UNIVERSITY OF PUERTO RICO CENTRAL ADMINISTRATION NOTICE OF REQUEST FOR PROPOSAL RFP #DRO 25-012 / B00012 **DESIGN AND SUPERVISION SERVICES**

Timeline:

RFP publication date:

August 21, 2024.

Site visit (Not Compulsory)

August 28, 2024, Time: 10:00 am Location: Dean Administration Office

Coordinates: 18.118825, -66.161309

Deadline for Request

for Information by email:

September 4, 2024, Time: on or before 4:30pm.

Response for Request

for Information by email:

September 11, 2024, Time: on or before 4:30pm.

The proposal must be submitted by email on or before 11:59pm (AST) on September 25, 2024. Address the indicated contacts in Section II (Mr. Julio Collazo Rivera, attention to Arch. Alejandro Argüelles and Eng. Eliezer Collazo Ortiz). The University of Puerto Rico (UPR) will accept offers via email in digital PDF format at uprrecovery.rfp@upr.edu.



The UPR is working towards its recovery, which requires the issuance of this Request for Proposal for Design and Supervision Services for the UPR Recovery Project B00012-DRO-11-2023-Reconditioning and Repairs of 3 Buildings at UPR Cayey, University of Puerto Rico. The purpose of this RFP is to request and receive proposals from qualified Architecture and Engineering firms Fisico e for the development of all design documents: Basis of Design, detail design, specifications, cost estimates, schedules, scopes of work, bidding phase, and other required documentation for the compliance of the requirements of FEMA and PRDOH/CDBG-DR Non-Federal Match Program. The awarded firm or professional will also provide services of oversight and coordination for the execution of a complete comprehensive project.

The project will be on UPR Cayey Campus. The project is divided into 2 PW or 3 building (DI) that includes the Museo Dr. Pio Lopez Martínez, Nuevo Edificio de Ciencias, and Biblioteca Victor M. Pons which the awarded firm will provide oversight services and coordination for the execution of the project. Proponents will be working on the respective scope of work, as stated by FEMA and must explain in detail how they will be able to provide the required services and achieve the expected results, while in compliance with FEMA and PRDOH/CDBG-DR Non-Federal Match Program requirements. Review and verification through the site area of FEMA's Scope of Work (the "SOW") and the proposed strategy is required, as well as the development of a detailed SOW (based exclusively in the FEMA SOW of hurricane damages provided) with current industry construction costs for the repair, and in compliance with applicable actual codes and regulations. The project considers several construction tasks that will restore the facilities to their pre-disaster design, function, and capacity, including mitigation tasks as recommended by FEMA. All work to be performed must be within the existing footprint. Some works include mitigation measures and code compliance measures as recommended by FEMA in the respective scope of work for each building. Due to the building's year of construction, it may be necessary lead or asbestos inventories, abatement specifications to define the hazardous materials SOW in relation with the scope of the damages to be repaired.

The UPR is an equal opportunity employer and does not discriminate as to sex, gender or sexual identity, race, age, national origin, religious creed, civil status, war veterans, handicap or Jardin Botánico Sur disable status. The UPR reserves the right to reject any or all proposals and to award the auction under the conditions it deems most convenient to the interests of the UPR, regardless of the 00928-1117 amount of the bids or to cancel the auction award at any time before the contract is signed.

1187 Calle Flamboyán San Juan PR Tel 787-250-0000

Julio A. Collazo Rivera, Director

REQUEST FOR PROPOSALS FOR:

DESING AND SUPERVISION SERVICES FOR

Project Number: B00012-DRO-11-2023-CAY

Project Title: RECONDITIONING AND REPAIRS OF 3 BUILDINGS

AT THE UNIVERSITY OF PUERTO RICO, CAYEY CAMPUS

RFP #DRO 25-012 / B00012



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1. BACKGROUND AND PURPOSE

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

The UPR is working towards its recovery, which requires the issuance of this Request for Proposal (the "RFP") for Design and Supervision Services for the UPR Recovery Project: B00012-DRO-11-2023-Reconditioning and Repairs of 3 Buildings at UPR Cayey, University of Puerto Rico, ("The Project"). This Program is \$1,140,815,054.59 which 90% (\$1,026,733,549.92) funded by FEMA and 10% matching funds of CDBG-DR Non-Federal Match Program and institutional funds. The purpose of this RFP is to request and receive proposals from qualified Architecture and Engineering firms for the assessment of building's current conditions and needs and the development of all design documents: As-Built, Programming, Basis of Design, Design Phases, Specialized Studies, Specifications, Cost Estimates, Schedules, Execution Logistic Plan, Permits, assistance in bidding phase and any other required documentation for the compliance of the requirements of FEMA and PRDOH/CDBG-DR Non-Federal Match Program, including but not limited to FEMA scope alignment and alternative procedure documentation as needed. The awarded firm or professional will also provide services of oversight and coordination for the execution of a complete comprehensive project.

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

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

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2. CONTACT AND TIMELINE

The RFP shall be sent and addressed to:

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

Attention to:

Arch. Alejandro Argüelles, Director Eng. Eliezer Collazo Ortiz, Field Operation Manager's Disaster Recovery Office

University of Puerto Rico Jardín Botánico Sur 1187, calle Flamboyán Río Piedras, Puerto Rico 00926-1117 Tel. (787) 250-0000, Ext. 5099

E-mail: uprrecovery.rfp@upr.edu

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

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

Receipt registration must include the following information:

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

Performance Evaluation

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

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3. TIMELINE AND SUBMISSION DATE

Description	Date
RFP publication	August 21, 2024.
Site Visit (Not compulsory): Location (18.118825, -6.161309). Deans Administration Office. Be advised that interested proponents must register via email. Please provide the complete company name, representative's name, and email.	August 28, 2024 Time: 10:00am
Deadline for Request for Information (RFI) by email	September 4, 2024, Time: on or before 4:30pm Atlantic Standard Time (AST)
Response for Request for Information by email	September 11, 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. Carlos Hiraldo)	September 25, 2024, Time: on or before 11:59pm Atlantic Standard Time (AST).
Award Notification	December 2024
Execution of Agreement	January 2025

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 will be on UPR Cayey Campus. The project is divided into 2 PW or 3 building (DI) that includes the Museo Dr. Pio Lopez Martínez, Nuevo Edificio de Ciencias, and Biblioteca Victor M. Pons which the awarded firm will provide oversight services and coordination for the execution of the project. Proponents will be working on the respective scope of work, as stated by FEMA and must explain in detail how they will be able to provide the required services and achieve the expected results, while in compliance with FEMA and PRDOH/CDBG-DR Non-Federal Match Program requirements. Review and verification through the site area of FEMA's Scope of Work (the "SOW") and the proposed strategy is required, as well as the development of a detailed SOW (based exclusively in the FEMA SOW of hurricane damages provided) with current industry construction costs for the repair, and in compliance with applicable actual codes and regulations.

The design scope will be executed once the Awarded Proponent has its contract. The priorities will be defined with UPR Cayey and the Disaster Recovery Office. As part of the development, the A/E firm evaluates and develops the design package that considers:

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

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

This RFP has the objective of developing the permanent works (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.

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

5. SERVICES

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

5.1 ALTERNATIVE PROCEDURES SERVICES RELATED TO FEMA'S SOW

- **5.1.1** The Alternative Procedures shall be developed per the Public Assistance Program and Policy Guide (PAPPG) V3.1 2018, Chapter 2, section VII.G (Capped Projects). Alternative Procedures consist of the following projects:
 - a. Improved
 - b. Consolidated
 - c. Alternate
 - d. Share funds
 - e. Excess funds
- **5.1.2** The scope of work includes, but is not limited, to the following:
 - 1. Review, evaluation, and familiarization with the projects that are part of the Alternative Procedures.
 - 2. Develop and prepare a turnover package (TOP) for submission to COR3 and FEMA. The TOP shall include, but is not limited, to the following:
 - a. Transmittal letter.
 - b. Project narrative -Description with cost effectiveness and benefits of the Alternative Procedure project and Mitigation proposal resiliency.
 - c. FEMA requested forms per the PAPPG guidelines.
 - d. Schematic design
 - e. New scope of work alignment with cost.
 - f. Possible mitigation measures proposal to be transferred from original project to the alternate.
 - g. Detailed Cost estimates.
 - h. Schedule.
 - i. Applicable permits for each turnover package.
 - j. Development and submission of any required document as stated by the PAPPG and the Alternative Procedures guidelines.
- **5.1.3** The selected proponent shall be available to meet with FEMA and COR3 as part of the development and submission of the TOP for Alternative Procedure.

