Basic Services Total + As-Built + Reimbursable Expenses) in words and numbers		
Additional SOW Fee % _____ (Design subtotal + Supervision) / Estimated Cost		

COST PROPOSAL		
PW 08359		
DI 158866 Edificio 037 Sistema de Retiro		
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:		
Construction Documents	____ days	\$
Bidding and Negotiation	N/A	\$
Design Subtotal:	N/A	\$
Supervision:	____ months x \$_____ monthly	\$
BASIC SERVICES TOTAL*:		\$
Additional Services • As-Built	____ days	\$
Reimbursable Expenses**: For fees, stamps, and filing costs related to endorsements and permits from permit regulatory offices.	N/A	\$
_____ (\$_____)		
Write the total amount (Basic Services Total + As-Built + Reimbursable Expenses) in words and numbers		
Additional SOW Fee %_____ (Design subtotal + Supervision) / Estimated Cost		

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

For other possible **Additional Services**, the UPR reserves the right to adjust these amounts for their convenience. These services will be approved after submitting the proposal and order to proceed by the University.

For PW's 06512, 09501, 709501,07482, 10485, and 06367 the UPR establishes an amount of **\$8,000.00** for other possible Additional Services. The total additional services amount includes **\$5,000.00 for lead and asbestos reports**.

For other possible Additional Services, it is requested to describe the possible specialized services required for the scope of this project:

Description of other possible Additional Services
Lead and asbestos reports

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

Fees for Professional Services	
	Fee per hour

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)

15. APPENDIX D

SCOPE OF WORK

I. SCOPE OF WORK:

Project # 91623	
PW# 6512	
156348 UPR Río Piedras Edificio 020 Hogar Masónico	
{00-002} Roofing System	
A.	Remediate asbestos mastic, replace, 5,852 SF BUR membrane, 1 ply roofing
B.	Remove, replace, exterior, antenna pole, 6 IN, galvanized steel, 16 LF long
406 HMP Scope	
Roof Mitigation (supplementary mitigation):	
	The Applicant has stated that hurricane wind and rainwater entered through the roofing system and caused extensive damage to the interior of “Hogar
	Masonico”. The Public Assistance (PA) repair Scope of Work includes the removal of 5,852 SF BUR membrane. Existing roof system was damage due to membrane detachment due to high winds up to 138 mph.
	1. Install 384 LF of peel-stop bar on roof edges to prevent uplift of flashing and roof membrane.

Project # 91475	
PW# 9501	
Damage #158744; UPR Río Piedras Edificio 179 Nuevo Edificio de Arquitectura	
{00-004} Roofing System, South Wing (Elevated area) (44 FT x 280 FT):	
	A. Remove and replace 12,320 SF of 3-ply asphalt built up roof
{00-005} Roofing System, South Wing (86 FT x 308 FT):	
	A. Remove and replace 2 each of roof vents, 4 IN diameter
	B. Remove and replace cooling water metal coated pipe insulation (2 EA x 10 LF), 20 LF
	C. Remove and replace 14,168 SF of 3 ply asphalt built up roof
{00-006} Roofing System, North Wing (55 FT x 356 FT):	
	A. Remove and replace 19,050 SF of 3-ply asphalt built up roof

{00-007} Roofing System, Corridors (26 FT x 60 FT + 50 FT x 60 FT):	
	A. Remove and replace 4,560 SF of 3-ply asphalt built up roof {00-
406 HMP Scope	
Roof Mitigation (supplementary mitigation):	
	Add an air barrier to 51,525 S.F. of Roof. This will greatly reduce the air interchange between the inside and outside of the building and help to keep water out, diminishing interior water and humidity related damages
Project # 91475	
158761 UPR Río Piedras Edificio 180 Bellas Artes	
{00-002} Roofing System:	
	A. Remove and replace 2 each of exhaust fan, 30 IN diameter ALU
	B. Remove and replace 2,930 SF of modified bitumen roof with granular surface
406 HMP Scope	
In order to prevent or reduce future damages from similar events, the applicant proposed the following mitigation measures:	
	1. Add an air barrier to 2,930 S.F. of Roof. This will greatly reduce the air interchange between the inside and outside of the building and help to keep water out, diminishing interior water and humidity related damages.

Project # 91377	
158752 UPR Río Piedras Edificio 197 Oficinas Administrativas, Baños y Canchas de Tenis	
{00-002} Roofing System	
	C. Remove and replace 100 SF of roof, rolled modified bitumen
406 HMP Scope	
	Building Exterior, 100 SF of roof, rolled modified bitumen , uplifted high winds, heavy rain, and flying debris and membrane integrity compromised by standing water.

