



MUSEO DE ARTE DE PONCE

The Luis A. Ferré Foundation

MUSEO DE ARTE DE PONCE

2325 Boulevard Luis A. Ferré Aguayo
Ponce PR 00717-0776

RFP # 2020-003 *Earthquake Damage Assessment*

PO BOX 9027 Ponce PR, 00732-1510
787.840.1510 / 787.848.0508
map@museoarteponce.org

INTRODUCTION

Museo de Arte de Ponce (MAP) is an art museum located on Boulevard Luis A. Ferre Aguayo in Ponce, Puerto Rico. It houses a collection of European art as well as works by Puerto Rican, Latin American and contemporary artists. The museum contains one of the most important Pre-Raphaelite collections in the Western Hemisphere.

Museo de Arte de Ponce (MAP) is one of the finest museums in Puerto Rico. It was the first museum accredited by the American Alliance of Museums in the island. The museum is composed by two main buildings: The Edward Durrell Stone Building, first opened to the public in 1965, where the galleries and art collection is located; and the Annex Building, built in 2008, where the library, archive, educational area, conservation lab, deposit, store and administrative offices are located.

On January 7, 2020 the south part of Puerto Rico was hit by a 6.4M earthquake with a series of aftershocks greater than 5M that lead to a 5.9M earthquake on January 11, 2020. The earthquakes affected both, the Durrell Stone and Annex buildings.

MAP is seeking for competent companies who can provide architecture, engineering, structural, seismic and construction services to asses in all the necessary repairs, which must comply with the existing construction codes and help improve the seismic performance of the buildings in order to minimize the risk of any future structural or architectural damages.

SCOPE

The Museo de Arte de Ponce suffered damage due to the earthquakes that occurred in January 2020. The most significant damage occurred in the mid-century modern Edward Durell Stone designed portion of the facility. Due to the historic nature of the building, additional care will need to be taken in moving forward with damage assessment and repair. This request for proposal addresses the damage assessment scope of work only.

The Museo de Arte de Ponce is requesting proposals from firms to document the damage to the Edward Durell Stone portion of the building. The following steps will need to be taken to undertake this scope of work:

In order to determine damage extension, cause by the earthquake, contractors need to perform a building damage assessment to document and quantifies loss. No investigatory demolition is included in this phase of the scope of work. Damage assessment is limited to visual elements only. Considered phases breakdown includes but are not limited to:

1. On site documentation of the damage. Use existing drawings in pdf format which are available and use them as the basis for documenting the damage.
2. Field work must be performed to provide measurements and square footages of all damages. Each crack should be shown on filed drawings and associated lengths of cracks must be included. Photos of each area with damage must also be taken. When plaster or finishes have delaminated
- 3.

or been destroyed, consultant shall indicate approximately square footage of damage *in lieu* of linear footage of cracks.

4. Damage assessment will be required for both interior and exterior environments and should include damages to floors, walls, ceilings and any other finishes or equipment that has been damaged due to the earthquakes.
5. Documentation may include drawings, hand sketched over existing drawings, photographs.
6. Provide field drawings and tagged photographs compiled into electronic files, one file for first floor interior, one file for second floor interior, one file for first floor exterior and one file for second floor exterior. These files are the deliverable for the project.

SCHEDULE

All proposals in response to this RFP must be received by MAP, in accordance with the submission instructions provided herein, on or before 12:00 PM (local time) on the due date indicated below. Proposals will be opened immediately following the deadline. It is the sole responsibility of the Respondent to ensure that the Proposal is received on time.

Solicitation release date:	5/1/2020
All inquiries must be submitted by:	5/15/2020
Responses to inquiries, if any, issued by:	5/20/2020
All proposals due on:	5/20/2020
Anticipated date of award:	5/25/2020

GENERAL INSTRUCTIONS

Submittal Instructions:

Respondents shall submit one electronic PDF proposal via email to Miguel Santiago, Property Manager of the Museo de Arte de Ponce, at msantiago@museoarteponce.org. The first page of the PDF proposal shall indicate the RFP number indicated on the cover page of this RFP. The subject line of the e-mail transmitting the PDF should also indicate the RFP number. Any requirements in the RFP that cannot be met must be clearly indicated in the proposal. Respondents must respond to the entire RFP. If a price proposal form is provided in Microsoft Excel format, Respondent shall return its completed price proposal form in Microsoft Excel format, in addition to the remaining portions of its response to this RFP in PDF format.

Timeliness

Respondent(s) may submit their Proposal to the above e-mail address any time prior to the stated deadline. If more than one e-mail containing a PDF proposal is provided by the same Respondent, the

latest received proposal prior to the deadline will be considered as the Respondent's final submission. Respondents remain responsible for ensuring that their Proposal is received at the time and e-mail address here specified. MAP assumes no responsibility for any Proposal not received on time, regardless of the reason for the delay. MAP will endeavor to respond to each e-mail submission with a confirmation of receipt as a courtesy, but Respondents are encouraged to call MAP office to confirm receipt if a courtesy confirmation is not received via e-mail.

Late proposals or proposals submitted in any other form than identified above will be rejected.