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5.1.4 The selected proponent shall respond to any requests for information (RFI) from FEMA and COR3 derived of the process of evaluation and selection for this RFP. Qualified firms or individuals should have experience in historic restoration/rehabilitation design and engineering services (mechanical, civil, structural, electrical, roof waterproofing specialist, cost estimator, vertical communication (elevator) engineer, historic buildings consultant) that are necessary for the reconstruction of these facilities. The UPR's goal is to receive the highest level of quality that aligns with its needs at the lowest reasonable price from an experienced and qualified firm.

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

5.2 SERVICES RELATED TO FEMA'S SOW

- 5.2.1 The provided SOW serves as fundamental base for the development of a final detailed SOW. This final detailed SOW is required for submission to FEMA as part of the schematic design phase, for the purpose of Scope of Work Alignment. The UPR will provide guidelines for roof design. The awarded proponent will be responsible for the design following such guidelines and for preparing cost estimates for the mentioned SOW and any additional SOW as required by UPR for compliance with all internal and FEMA procedures. In addition, the awarded proponent shall perform technical assessments of existing roof conditions, technical specifications, including but not limited to infrared photography; uplift test; cores; materials; roof elements, including equipment, and existing roof perforations to be included as part of the as built. These plans and other documents will comply with the above requirements and must be submitted to the UPR for consideration and approval.
- 5.2.2 The Awarded Proponent is responsible for verifying the SOW, Method of Repair (MOR), Bipartisan Budget Act of 2018, Pub. L. No. 115-123, § 20601, 132 Stat. 64 (2018) approved work included in this document. The Campus Liaison will coordinate the visit as soon as possible.
- 5.2.3 The Project shall comply with FEMA's requirements for Category E Permanent Work as stated in the Public Assistance Program and Policy Guide FP104-009-2/April 2018 and Puerto Rico's construction laws, regulations, and codes.
- **5.2.4** The Awarded Proponent is responsible for notifying the UPR's representative in case of any change that may affect the primary SOW.
- **5.2.5** As part of the design and supervision services to be provided, the Awarded Proponent will serve as a consultant in all matters related, constituting an advisory resource for the UPR in the plans, strategies, and actions referred

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and/or requested by the President or his authorized representative, COR3 or FEMA, and will be available to complete said requests and attend the meetings that the UPR deems necessary.

- 5.2.6 The Awarded Proponent will evaluate the 406 Hazard Mitigation proposed by FEMA and determine if it's viable or if there are better proposal measures to provide Hazard Mitigation to the facility. In case of a change, the awarded proponent, in coordination with the UPR's representative, will prepare a Hazard Mitigation proposal for submission to FEMA for its corresponding approval.
- 5.2.7 The Awarded Proponent will work as a representative of the UPR during the development of the Project. The personnel designated by the Awarded Proponent to oversee the project must be authorized and licensed to exercise the professions of engineering and/or architecture in Puerto Rico and must be a bona fide member of the Professional College of Engineers and Land Surveyors of Puerto Rico or the Architects and Landscape Architects Association of Puerto Rico with the corresponding membership fee payment up to date.
- 5.2.8 As part of the Basic Services the Awarded Proponent will have the responsibility related to the preparation, processing, and obtaining all the endorsements and permits required for the Project. This includes the responsibility of evaluating and determining the applicable permits to the Project and undertaking all necessary actions to ensure compliance with both state and federal agencies. These efforts will not constitute additional services but will be integral to the basic services provided. The costs associated with submitting the endorsements, engaging technical consultants, and/or acquiring permits from the relevant agencies will be included as part of the reimbursable expenses.

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

Unless covered under the definition of Basic Services, all services that deviate from the generally accepted architecture/engineering practices will be considered as additional services. Specifically, this refers to services

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beyond those described in the contract, which the UPR will approve in writing, and within the budget allocated for these services.

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

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

6. COST PROPOSAL

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

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

7. REQUIRED DOCUMENTS FOR THE SUBMISSION OF THE PROPOSAL General Instructions

The evaluation and selection of a proposal will be based on the information submitted as required in this RFP. Additional information may be required upon interviews, if conducted. Proponents should respond clearly and completely to all requirements. Failure to respond to each of the requirements in the RFP will be grounds for disqualification. Disqualified proponents will not be considered by the Evaluation Committee. The proponent must carefully examine the RFP documents and submit Appendix E as required. The submission of a proposal by a proponent will be considered evidence that it has read, understands, and accepts these requirements. The proponent must understand that any study or information presented is provided in good faith, with the purpose of offering access to the same information that the UPR obtained. Said information or studies must be supplemented by personal research and interpretation to be judged by the bidders. It is the responsibility of the proponents, not the UPR, any misinterpretation of the information presented.

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

Mandatory requirements, Proposal Preparation, and Submission

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

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

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

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

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

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

Appendix E – Response Checklist - Before signing and submitting the proposal for this Project, interested proponents should carefully review and fill the Appendix E – Response Checklist. Response checklist must represent the reality of submitted documents. If a proponent fails to submit documentation as indicated in the Response Checklist, the proponent will be automatically disqualified from consideration. No exceptions will be made to this requirement.

Request for Information (RFI)

An RFI or clarification shall be addressed by email to: uprrecovery.rfp@upr.edu on or before the date established in this document and must reference this specific RFP (RFP #DRO 25-012 / B00012) in the subject line of the email. No telephone inquiries will be allowed. No further questions will be allowed after the established date. No questions will be accepted after the deadline provided in the above schedule, subject to any amendment to the same duly notified.

Any interpretations, correctios, or changes to this RFP will be made by addendum. Any changes to specifications will be made in writing and delivered to proponents that register receipt of this RFP at uprrecovery.rfp@upr.edu. Proponents shall acknowledge receipt of the addenda on Appendix D – Cost Proposal.

8. UPR RESPONSIBILITIES

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

 All the available information considered necessary for the Project execution.

9. COMPENSATION FOR DESIGN AND SUPERVISION SERVICES AND PAYMENT METHOD

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

For the performance of the <u>DESIGN PHASE</u>, **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.

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

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

10. PROPOSAL SCORING AND EVALUATION CRITERIA

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

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

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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. The UPR may call said entities. (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, civil, specialist roof consultant and/or other qualifications per trades based on SOW.

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

- A minimum of three (3) references of the Proponent (as Prime Contractor) to which similar services have been provided within the past five years of a comparable sized institution or company, offering for each a summary of the work performed and how it relates to the scope of work under this RFP. Each reference should include a point of contact name, their title, name of the organization they represent, and their phone and e-mail information so that they may be contacted by the UPR or its designee(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 additional reference to those minimally required.

Cost Proposal (up to 30 points) – Refer to Appendix D – Cost Proposal

- Proponent with lower proposal (30 points), all other proposals receive a
 percentage of the point available based on their cost relationship to the lowest
 with the following formula: (Lowest Cost Proposal / (Cost Proposal being
 evaluated) x Total Cost Proposal Points. The final score will be rounded to the
 nearest whole number.
- The Additional Services and Reimbursable Expenses amounts will not be considered for the formula calculation.