Project #334109	
158700 UPR Río Piedras Edificio 010 Casa Vigoreaux	
{00-002} Roofing System:	
	Roof No.1 A. Remove and replace 697 SF of BUR membrane, 1 ply, in kind.
	Roof No. 2 A. Remove and replace 1,415 SF of BUR membrane, 1 ply, in kind
406 HMP Scope	
Additional membrane on roof	
	Apply an additional SBS bituminous membrane layer on 5,321 SF of concrete/metal deck roof to reinforce waterproofing system and prevent wind and water damages
Termination bar	
	Termination bar will help to prevent the roof membrane from being displaced. This will mitigate damages to the roof as well as subsequent damages to the interior from water infiltration.
Flashing	
	Install flashing at the joining section of roof and parapet to prevent the roof membrane from being displaced.
158754 UPR Río Piedras Edificio 199 EDFI Almacén y Canchas de Arena	
{00-002} Roofing system:	
	Remove and replace 468 SF of roof, BUR membrane.
406 HMP Scope	
Additional membrane on roof	
	Apply an additional SBS bituminous membrane layer on 468 SF of concrete/metal deck roof to reinforce waterproofing system and prevent wind and water damages.
Termination bar	
	Termination bar will help to prevent the roof membrane from being displaced. This will mitigate damages to the roof as well as subsequent damages to the interior from water infiltration.
Flashing	
	Install flashing at the joining section of roof and parapet to prevent the roof membrane from being displaced.

158762 UPR Río Piedras Edificio 185 Enlace-Cauce	
{00-002} Roofing system:	
	Remove and replace 108 SF of roof, BUR membrane.
406 HMP Scope	
	Additional membrane on roof Apply an additional SBS bituminous membrane layer on 108 SF of concrete/metal deck roof to reinforce waterproofing system and prevent wind and water damages.
	Termination bar Termination bar will help to prevent the roof membrane from being displaced. This will mitigate damages to the roof as well as subsequent damages to the interior from water infiltration.

Project # 91382	
158736 UPR Río Piedras Edificio 160 Edificio Rivera	
{00-002} Roofing System:	
	H. Remove and Replace in kind, 5,660 SF of roofing. See Scope Note #3
	I. Remove and Replace in kind, 340 SF of roofing. See Scope Note #3
	J. Remove and Replace in kind, 1 each of vent boot cap.
406 HMP SCOPE	
	<p>Cap Flashing: Cap Flashing: When replacing the existing waterproof system, add a aluminum cap flashing, mill finish, including up to 4 bends, at the perimeter of the building to protect the water proofing membrane. This measure will help the waterproof system tolerate high wind pressure expected during a similar event by anchoring the edges of the membrane Place 2 ft wide aluminum cap flashing, anchored with with galvanized screws both sides ever 8 inches. 460 LF of parapet wall</p>
	<p>Cap Flashing: Cap Flashing: When replacing the existing waterproof system, add a aluminum cap flashing,</p>

	<p>mill finish, including up to 4 bends, at the perimeter of the building to protect the water proofing membrane. This measure will help the waterproof system tolerate high wind pressure expected during a similar event by anchoring the edges of the membrane Place 2 ft wide aluminum cap flashing, anchored with with galvanized screws both sides ever 8 inches. 28 LF of parapet wall</p>
	<p>A. Termination Bar:</p>
	<p>Termination Bar: Place Aluminum, termination bar along membrane perimeter. Place as close to edge of membrane as is permissible but no closer than 2 inches. 1 inch wide bar with 2 inch galvanized anchors placed every 8 inches. 460 LF + 10LF = 470 LF</p>
	<p>A. Termination Bar: Termination Bar: Place Aluminum, termination bar along membrane perimeter. Place as close to edge of membrane as is permissible but no closer than 2 inches. 1 inch wide bar with 2 inch galvanized anchors placed every 8 inches. 28 LF + 10LF = 38 LF</p>
	<p>A. Additional Roof Membrane: Additional Roof Membrane: In order to add additional protection to roof membrane and protect against water infiltration applicant will add an additional membrane layer to the built up roof system during repair. Add an additional SBS modified bituminous membrane to built up roof system. 340 SF Total</p>
	<p>A. Additional Roof Membrane: Additional Roof Membrane: In order to add additional protection to roof membrane and protect against water infiltration applicant will add an additional membrane layer to the built up roof system during repair. Add an additional SBS modified bituminous membrane to built up roof system. 5600 SF Total</p>

END OF DOCUMENT