Requests/Questions

Any firms interested in this RFP should send an email to Miguel Santiago, Property Manager of the Museo de Arte de Ponce, at msantiago@museoarteponce.org. All inquiries, requests for additional information and questions should also be submitted electronically to Miguel Santiago using the same email address and must be submitted no later than the inquiry deadline listed above. For all communications regarding this RFP the message must include the RFP number in the subject line. Responses to any inquiries received, if any, will be distributed to all firms who express interest in this RFP pursuant to these instructions and in accordance with the deadlines stated above.

Respondent(s) who have expressed interest in this RFP shall be notified of any changes in the specifications contained within this RFP. MAP is not responsible for responding to any inquiry, substantive or otherwise, received after the inquiry submittal deadline listed above.

No oral interpretations will be made by MAP to any firms as to the requirements of this RFP. Any clarification or interpretation that is not in writing shall not legally bind MAP. Only information supplied by MAP in writing or in this RFP should be considered in preparing Proposals. It is the responsibility of the Respondent(s) prior to submission of any proposal to ensure all RFP documentation has been received.

Warranty

Each Respondent shall carefully examine all RFP documents and familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP. Before submitting a Proposal, each Respondent shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and affecting the requirements of this RFP.

The contract documents contain the provisions required for the project. Information obtained from an officer, agent, or employee of MAP or any other person shall not affect the risks or obligations assumed by the Respondent/Contractor or relieve the Respondent/Contractor from fulfilling any of the conditions of the contract. All goods and services furnished by the Respondent, relating to and pursuant to this RFP, will be warranted to meet or exceed the specifications contained herein. In the event of breach, the Respondent will take all necessary action, at Respondent's expense, to correct such breach in the most expeditious manner possible.

Submission of a Proposal indicates acceptance by the Respondent of the conditions contained in this RFP. Failure to make such investigations and examinations shall not relieve the Respondent from obligation to comply, in every detail, with all provisions and requirements of the RFP.

Basis of Contract Award

The award decision will be based on an evaluation of a Respondent's ability to meet the needs of MAP. MAP reserves the right to make one award or multiple awards. Award(s), if made, will be made to the responsible and responsive Respondent(s) whose Proposal(s) represents, in MAP's sole discretion, the most advantageous Proposal to MAP and best overall value to MAP, price and other factors being considered. MAP reserves the right to reject all offers or to award the contract to other than the lowest priced offeror.

Point of Contact

Miguel Santiago will be the primary point of contact for this RFP. Under no circumstances may a Respondent contact any other MAP employee or agent concerning this RFP until after award unless written consent or instruction is provided to do so. Any such contact may result in disqualification.

Cancellation/Rejection

MAP may cancel this RFP, or reject in whole or in part, when it is in the best interests of MAP, in MAP's sole discretion. Notice of cancellation shall be sent to each Respondent that has expressed interest in this RFP pursuant to the instructions provided herein. The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any solicitation or any future procurement of similar items.

When it deems doing so is in its best interest, MAP reserves the right to reject any or all Proposals, select and award any portion of any or all Proposal items, and waive minor informalities and irregularities in any Proposal.

A Proposal may be rejected if it is non-responsive or does not conform to the requirements and instructions in this RFP. A Proposal may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional Proposals, incomplete Proposals, indefinite or ambiguous Proposals, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of Proposals include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one Proposal for the same work from an individual, Respondent or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts.

Licenses

Respondent shall be properly licensed for the appropriate work specified in this RFP. All Respondents are requested to submit any required license(s) with their qualifications. License(s) must be effective as of the opening date and must be maintained throughout the Contract Period. Failure to be properly documented as stated above may result in the rejection of the Proposal as nonresponsive.

Performance/Qualifications

Contractor agrees and represents that has the personnel, experience, necessary knowledge and is qualified to performed duties under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.

Insurance Requirements

Respondent shall be required to maintain the following insurance coverages:

- Comprehensive or Commercial General Liability and Third-Party Property Damage – Non-less than \$1,000,000 per occurrence, Non-less than \$1,000,000 aggregate
- Excess Liability – Non-less than \$1,000,000 per occurrence, Non-less than \$1,000,000 aggregate
- Comprehensive or Business Automobile Liability; Personal Injury (including bodily Injury) and Third-Party Property Damage – Non-less than \$1,000,000 per occurrence
- Workers Compensation – Non-less than \$1,000,000
- Employer’s Liability – Non-less than \$1,000,000 per accident
- Major projects may require an Umbrella Policy – Non-less than \$5,000,000
- Endorsement in favor to The Luis A. Ferre Foundation Inc.
- Hold Harmless Agreement
- Waiver of Subrogation

Confidentiality

During the course of the work and/or services to be provided under this agreement, the Contractor may come in contact with MAP’s confidential information. The Contractor agrees to treat as confidential any information or knowledge that becomes known to the Contractor during the performance of this agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by MAP. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. The Contractor shall promptly notify MAP of any misuse or unauthorized disclosure of its confidential information and upon expiration of this agreement shall return to MAP all confidential information in the Contractor’s possession or control.

Contractor must comply with all MAP confidentiality policies that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this agreement or the engagement of Contractor without the prior written approval of MAP.

Withdrawal of Proposal

Any Respondent may withdraw its Proposal, either personally or by written request, at any time prior to the scheduled time for opening Proposals. No Respondent may withdraw its Proposal for a period of 180 days after the date for opening and all Proposals shall be subject to acceptance by MAP during this period.