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

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

Preference of 5 points for Section 3 Business Concern and MWBE

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

- Percentage owned by Section 3 residents: or
- Has permanent, full time employees at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- Has subcontracted, or has a commitment to sub-contract, in excess of 25 percent of the total dollar award of all sub-contracts to be awarded to

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1 490		O1	<i>J 1</i>

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/
- o https://cdbg-dr.pr.gov/download/politica-sobre-seccion-3/
- o https://cdbg-dr.pr.gov/en/download/mwbe-policy
- o 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	85
Section 3 Business concerns and MWBE	5
Total	90

11. FINAL EVALUATION

The UPR will review all Proposals summitted 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 <u>uprrecovery.rfp@upr.edu</u>.

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.

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

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

14. BLACKOUT PERIOD

14.1. Definition of Blackout Period

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

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

In the event a prospective Contractor may also be a current UPR contractor, UPR employees and the prospective Proponent may contact each other with respect to their existing contract and duties only. Under no circumstances UPR employees or current contractors may discuss this RFP or corresponding procurement process or status. Any bidder, Proponent, or UPR contractor who violates the blackout period may be excluded from the awarding contract and/or may be liable to the UPR in

damages and/or subject to any other remedy allowed under law, including but not limited to a ban in participating in any procurements issued by or for the UPR, or any entity of the Government of Puerto Rico, for a period of ten (10) years, if it is determined that such action results in violation of the Anticorruption Code, Puerto Rico Act 2-2018.

14.2. Other Prohibited Communications

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

15. UPR DISCLAIMERS

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

15.1. Equal Employment Opportunity and Non-Discrimination

15.1.1. The awarded proponent and authorized subcontractors must comply with the Executive Order 11246 titled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41CFR Part 60). In addition, the awarded proponent will not discriminate on account of sex, gender, gender identity, sexual orientation, age, race, color, national origin or social condition, physical or mental impairment, political or religious believes, 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

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- Ethics of Puerto Rico," Law No. 1 of January 3, 2012, as amended, and all applicable local, state, and federal laws and regulations. The UPR will determine if the interested proponent will be disqualified for conflict of interest, or if a waiver from the Government Ethics Office will be sufficient to remediate said appearance of conflict of interest. If an interested proponent fails to provide accurate information, the UPR reserves the right to disqualify the proponent outright or cancel the award, if already granted.
- 15.2.3. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. The purpose of this prohibition is to ensure, at a minimum, that employees involved in the award and administration of contracts are free of undisclosed personal or organizational conflicts of interest—both in fact and appearance (2 C.F.R. § 200.318(c)(2).
- 15.2.4. The Proponent shall notify the UPR as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (2013) (or 84.42 (2013), if applicable). The Proponent shall explain the actual or potential conflict in writing in sufficient detail so that the UPR can assess it.
- 15.2.5. In the event of real or apparent conflicts of interest, the UPR reserves the right, in its best interest and at its sole discretion, to reject a proposal(s) outright or to impose additional conditions upon the Proponents. The Proponent shall accept any reasonable conflict mitigation strategy employed by the UPR, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. The UPR reserves the right to cancel any contract awarded pursuant to this RFP with 30 days' notice if an actual conflict of interest, or the appearance of such conflict, is not cured to UPR's satisfaction.
 - 15.2.5.1. A real conflict of interest arises when an employee, officer, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the aforementioned individuals, has a financial or other interest or a tangible personal benefit from a firm considered for a contract.
 - 15.2.5.2. An apparent conflict of interest is an existing situation or relationship that creates the appearance that an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
 - 15.2.5.3. Although the term "financial interest" is not defined or otherwise described in the Uniform Rules, a financial interest can be considered to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties

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- as a result of the particular procurement. The prohibited financial interest may arise from:
- 15.2.5.3.1. Ownership of certain financial instruments or investments like stock, bonds, or real Estate.
- 15.2.5.3.2. A salary, indebtedness, job offer, or similar interest that might be affected by the procurement.

15.3. Proponent's Error and Omissions

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

15.4. Cost analysis for proposal; Proponent's Responsibility

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

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

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

15.6. Proponent's Expenses

15.6.1. Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the UPR, if any. The UPR will not be liable to any Respondent for any claims, costs, or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Agreement, or any other matter whatsoever.

15.7. Selection of proposal in best interest of the UPR

15.7.1. Notwithstanding the selection criteria set forth in the RFP, if determined by the UPR to be in its best interest, the UPR reserves the right to request further

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information, negotiation, and select a Proposal(s) that, in its sole judgment, is consistent with, and responsive to the goals of its recovery plan, irrespective of whether it is the apparent lowest-priced Proposal.

15.8. Number of Awards

15.8.1. At the sole discretion of the UPR and based upon the breadth and experience of Proponent to this RFP, or other factors considered in its best interests, the UPR may award contracts to more than one proponent and award any vendor one or more steps or task orders per contract. In such case, proponents acknowledge and accept that UPR reserves the right, in its absolute discretion, to further negotiate the terms and conditions of their Proposals and to withdraw an award(s) if an agreement acceptable to the UPR is not reached, notwithstanding the Proponents' submission of Best and Final Offers ("BAFOs").

15.9. Withdrawal Proposals

15.9.1. A proponent may withdraw a Proposal at any time up to the date and time that the contract is awarded. The withdrawal must be submitted in writing to the RFP Coordinator. Absent a full withdrawal, Proponent must certify in the transmittal letter that its Proposal, including the submitted cost proposal and pricing, will be valid for one hundred twenty (120) days from UPR's receipt.

15.10. SAM Registration

15.10.1. SAM registration and annual renewal is a contract requirement. Proponents in the process of registering and/or renewing their SAM can participate in this RFP, however, if SAM registration and/or renewal process is not done by the time of award, your proposal may be rejected for not meeting federal procurement requirements.

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

- 15.11.1. The selection of any proposal for contract negotiation shall not imply acceptance by the UPR of all terms of the proposal, which may be subject to further negotiation and approvals before the UPR may be legally bound thereby.
- 15.11.2. Issuance of this RFP does not constitute a commitment by the UPR to award a contract. None of the participants in this RFP process have any acquired proprietary rights. The execution of a contract will be subject to the government contracting process, all approvals required by law, including the FOMB if applicable. The UPR will not have any binding obligation, duties, or commitments to the Selected Proponent(s) until and unless a contract has been duly executed and delivered by the UPR after approval by the President. If the UPR is unable to negotiate a mutually satisfactory agreement with the Selected Proponent(s), it may, in its sole discretion, negotiate with the next highest-ranked Proponent(s) or cancel and reissue a new RFP. The

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UPR reserves the right to accept or reject, in whole or in part, all Proposals submitted and/or cancel this RFP and/or reissue this RFP or another version of it, at any time prior to the execution of a contract, if it determines, in its absolute discretion, that doing so is in its best interests. If any or all proposals are rejected, the UPR reserves the right to re-solicit proposals.

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

15.12. Ownership of Proposals

15.12.1. All documents, including Proposals submitted to the UPR, become the property of the UPR. Selection or rejection of a Proposal does not affect this provision.

15.13. Confidentiality of Proposals

The UPR shall have no obligation to treat any information submitted 15.13.1. in connection with a Proposal as proprietary or confidential unless (i) the Proponent so identifies such information in its Proposal as proprietary or confidential, and (ii) the UPR determines that the information is proprietary or a trade secret and legitimately requires such treatment or that it must otherwise be protected from publication according to law. The UPR obligations with respect to protection and disclosure of such information shall always be subject to applicable law. If the Proponent desires to identify any information in its Proposal as proprietary or confidential, it shall limit such designation to only those particular portions of the Proposal that actually constitute proprietary information, trade secrets, or other confidential matters or data. Identification of the entire Proposal or entire sections of the Proposal or other overly broad designations as confidential or proprietary are strongly discouraged and may result in the Proposal being deemed unresponsive. The UPR shall have the right to use all portions of the Proposal, other than those portions identified and marked as confidential or proprietary, as it considers necessary or desirable in connection with this RFP; and, by the submission of the Proposal, the Proponent thereby grants to the UPR an unrestricted license to use such unrestricted portions of the Proposal.

