Rev. 7/2023

Contract Clauses Required in Purchases and Contracts under a Federal Award

Any acquisition to be paid with partial or completely federal funds must comply with all the terms and conditions included as part of this quote request. Any supplier interested in participating in this process agrees to comply with each of the terms and conditions set forth herein. The Contractor certifies that follows the requirements established by state laws and regulations and federal regulations established in 2 CFR §200.

1. **Record Retention and Access to Records:** The Contractor and the Agency shall afford any authorized representative of NGB, DoD or the Comptroller General of the United States access to and the right to examine all records, books, papers, and documents that are parts of this contract. The Agency and the contractor agree to comply with the record retention and provide, as is required, all intact records for at least ten (10) years following the closeout of the Federal award. *2 CFR 200.334, DoD Regulation 7000.14R Vol. 1, Chapter 9, 2 CF 200.337R.*

2. **Environmental Protection Clauses:** Resources Conservation and Recovery Act; Comprehensive Environmental Response; Compensation and Liabilities Act; National Environmental Policy Act; Clean Air Act and Water Pollution Control Act. The Contractor and the Agency agrees to comply with all applicable standards, order or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act *(42 U.S.C., Section 7401 t 7671 and 33 U.S.C. Section 1318*), violations should be reported to NGB and Environmental Protection Agency (EPA). The Resources Conservation and Recovery Act (RCRA) *Public Law 94-580*, disposal of solid waste and hazardous waste. The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA), *Public Law 96-510.* The National Environmental Policy Act (NEPA), *Public Law 91-190*, use of practical means to create and maintain conditions man/nature coexistent. The Solid Waste Disposal Act, *Public Law 89-272*, dissemination of information on waste collection, and related health & environmental concerns. Also, the Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Federal Energy Policy and Conservation Act.

3. **Use of US Flags Carriers and the Cargo Preference Act of 1954:** The Contractor agrees to use US Flag Air Carriers for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (*49 U.S.C. 40118*), and their intraoperative guideline by the Comptroller General of the United States. Also agrees that it will comply with the Cargo Preference Act of 1954 as implemented by the Department of Transportation, requiring that cargo and agricultural cargo be carried on US Flag Vessels (*46 CFR Part 381)*. The Contractor agrees to comply with the **Fly America Act**, which requires that all air travel and cargo transportation services funded by the federal government use a "U.S. Flag" air carrier service. This requirement applies to: Federal government employees and their dependents, consultants, contractors, and grantees; and other travelers whose travel is paid for by the federal government. If the travel does not comply with the Fly America Act, the government will not reimburse your airline ticket.

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4. **Debarment and Suspension:** Executive Orders 12549 and 12689. The Contractor agrees to comply with *2 CFR Part 180* by certifying than neither it, subcontractor nor its principals or its affiliates are excluded or disqualified from the System for Awards Management (SAM), at the current General Services Administration (GSA) website. This certification is a material representation of the fact upon which the agency relies in entering into this contract. The Contractor will include a provision requiring such compliance in its lower tier transactions. This verification shall be documented on the Contract File and shall be subject to audit *(31 U.S.C. 1352*). The Contractor and or bidder will provide the require certification as part of the bid and the contract. The SAM and Unique Entity ID (UEI), *Public Law 109-282, 2 CFR Part 25*. SAM is a government-wide registry for vendors doing business with the Federal government and the UEI is the official identified for doing business with the US Government, assigned through SAM.gov.

5. **Byrd Anti-lobbying Act:** (Applies to Construction from the Bid). The Contractor certifies that each tier to the tier above will not and has not used Federal appropriated funds to pay any organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an officer of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other awards covered by federal actions. The Contractor must file the required Certification. *48 CFR 52.203-12*.

6. **Buy American Act and Build America Buy America Act:** The Contractor agrees to comply with the Buy American Act (*41 U.S.C. 10a etseq*.), *Public Law 117-58*, which requires that all of the iron, steel, manufactured products, and construction materials used in an infrastructure project be produced in the US (*Executive Order 14005*) giving preference to domestic end products and domestic construction material. Domestic Preferences for Procurement, *2 CFR 200.322*. The non-non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the U.S. (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all contracts and purchase orders for work or products under an award. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States and "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7. **False or Fraudulent Statement of Claims:** The Contractor acknowledges that *31 U.S.C. Chapter 38*, applies to its actions pertaining to this contract. The Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this contract. The Contractor agrees to include the above language in each subcontract under this contract, modified only to identify the subcontractor that will be subject to these provisions.

8. **Contract Work Hours and Safety Standards Act:** The Contractor will comply with the contracts work hours and Safety Standard Act (*40 USC Sections 3701-3708*) as supplemented by the Department of Labor Regulations (*29 CFR Part 5*).

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9. **Davis–Bacon Act and Copeland Anti-kickback Act:** (Applies to construction, maintenance and repairments) The Contractor agrees to comply with the Davis-Bacon Act (*40 U.S.C. & 3141-3148*). That establishes the requirement for paying the local prevailing wages on public works projects for laborers and mechanics. Contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Annual updates/prevailing wages can be found in the Federal Register, www.federalregister.gov/prevailing-rate-system (*Executive Order 13658*). The Contractor or Sub-recipient will comply with the Copeland Anti-kickback Act (*40 U.S.C. 3145*). By this means the Contractor acknowledges and certifies that will not induce any person employed in the construction, completion, or repair of any public work, to give up any part of the compensation to which he or she is otherwise entitled.