15.14. Collection and Use of Personal Information

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

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the UPR for the purposes set out in the RFP. The UPR may, at any time, request the original consents or copies of the original consents from Respondents, and upon such request being made, Respondents will immediately supply such originals or copies to the UPR.

15.15. RFP and Proposal as Part of Agreement

15.15.1. This RFP, as well as any related solicitation documents such as Addenda and Questions & Answers, and the selected Proponent's Proposal will become part of any contract between the UPR and the Respondent. If the terms of the RFP and related documents or Proposal conflict with the contract, the contract terms shall control.

15.16. Non-Assignment

15.16.1. The successful proponent obligation under the contract shall not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the UPR.

15.17. Causes for Disqualification

- 15.17.1. Failure to submit the proposal on or before the date and time deadline indicated in this RFP.
- 15.17.2. Failure to submit a fully completed proposal may be deemed nonresponsive.
- 15.17.3. Failure to submit appendix, form, certification, or required document may be ground for disqualification.
- 15.17.4. Any unauthorized ex-parte communication with UPR officials, employees, consultants or advisers, or any other unauthorized person, regarding this Project may be grounds for disqualification.
- 15.17.5. Failure to register via email will result in automatic disqualification.
- 15.17.6. As indicated in **Section 7** of this RFP, before signing and submitting the proposal for this Project, interested proponents must submit Appendix E Response Checklist. Response checklist must represent the reality of submitted documents. If a proponent fails to submit documentation as indicated in the Response Checklist, the proponent will be automatically disqualified from consideration. No exceptions will be made to this requirement.

15.18. Performance Evaluation

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

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can be used to identify areas for improvement and optimize the procurement process in the future, enabling the contractor and the University to learn from past experiences and enhance its practices for better outcomes.

15.19. No Bid

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

15.20. Sub-Contracts or Consultants of the Awarded Proponent

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

16. REQUIRED DOCUMENTS FOR THE SIGNING OF THE CONTRACT

In addition of the above requirements, it is required that **before** the signing of the contract, the **successful proponent** provides all the documents listed below within **ten** (10) calendar days of selection. These documents are essential requirements, the UPR reserves the right to cancel the award and/or RFP if the awarded proponent does not comply with the aforementioned term to submit documents:

Certificate of Ethics (will be provided)
2. Authorization Form for Electronic Payment (will be provided)
3. Provide a Unique Entity Identifier (UEI) number; be registered and active in the
System for Award Management SAM.GOV.
4. Section 3 Plan - Click on link
5. MWBE Utilization Plan - Click on link
6. Policies and Insurances – See Appendix C
7. Government ID, a color copy of the engineer's or architect's professional ID
(identificación de colegiación) and a copy of the Department of State License to
practice the profession.
8. Legal Entity Certification - Circular Letter No. 013-2021 of the Management and
Budget Office (OGP). (Will be provided)
9. Eligibility Certification of the Unique Registry of Professional Service Providers
(RUP) from the General Services Administration (ASG) may be accepted. If
proponent doesn't have a valid RUP, provide the following documents:
☐ Certificate of Good Standing from the State Department.
 Department of State Certificate of Incorporation.
Doparition of state confined to incorporation.

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Initials _____

RFP for Design and Supervision/ FEMA/CDBG Projects - RFP #DRO 24-012 / B00012 RECONDITIONING AND REPAIRS OF 3 BUILDINGS AT UPR CAYEY

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 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

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

BUSINESS AND TECHNICAL ORGANIZATION.

Initials _____

Bidder may use additional space to complete required information.

I. PERMANENT PLACE OF BUSII	NESS
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A. Name of Bidder:
B. Mailing Address:
C. City and Zip Code:
D. Physical Address:
E. City and Zip Code:
F. Telephone No:
1. 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				

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Initials	

V. EXECUTIVE SUMMARY

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

VI. 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 and supervisor of the work. The UPR may call said 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.

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RECONDITIONING AND REPAIRS OF 3 BUILDINGS AT UPR CAYEY
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, civil, specialist roofing consultant and/or other qualifications per trades based on SOW.
I, <u>(Representative's Name)</u> of <u>(Name of Organization)</u> certified that the answer to this foregoing questions and all statement therein contained are true and
correct.

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Date

Authorized representative signature

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.

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RFP for Design and Supervision/ FEMA/CDBG Projects - RFP #DRO 24-012 / B00012 RECONDITIONING AND REPAIRS OF 3 BUILDINGS AT UPR CAYEY

1. LOBBYING CERTIFICATION RFP #25-012 / B00012

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Please check appropriate box:

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

or

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

Executed this ____day of ______, 20______

by_______

(Type or Print Name) (Title of Executing Official)

(Signature of Executing Official) (Name of organization/applicant)

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RFP for Design and Supervision/ FEMA/CDBG Projects - RFP #DRO 24-012 / B00012 RECONDITIONING AND REPAIRS OF 3 BUILDINGS AT UPR CAYEY



2. NON-CONFLICT OF INTEREST CERTIFICATION ON EXISTING OR PENDING CONTRACTS

Request for Proposal (RFP)
Design and Supervision Services
Community Development Block Grant – Disaster Recovery
Universidad de Puerto Rico
RFP #25-012 / B00012

l,			, of	legal	age,	of	marital	status
(married/single)	, and a re	sident of $_$, have	e been
designated	as	the	authorized		repre	sent	ative	of
				_ ("the	Propo	ser") for the	Design
and Supervision	Services /	RFP #25-01	2 / B00012 prod	cureme	ent pro	cess	("Procur	ement
Process"). In suc	ch regard.	Lhereby ce	ertify that:					

- 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.
- The Proposer will disclose to the Procuring Entity any relevant information of an apparent, potential, or actual conflict of interest that may appear to exist regardless of their opinion that such information would not impair their objectivity.
- 3. As per 2 C.F.R. § 200.318(c)(1), a conflict of interest would arise when "the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract". Therefore, I understand that conflicts of interests may arise in, but not limited to, the following situations:
 - a) **Unequal access to information.** A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract for disaster recovery services in Puerto Rico.
 - b) **Biased ground rules.** A potential contractor, subcontractor, employee, or consultant has worked with a government contract or program with the basic structure or ground rules of another government contract for disaster recovery services in Puerto Rico.
 - c) **Impaired objectivity.** A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial interests, or others, that would impair, or give the appearance of impairing, impartial judgment in

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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		

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3. LIMITED DENIAL OF PARTICIPATION (LDP)/SUSPENSION OR DEBARMENT STATUS AFFIDAVIT

Request for Proposal (RFP) Design and Supervision Services Community Development Block Grant – Disaster Recovery Universidad de Puerto Rico RFP #25-012 / B00012

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 A	Authorized)
		(Position)	
		1 /	
Affidavit No		(
			,, th
Subscribed and swo	orn to before me	e in the city of	,, th of lega
Subscribed and swo	orn to before me 	e in the city of	
Subscribed and swo	orn to before me , 20 (civil status),	e in the city of	of legal of legal of legal and
Subscribed and swo age, resident of	orn to before me , 20 (civil status),	e in the city of , by ,, in	of lega
Subscribed and swo age, resident of	orn to before me , 20 (civil status),	e in the city of , by ,, in of Proposer, who I	of legaler of le
Subscribed and swo	orn to before me , 20 (civil status),	e in the city of , by ,, in of Proposer, who I	of legaler of le

19. APPENDIX C POLICIES AND INSURANCE

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Required Insurance for the project RFP #25-012 / B00012

The required covers 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 includes CDBG-DR funds, endorsements must include the following entities:

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

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20. APPENDIX D COST PROPOSAL

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COST PROPOSAL

RE: Reconditioning and Repair of 3 Buildings at University of Puerto Rico, Cayey Campus

RFP #DRO 25-012 / B00012

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.

PW #06430 MUPR084 Cayey PH Group 07
DI153062 Building 170 Museo Dr. Pío López Martínez (1-70)

		_ (- , -)
Estimated Construction Cost for the propo	sed development:	\$
(required)		
Professional design and supervision fees h	· · · · · · · · · · · · · · · · · · ·	ed based on the
estimated construction cost mention abor	ve:	
PHASE	TIME	FEE
Basic Serv	vices:	
Assessment and Scope of Work Alignment (Validates the damages, preliminary plans and cost estimate, development of the scope alignment and/or improved project strategy for submit to FEMA/COR3.)	days	\$
Construction Documents	days	\$
Bidding and Negotiation	N/A	\$
Design Subtotal:	N/A	\$
Supervision:	months x \$ monthly	\$
Basic Services TOTAL*:		\$
Additional Services: • As-Built	days	\$
Total (Basic services total + As-Built). Write the	total amount in word	(\$) s and numbers.
Additional SOW Fee % (Design subto	rtal + 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.

Reimbursable Expenses:

The University of Puerto Rico establishes an amount of \$3,000.00 for reimbursables expenses for fees, stamps, and filing costs related to endorsements and permits from permit regulatory offices.

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. These refunds will be settled at the actual cost incurred, no surcharges, commissions, or management fees will be paid.

Other Possible Additional Services:

It is requested to describe the possible Additional Services required for the scope of this project:

Description of the possible Additional Services
Lead and Asbestos sampling

The UPR establishes an amount of \$5,000.00 for Additional Services. The total additional services amount includes lead and asbestos sampling. The UPR reserves the right to adjust the Additional Services. Please refer to Section 5.2.8 for additional information regarding additional services for this RFP and resulting contract.

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COST PROPOSAL

PW #08001 - MUPR255 Cayey PH Group 08

DI153069 Building 181 Nuevo Edificio de Ciencias / DI153056 Building Building 140 Biblioteca Víctor M. Pons (1-49)

Estimated Construction Cost for the proposed development: \$______(required)

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

vices:	
davs	
days	\$
days	\$
N/A	\$
N/A	\$
months x \$ monthly	\$
	\$
days	\$
	(\$)
+ As-Built) in words o	and numbers
l + Supervision) / Estim	nated Cost
1	N/A N/A Months x monthly and days As-Built) in words of

^{*}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.

Reimbursable Expenses:

The University of Puerto Rico establishes an amount of \$15,000.00 for reimbursables expenses for fees, stamps, and filing costs related to endorsements and permits from permit regulatory offices.

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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. These refunds will be settled at the actual cost incurred, no surcharges, commissions, or management fees will be paid.

Other Possible Additional Services:

It is requested to describe the possible Additional Services required for the scope of this project:

Description of the possible Additional Services
Lead and Asbestos sampling

The UPR establishes an amount of \$20,000.00 for Additional Services. The total additional services amount includes lead and asbestos sampling. The UPR reserves the right to adjust the Additional Services. Please refer to Section 5.2.8 for additional information regarding additional services for this RFP and resulting contract.

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

Fees for Professional Services		
	Fee per hour	

The proponent acknowledges the receipt of the following **addenda** and, unless otherwise specified, accepts that changes required in these Addenda are included in the Proposal:

Addendum No. 1– Description: _	
Date	

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RFP for Design and Supervision/ FEMA/CDBG Projects - RFP #DRO 24-012 / B00012 RECONDITIONING AND REPAIRS OF 3 BUILDINGS AT UPR CAYEY

Addendum No. 2– [Description:
Date	
Addendum No. 3– [Description:
 Date	
Addendum No. 4– [Description:
 Date	
	m was received in connection with this RFP. If no Addenda , check the box.
	ands that the Owner reserves the right to reject any or all bids nformality in the bidding.
Dated:day	of20
Firm Name:	
Signed by:	(Sign it in ink)
Name:	
Title:	
Mail Address:	
Physical Address:	
Phone Number:	
Fax Number:	
E-mail:	

Seal (if Bidder is a Corporation)

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21. APPENDIX E RESPONSE CHECKLIST

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Response Checklist

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

Registered for participation for this RFP at uprrecovery.rfp@upr.edu . Failure to register via email will result in automatic disqualification.
Letter of Intent signed by an authorized representative of the organization, that states the acceptance of the Terms and Conditions of this RFP, providing the exact business name to conduct business with the UPR, address, telephone, email address, and SAM Entity Identifier Number. In addition, the letter of intent must identify the name and number of the RFP and date of submittal.
Active Registration on SAM.gov.
Completed and signed Appendix A - Statement of the Bidder.
Completed Part 1 through 6 in the Statement of the Bidder, Appendix A.
Attached resumes of all firm personnel teamwork (or/and sub-contractors, specialized trades consultants, if any) who will be providing the services.
Completed additional SOW Fee Percentage (%) in Appendix D – Cost Proposal.
If any space does not apply in Appendix D – Cost Proposal, (N/A) or other information shall be placed instead.
Acknowledgement of the Addendums in Appendix D – Cost Proposal, if applicable.
Signed and sealed Appendix D – Cost Proposal following the instruction in Section 7 - REQUIRED DOCUMENTS FOR THE SUBMISSION OF THE PROPOSAL.
Federal Documents in Appendix B (Lobbying Certification, Non-Conflict of Interest Certification and Limited Denial of Participation Affidavit).
Color copy of the engineer's or architect's professional ID (Identificación de Colegiación) and a copy of the Department of State License.
Copy of initialized RFP and its Appendices.
Appendix E – Response Checklist.

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22. APPENDIX F SCOPE OF WORK

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I. GENERAL DATA OF THE PROJECT:

Campus: UPR Cayey

PW # 06430:

DI: 153062 Building 170 Museo Dr. Pío López Martínez (1-70)

PW # 08001:

DI: 153069 Building 181 Nuevo Edificio de Ciencias
DI: 153056 Building 140 Biblioteca Víctor M. Pons (1-49)

II. PROJECTS DESCRIPTION, LOCATION PLAN AND SCOPES:

a. PROJECT PW 06430

i. LOCATION PLAN



ii. GENERAL DESCRIPTION

a. Building 170 Museo Dr. Pío López Martínez (1-70) (153062)

The UPR Cayey Edificio 170 Museo Dr. Pío López Martínez (1-70) building is a 4,840 SF, single story museum building that was constructed in 1930 (90 years old). The building is a site cast structure with 2 foot parapets and an additional upper story. The foundation is a 6 IN reinforced concrete floor slab on grade with a reinforced concrete stem wall, spread footings, reinforced concrete walls, concrete support beams and concrete roof. The roof is a built-up single ply roof system. Interior finishes generally consist of suspended acoustic ceiling, painted concrete ceiling, painted walls, pre-engineered hardwood floors and ceramic tile. **Approx. Year Built:** 1930. **GPS Latitude/Longitude:** 18.11586, -66.16279.