10. **Seat Belt Use:** In accordance with the Executive Order 13043 the Contractor will enforce Seat Belt use policies and programs for its employees/contractors when operating agency cars, rented or personally owned vehicles operated on Military Bases.

11. **Compliance with Federal Law, Regulations and Executive Orders:** The Contractor will comply with all applicable federal laws, regulations and executive orders and National Guard policies, procedures, and directives.

12. **No Obligation by Federal Government:** The federal government is not a party to this contract and is not subject to any obligations or liabilities to the Agency, contractor, or any other party pertaining to any matter resulting from this contract.

13. **Privacy Act:**

The Contractor agrees to:

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under
(2) the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies-

a. The systems of records; and
b. The design, development, or operation work that the contractor is to perform.
c. Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this paragraph,

(4) in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to

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accomplish an agency function. For the purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is an employee of the agency.

"Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records. "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph. "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying assigned to the individual.

14. **Procurement of Recovered Materials**: (Contracts of $10,000 or more) The Contractor agrees to provide a preference for products and services that conserve natural resources that protect the environment and maximizes energy establishing an affirmative program for procurement of recovered materials identified as EPA guidelines.

15. **Equal Employment Opportunity (EEO):** The Contractor agrees to obey all laws and regulations regarding discrimination for reasons of race, color, gender, natural origin or social condition, sexual orientation, age, political or religious belief or any other discriminatory cause in the provision of services contained in this contract. It will also have the responsibility to avoid creating a hostile environment, free of all types of harassment, to include sexual harassment; having the responsibility of notifying the Executive Officer for State Affairs or the person designated by PRNG immediately of any situation that arises to this effect. Failure to comply in this regard will cause the contract to be terminated without further notice. *Executive Order No. 11246, Amendment No. 11375; 41 CFR Part 60; Americans with Disabilities Act of 1990 (ADA); and 2 CFR Part 200*.

16. **Termination for Cause and Convenience:** Any of the parties may rescind the contract at any moment, Through written notification to the other party, fifteen (15) days in advance to the date on which the contractual resolution shall be effective. However, the requirement of prior notification will not apply when probable cause for arrest is determined against the Contractor, for any State or Federal crime, and for any of the grounds established in the contract. PRNG will be able to immediately terminate the contract in the event of negligence, abandonment of duties or non-fulfillment of any of the contractual obligations. Non-fulfillment, among other things, will include the Contractor not providing services required by PRNG after having requested them in writing or by any other approved means of communications.

NO services are to be paid for that are in violation to this clause, since it is understood that any official that request and/or accepts services from another part that is in violation to this disposition, is doing so without any appropriate legal authority

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17. **Contractual Legal Remedies Controversies and Pertinent Laws:** This contract will be governed by the laws of the Government of Puerto Rico and the United States of America. Should any disposition, cause or part of this contract be contested for any reason before a Court of Law and declared unconstitutional or null, such determination will not affect, undermine, or invalidate the remaining dispositions or clauses of this contract, rather, in its effect will limit only to the disposition declared unconstitutional or null. Both parties accept that the San Juan Superior Court (Court of First Instance) will be the court with pertinent jurisdiction to elucidate any judicial action originating from this contract.

18. **Drug Free Workplace Act of 1988:** The Contractor certifies that it will maintain a drug free working environment. It also certifies the publication and distribution of material related to the prohibition of controlled substances and the penalties that these are subject to, and that prevention and detection of drug programs have been established. The Contractor will inform PRNG in case of a conviction for drugs in the workplace area and the disciplinary actions that will be taken against any employee convicted for criminal offenses related to the use and abuse of controlled substances according to the "Drug Free Workplace Act of 1988".

19. **Police Record Check:** The Contractor agrees to submit to a background check prior to providing services to PRNG. The background check will be completed by PRNG and includes a criminal record check, verification against the national sex offenders register and any other verification that deem necessary in relationship with the services to be provided by the Contractor. The background checks must show no convictions or pending criminal charges that would render the Contractor to provide the services requested in the contract.

20. **Prohibition of Certain Telecommunications & Video Surveillance Services or Equipment:** Recipients are prohibited from obligating or expending grant funds to procure/obtain; extend/renew a contract; enter into a contract to procure/obtain equipment, services, or systems that uses covered telecommunications equipment/services as a substantial or essential component of a system. Public Law 115-232 identifies covered telecommunication equipment produced by HUAWEI TECHNOLOGY COMPANY or ZTE CORPORATION or any subsidiary/affiliate; HYTERA COMMUNICATIONS CORPORATION, HANGZHOU HIKVISION DIGITAL TECHNOLOGY COMPANY, DAHUA TECHNOLOGY COMPANY or subsidiary/affiliate. *2 CFR 200.216; Public Law 115-232*.

We certify that we will comply with the clauses and conditions established by the precedent clauses, laws, and regulations.

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Compañía

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Nombre

_____ _____
Firma **Sello Corporativo de la Compañía**

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