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iii. SCOPE OF WORK - FEMA

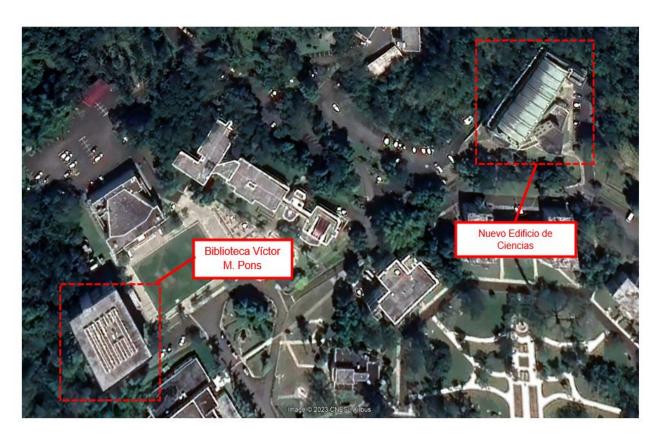
DW 06	6430 - Building 170 Museo Dr. Pío López Martínez (153062)		
	Work to be completed		
{00-00	1} General:		
1	Repaint, 300 SF of surfaces.		
2	Remove and Replace, 1 each of AC unit, 15 ton package unit.		
{00-00	2} Roofing System:		
3	Remove and Replace, 3,000 SF of roof. See Scope Note #1		
	{00-003} General:		
4	Repaint, 1,600 SF of surfaces.		
{01-00	4} Open Floor Display Area (50 FT x 70 FT):		
5	Replace, 200 SF of ceiling, acoustic tile See Scope Note #2		
6	Remove and Replace, 60 SF of ceiling.		
7	Remove and Replace, 17 each of lighting, recessed.		
8	Remove and Replace, 20 each of lighting, track, cylinder fixture single bulb.		
9	Repair, 3,469 SF of floor, wood pre-engineered.		
{01-00	5} Office 4 (9 FT x 12 FT):		
10	Repair, 108 SF of floor, wood pre-engineered.		
{02-00	6} Mold:		
11	Remove and Replace, 4,600 SF of Facility square footage with mold presence		
Hazard	Mitigation Proposal (HMP) Scope of Work		
1	Secure the 1 EA, 15-ton AC included in PA to existing roof by installing 2 strap 5/16" clear coated aluminum wire with galvanized turn buckles and accessories.		
	Add a surge protector to AC circuit breaker to prevent similar damages from power fluctuations.		
3	Install 300 LF of termination bar to roof protect waterproofing membrane (included in PA SOW) against uplift		
	Add 300 LF of perimeter flashing to provide redundant protection from wind uplift to the waterproofing membrane.		
	a. Fasten flashing with self-drilling masonry screws with neoprene washers every 6 IN		

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III. PROJECTS DESCRIPTION, LOCATION PLAN AND SCOPES:

a. PROJECT PW 08001

i. LOCATION PLAN



ii. GENERAL DESCRIPTION

a. Building 181 Nuevo Edificio de Ciencias (153069)

The UPR Cayey Edificio 181 Nuevo Edificio de Ciencias building is a 103,400 SF, 4 story and a basement building that was constructed in 2008 (12 years old). The building is a cast-in-place reinforced concrete building. The roof is a combination of aluminum dome and Built-Up Roofing (BUR) membrane. The interior includes precast concrete and gypsum board metal stud walls. Interior finishes generally consist of suspended acoustic ceiling, painted walls and 12 IN x 12 IN vinyl composition tile flooring. The building has an elevator. Year Built: 2008. GPS Latitude/Longitude: 18.11937, -66.16231.

b. Building 140 Biblioteca Víctor M. Pons (1-49) (153056)

UPR Cayey Edificio 140 Biblioteca Víctor M. Pons (1-49) is a 56,796 SF, 5 story library building that was constructed in 1985 (35 years old). The building is a site cast, reinforced concrete structure with a mix of pan joist and flat plate reinforced concrete floor and roof plates. A bituminous roof system is laid over two inch (average) thick tapered, closed cell foam insulation. Although

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basically a rectangular plan, the building fenestration articulates in and out in repeated patterns which change from floor to floor. The building is accessed from a projected entry pavilion at a grade level landing between the ground (-3 FT below natural grade) and first floor mezzanine (+7 FT above natural grade) floors. The building exterior is a mix of exposed architectural concrete (ribbed, bush, hammered), curtainwall (fixed and operable sections), glazed guard rails, painted concrete, and glass block. The building is served by 2 pneumatic elevators. The interior includes exposed structural concrete, masonry infill partitions, and floor to Ceiling demountable wall systems with vinyl clad gypsum wall panels. Interior finishes consist of suspended acoustic and metal Ceilings of various designs, recessed and surface mounted fluorescent lighting, painted concrete or drywall, vinyl covered wall panels and ceramic floor tile. Approx. Year **Built:** 1985. vinyl and **Latitude/Longitude:** 18.11755, -66.16377.

iii. SCOPE OF WORK - FEMA

DW 09001 - Nuovo Edificio do Cioncias (153060)			
	PW 08001 - Nuevo Edificio de Ciencias (153069) Work to be completed		
	ing Damage:		
	01} General:		
1	Prepare and paint 6,600 SF of exterior surfaces		
2	Remove and replace 1 each of gate, metal, 73 IN length x 80 IN height, 1.5 PR hinges		
3	Remove and replace 1 each of window, glass pane, 3 FT x 5 FT		
4	Remove and replace 1 each of double door and frame, hollow metal door, 3 FT x 8 FT		
{00-0	02} Roofing System:		
5	Remove and replace 664 SF of roof, standing seam, corrugated, metal		
6	Remove and replace 465 SF of roof, ribbed panel, aluminum		
7	Remove and replace 3,000 SF of roof, Built-Up Roofing (BUR) membrane		
{00-0	03} Second Floor Room 224 (30 FT x 33 FT):		
8	Remove and replace window, perimeter sealant/gasket, 40 LF long		
{00-0	04} Second Floor Room 223 Classroom (29 FT x 33 FT):		
9	Remove and replace window, perimeter sealant/gasket, 40 LF long		
(00-0	05} Second Floor Room 221 (32 FT x 33 FT):		
10	Remove and replace window, perimeter sealant/gasket, 40 LF long		
(00-0	06} Second Floor Room 217 (29 FT x 33 FT):		
11	Remove and replace window, perimeter sealant/gasket, 40 LF long		
{00-007} General:			
12	Prepare and paint 9,800 SF of interior surfaces		
{01-0	01} Fourth Floor Mechanical Room (60 FT x 213 FT):		
13	Remove and replace 6 each of light, strip fixture, 2 tube, 8 FT long, suspended		
14	Remove and replace 1 each of fan, centrifugal, airfoil, motor and drive, 1000 cfm, 1/2 H.P.		
15	Remove and replace 1 each of MCC, 7 sections, 30 AMP, 1/2 HP		

16	Prepare and paint 12,780 SF of floor, concrete surfacing, sealed
{02-00	1} Third Floor Room 337 Archives:
17	Prepare and paint 48 SF of wall, 1/4 IN thick plaster
{02-00	2} Third Floor Room 328 (12 FT x 12 FT):
18	Remove and replace 11 each of ceiling, acoustic tile, 2 FT X 2 FT
19	Remove and replace 1 each of light, 2 FT x 4 FT fluorescent, recessed mount
{02-00	3} Third Floor Room 327 Boys Bathroom (5 FT x 11 FT):
20	Remove and replace 48 SF of wall, 5/8 IN thick drywall
{02-00	4} Third Floor Room 324 (30 FT x 31 FT):
21	Remove and replace 1 each of light, 2 FT x 4 FT fluorescent, recessed mount
22	Remove and replace 1 each of light, 2 FT x 2 FT fluorescent, recessed mount
{02-00	5} Third Floor Room 322 (33 FT x 33 FT):
23	Remove and replace 6 each of ceiling, acoustic tile, 2 FT X 2 FT, suspended
24	Remove and replace 2 each of light, 2 FT x 4 FT fluorescent, recessed mount
{02-00	6} Third Floor Room 321 (31 FT x 33 FT):
25	Remove and replace 10 each of ceiling, acoustic tile, 2 FT X 2 FT, suspended
{02-00	7} Third Floor Room 320 (12 FT x 14 FT):
26	Remove and replace 7 each of ceiling, acoustic tile, 2 FT X 2 FT, suspended
{02-00	8} Third Floor Room 319 (3 FT x 5 FT):
27	Remove and replace 1 each of light, 2 FT x 2 FT fluorescent, recessed mount
{02-00	9} Third Floor Room 318 (29 FT x 33 FT):
28	Remove and replace 1 each of light, 2 FT x 4 FT fluorescent, recessed mount
29	Remove and replace 2 each of light, 2 FT x 2 FT fluorescent, recessed mount
{02-01	0} Third Floor Room 318C (12 FT x 19 FT):
30	Remove and replace 2 each of light, 2 FT x 4 FT fluorescent, recessed mount
{02-01	1} Third Floor Room 317 (30 FT x 35 FT):
31	Remove and replace 200 SF of ceiling, acoustic tile, 2 FT X 2 FT, suspended
32	Remove and replace 1 each of light, 2 FT x 4 FT fluorescent, recessed mount
{02-01	2} Third Floor Room 317A (9 FT x 12 FT):
33	Remove and replace 4 each of ceiling, acoustic tile, 2 FT X 2 FT, suspended
{02-01	3} Third Floor Room 316 Boys Bathroom (11 FT x 25 FT):
34	Remove and replace 8 each of ceiling, acoustic tile, 2 FT X 2 FT, suspended
{02-01	4} Third Floor Room 314:
35	Prepare and paint 15 SF of ceiling, 1/4 IN thick plaster
{02-01	5} Third Floor Room 312 Girls Bathroom (16 FT x 25 FT):
36	Remove and replace 6 each of ceiling, acoustic tile, 2 FT X 2 FT, suspended
{02-01	6} Third Floor Room 310 (32 FT x 35 FT):
37	Remove and replace 48 SF of ceiling, acoustic tile, 2 FT X 2 FT, suspended
{02-01	7} Third Floor Room 310B (11 FT x 12 FT):
38	Remove and replace 6 each of ceiling, acoustic tile, 2 FT X 2 FT, suspended
{02-01	8} Third Floor Room 309 (33 FT x 35 FT):
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Remove and replace 8 each of light, 2 FT x 2 FT fluorescent, 2 tube, recessed mount (02-026) Third Floor Interior Hallway (9 FT x 53 FT): 51 Remove and replace 8 each of ceiling, acoustic tile, 2 FT X 2 FT, suspended (03-001) Second Floor Room 229 Hallway: 52 Prepare and paint 100 SF of ceiling, 1/4 IN thick plaster 53 Remove and replace 12 each of light, 1 FT x 1 FT fluorescent, 2 tube 54 Prepare and paint wall, 1/4 IN thick plaster, 30 LF long (03-002) Second Floor Room 228 (11 FT x 12 FT): 55 Remove and replace 2 each of ceiling, acoustic tile, 2 FT X 2 FT 56 Remove and replace 1 each of light, 2 FT x 4 FT fluorescent, 4 tube (03-003) Second Floor Room 227 Boys Bathroom (11 FT x 15 FT): 57 Prepare and paint 20 SF of wall, 1/4 IN thick plaster (03-004) Second Floor Room 224 (30 FT x 33 FT): 58 Remove and replace 90 SF of ceiling, acoustic tile, 2 FT X 2 FT 59 Remove and replace 1 each of light, 2 FT x 2 FT fluorescent (03-005) Second Floor Room 221 (32 FT x 33 FT): 60 Remove and replace 8 each of ceiling, acoustic tile, 2 FT X 2 FT (03-006) Second Floor Room 221A (6 FT x 10 FT): 61 Remove and replace 5 each of ceiling, acoustic tile, 2 FT X 2 FT (03-007) Second Floor Room 218 (29 FT x 33 FT): 62 Remove and replace 4 each of ceiling, acoustic tile, 2 FT X 2 FT 63 Remove and replace 2 each of light, 2 FT x 4 FT fluorescent	49	Remove and replace 68 SF of ceiling, acoustic tile, 2 FT X 2 FT, suspended			
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63 Remove and replace 2 each of light, 2 FT x 4 FT fluorescent	{03-00	7} Second Floor Room 218 (29 FT x 33 FT):			
	62	<u> </u>			
(03-008) Second Floor Room 218A (6 FT x 8 FT):	63	Remove and replace 2 each of light, 2 FT x 4 FT fluorescent			
	{03-00	8} Second Floor Room 218A (6 FT x 8 FT):			

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89	Remove and replace 2 each of light, 2 FT x 4 FT fluorescent
90	Prepare and paint 12 SF of wall, 1/4 IN thick plaster
{04-00	5} First Floor Room 120 (30 FT x 33 FT):
91	Remove and replace 2 each of ceiling, acoustic tile, 2 FT X 2 FT
92	Remove and replace 1 each of light, 2 FT x 4 FT fluorescent
{04-00	6} First Floor Moving Room (20 FT x 40 FT):
93	Remove and replace 10 each of ceiling, acoustic tile, 2 FT X 2 FT
{04-00	7} First Floor Room 113 Women Bathroom (16 FT x 1232 FT):
94	Prepare and paint 84 SF of wall, 1/4 IN thick plaster
{04-00	8} First Floor Room 108 (24 FT x 32 FT):
95	Prepare and paint 24 SF of wall, 1/4 IN thick plaster
{04-00	9} First Floor Room 107 (24 FT x 32 FT):
96	Remove and replace 1 each of light, 2 FT x 4 FT fluorescent
97	Remove and replace 2 each of light, 2 FT x 2 FT fluorescent
98	Prepare and paint 24 SF of wall, 1/4 IN thick plaster
{04-01	0} First Floor Room 106 (24 FT x 32 FT):
99	Remove and replace 4 each of ceiling, acoustic tile, 2 FT X 2 FT
100	Remove and replace 1 each of light, 2 FT x 4 FT fluorescent
101	Remove and replace 1 each of light, 2 FT x 2 FT fluorescent
{04-01	1) First Floor Room 103 (24 FT x 32 FT):
102	Remove and replace 1 each of ceiling, acoustic tile, 2 FT X 2 FT
{04-01	2} First Floor Room 102 (20 FT x 22 FT):
103	Remove and replace 4 each of ceiling, acoustic tile, 2 FT X 2 FT
104	Prepare and paint wall, 1/4 IN thick plaster, 7 LF long
{04-01	3} First Floor Room 102A (12 FT x 20 FT):
105	Remove and replace 4 each of light, 2 FT x 2 FT fluorescent
{04-01	4} First Floor Main Lobby (31 FT x 55 FT):
106	Remove and replace 7 each of light, 2 FT x 2 FT fluorescent
{04-01	5} First Floor Room 133 Theater (41 FT x 47 FT):
107	Remove and replace 774 SF of ceiling, 1/2 IN thick gypsum board
108	Prepare and paint 66 SF of wall, 1/4 IN thick plaster
{04-01	6} First Floor Room 129 Boy's Bathroom (11 FT x 15 FT):
109	Prepare and paint 66 SF of wall, 1/4 IN thick plaster
{04-01	7} First Floor Room 127 (11 FT x 18 FT):
110	Remove and replace 4 each of ceiling, acoustic tile, 2 FT X 2 FT
	8} First Floor Room 115 (11 FT x 24 FT):
111	Remove and replace 6 each of ceiling, acoustic tile, 2 FT X 2 FT
112	Remove and replace 8 each of ceiling, acoustic tile, 2 FT X 2 FT
{04-01	9} First Floor ADA Elevator (2 FT x 6 FT):
	Remove and replace 12 SF of ceiling, plywood, painted
{05-00	1} Basement Floor Room 002 (29 FT x 33 FT):

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114	Prepare and paint 50 SF of ceiling, concrete surfacing
{05-00	2} Basement Floor Room 016 (18 FT x 28 FT):
115	Prepare and paint 14 SF of wall, concrete surfacing
{05-00	3} Basement Floor Room 018 (35 FT x 46 FT):
116	Prepare and paint 50 SF of ceiling, concrete surfacing
117	Remove and replace 3 each of light, 2 FT x 4 FT fluorescent
{05-00	4} Basement Floor Room 020 (20 FT x 37 FT):
118	Remove and replace 16 SF of ceiling, acoustic tile, 2 FT X 2 FT
119	Remove and replace 1 each of light, 2 FT x 4 FT fluorescent
120	Prepare and paint 10 SF of wall, 1/4 IN thick plaster
{06-00	1} Mold:
121	Prepare and paint 10,340 SF of Facility square footage with mold presence
Hazard	Mitigation Proposal (HMP) Scope of Work
{00-00	02} Roofing System:
1	When" A. Remove and replace 664 SF of roof, standing seam, corrugated, metal" duplicate the amount of metal screws to anchor metal roof system to structure to further increase its resistance towind.
	When" B. Remove and replace 465 SF of roof, ribbed panel, aluminum duplicate the amount of metal screws to anchor metal roof system to structure to further increase its resistance to wind.
	When" C. Remove and replace 3,000 SF of roof, Built-Up Roofing (BUR) membrane" add secondary roof membrane (2ply) and add termination bar to surrounding perimeter to further increase its resistance to wind.
{01-00	1) Fourth Floor Mechanical Room (60 FT x 213 FT):
2	When" B. Remove and replace 1 each of fan, centrifugal, airfoil, motor and drive, 1000 cfm, 1/2 H.P." add rooftop anchoring system to exterior exhaust"

Work to	be completed
{00-001]	Building Exterior:
1	Prepare and paint 20,180 SF of building exterior surfaces
2	Prepare and paint 1 SF of wall, concrete
3	Remove and replace 15 each of aluminum curtainwall, operable unit, sliding, 1/4 IN tempered glass, 4 FT x 9 FT
4	Remove and replace 2 each of guardrail glazing, 3 FT x 5 FT, ¼ IN tempered glass
5	Remove and replace 1 each of corner glass panel, 3 FT x 8 FT ¼ IN tempered glass
6	Remove and replace perimeter sealants, windows, 159 LF long x 0.75 IN deep
7	Remove and replace 6 each of window glazing, awning, 1 FT x 3 FT
8	Remove and replace 1 each of corner glass panel, 2 FT x 8 FT ¼ IN tempered glass
9	Remove and replace 1 each of corner glass panel, 2 FT x 3 FT ¼ IN tempered glass
10	Remove and replace 1 each of corner glass panel, 2 FT x 2 FT ¼ IN tempered glass

{00-002}	Roofing System:
11	Remove and replace 10 each of roof drain dome, 12IN
12	Remove and replace 14,256 SF of roof, insulation, rigid board 1 IN
13	Remove and replace roof flashing, 26-gauge, 12 IN, 1,152 FT long
14	Remove and replace 14,256 SF of roof, built-up 3-ply membrane
15	Remove and replace roof flashing, 26-gauge, 12 IN, 1,152 FT long
{00-003}	General:
16	Prepare and paint 16,774 SF of building interior surfaces
{01-005}	Fourth Floor Large Rm (60 FT x 120 FT):
17	Prepare and paint 7,200 SF of ceiling
18	Remove and replace 80 SF of ceiling girder, gypsum board/plasterboard
19	Prepare and paint 16 SF of ceiling girder, 1/4 IN thick plaster
20	Prepare and paint 360 SF of ceiling girder, 1/4 IN thick plaster
21	Prepare and paint 120 SF of ceiling soffit, 1/4 IN thick plaster
22	Prepare and paint 16 SF of column, 1/4 IN thick plaster
23	Remove and replace 30 each of light fixture, 1 FT x 4 FT, fluorescent, 2 tube
24	Prepare and paint 320 SF of wall, 1/4 IN thick plaster
25	Remove and replace base, 4 IN vinyl, 360 LF long
26	Remove and replace 7,200 SF of floor, vinyl composition tile (VCT)
{01-006}	Fourth Floor Elevator:
27	Remove and replace 132 SF of ceiling, 2 FT x 2 FT acoustic tile
28	Remove and replace 4 each of light, 2 FT x 2 FT fluorescent, 2 tube, recessed
{01-007}	Fourth Floor Hallway (#3) Elevator (20 FT x 60 FT):
29	Remove and replace 720 SF of ceiling, acoustic tile
{01-008}	Fourth Floor Women Restroom #149 409:
30	Prepare and paint 6 SF of wall, 1/4 IN thick plaster, 2 FT x 3 FT
{01-009}	Fourth Floor Electric Panel Room #149 410 (38 FT x 45 FT):
31	Remove and replace 28 SF of wall, 5/8 IN thick drywall, 7 FT x 4 FT
{01-010}	Fourth Floor Luisa Capetillo Meeting Room #149 407:
32	Remove and replace 132 SF of ceiling, 2 FT x 4 FT, acoustic tile
33	Remove and replace 4 each of light, 2 FT x 2 FT fluorescent, 2 tube
{02-001}	Third Floor Meeting Room# 149 300 (44 FT x 47 FT):
34	Remove and replace 72 SF of ceiling, 2 FT x 4 FT, acoustic tile
{03-001}	Second Floor (#1) Elevator Vestibule (20 FT x 22 FT):
35	Remove and replace 64 SF of ceiling, 2 FT x 4 FT, acoustic tile
{03-002}	Second Floor Electrical Utility Panel Room:
36	Remove and replace 14 SF of wall, 5/8 IN thick drywall, 2 FT x 4 FT
{05-001}	Basement (B) Elevator Vestibule (20 FT x 22 FT):
37	Remove and replace 132 SF of ceiling, 2 FT x 4 FT, acoustic tile
{05-002}	Basement Electric Closet Room 149 005:
38	Remove and replace 7 SF of wall, 5/8 IN thick drywall, 1 FT x 7 FT

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{05-003}	Basement Hallway to Reference Area 149 007:
39	Remove and replace 100 SF of ceiling, 2 FT x 4 FT, acoustic tile
40	Remove and replace 525 SF of floor, VCT, 12 IN x 12 IN
{05-004}	Basement Familiar Room 149 001:
41	Remove and replace 16 SF of ceiling, 2 FT x 2 FT, acoustic tile
42	Remove and replace 16 SF of wall, 5/8 IN thick drywall
43	Remove and replace 1 each of light, 2 FT x 2 FT fluorescent, 2 tube
{05-005}	Basement Hallway:
44	Remove and replace 1 each of light, 2 FT x 2 FT fluorescent, 2 tube
{05-006}	Basement Hallway Cataloge Room 149 014:
45	Remove and replace 4 SF of wall, 5/8 IN thick drywall, 2 FT x 2 FT
{06-003}	Basement Hallway to Reference Area 149 007:
46	Remove and replace base, 4 IN vinyl, 92 FT long
47	Remove and replace 525 SF of floor, VCT, 12 IN x 12 IN
{06-007}	Ground Floor Fourth Room off Reference Library (11 FT x 11 FT):
48	Remove and replace base, 4 IN vinyl, 44 FT long
49	Remove and replace 121 SF of floor, VCT, 12 IN x 12 IN
{06-008}	Ground Floor Fifth Room off Reference Library (10 FT x 20 FT):
50	Remove and replace base, 4 IN vinyl, 60 FT long
51	Remove and replace 200 SF of floor, VCT, 12 IN x 12 IN
{06-009}	Ground Floor Room 001 Family Library (22 FT x 41 FT) + (18 FT x 45 FT):
52	Remove and replace base, 4 IN vinyl, 252 FT long
53	Remove and replace 1,712 SF of floor, VCT, 12 IN x 12 IN
{06-010} x 40 FT):	Ground Floor Room 014 Catalogue and Acquisitions Room - Library Records (30 FT
54	Remove and replace base, 4 IN vinyl, 140 FT long
55	Remove and replace 1,200 SF of floor, VCT, 12 IN x 12 IN
Hazard M	 litigation Proposal (HMP) Scope of Work
{00-002}	Roofing System:
1	When" B. Remove and replace 14,256 SF of roof, insulation, rigid board 1 IN & D. Remove and replace 14,256 SF of roof, built-up 3-ply membrane" add secondary roof membrane (2ply) and add termination bar to surrounding perimeter to further increase its resistance to wind.

END OF SECTION

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23. APPENDIX G

FEMA Alternative Procedures PLEASE CLICK HERE

END OF DOCUMENT

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