STATEMENT OF WORK

Potable Water Distribution Pipeline Restoration
at Fort Allen Training Center

PREPARED BY:

CPT Omar Flores de Jesus
FATC Facility Manager

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Part 1

GENERAL INFORMATION

1.0 Background
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PART 1 GENERAL INFORMATION

1.0 Background

The Puerto Rico Army National Guard has a Training Center for continuous military operations located in Juana Díaz, Puerto Rico. This installation requires reliable utility (building roof system, electrical power system, sewer, potable water, etc.) to maintain continues military operations, and during national emergencies. The restoration of the potable water distribution line is necessary to replace aging cast iron and asbestos cement (ACM) pipes, which pose health and environmental risks due to potential fiber release and degradation. Upgrading to PVC piping improves water quality, enhances system durability, and minimizes water leaks. This project will provide a reliable, low-maintenance infrastructure that supports the operational readiness of Fort Allen Training Center (FATC) while minimizing future repair costs.

1.1 Objectives

Remove and properly dispose of existing cast iron and ACM piping, install new PVC piping but minimize disruptions to the installation's water supply and day to day operations.

1.2 Description

Provide all the necessary resources for the restoration of 1,565 ft. a potable water distribution pipeline at FATC. This project entails the restoration of the potable water distribution system at a FATC by replacing outdated asbestos-cement and cast-iron pipelines with modern, high-performance PVC pipes. The existing piping has exceeded its service life, leading to frequent leaks, reduced water pressure, and potential health risks due to aging materials. The new PVC pipeline water distribution system will improve water quality, increase flow efficiency, and provide greater resistance to corrosion and environmental degradation.

1.3 Location:

a. Fort Allen Training Center, Juana Díaz, Puerto Rico.

1.4 Performance of Period

Shall not exceed a total of **180 calendar days** upon issue of Notice to Proceed.

- **45 calendar days** are used for submittal approval, documents, installation access procedures, and other administrative requirements
- **90 calendar days** are for execution of this scope
- **45 calendar** days for final inspections, required training, and closing requirements

Part 2

EXISTING CONDITIONS

2.0 Considerations
2.1 Photos

PART 2 EXISTING CONDITIONS

2.0 Considerations

- Working hours at the military installation are from 7:30 AM to 4:00 PM, Monday through Friday. The selected company must perform the contracted work during the days mentioned above.

- The selected company shall become familiar with details of the work and verify the work nature in the field to avoid interferences with any existing utilities, and the military operations.

- All labor, equipment, expertise, tools, materials, rental equipment, service, and other resources not mentioned but necessary to carry out the work will be the responsibility of the selected company.

- Each contractor or subcontractor requiring unescorted access during the period of performance of the contract shall fill a DD369 Police Record Check (see attached form) and legible copy of state issued ID (real ID or Passport) to be vetted through the National Crime Information Center Interstate Identification Index (NCIC III) to gain access to Camp Santiago Joint Training Center or Fort Allen Training Center.

2.1 Photos



Figure #1, Potable Water Distribution Pipeline Areas to be removed and installed



Figure #2, Potable Water Distribution Pipeline DFAC to RSG area (North to South view)



Figure #3, Potable Water Distribution Pipeline RSG to DFAC area (South to North view)



Figure #4, Potable Water Distribution Pipeline Chapel to RTI barracks area (South to North view)

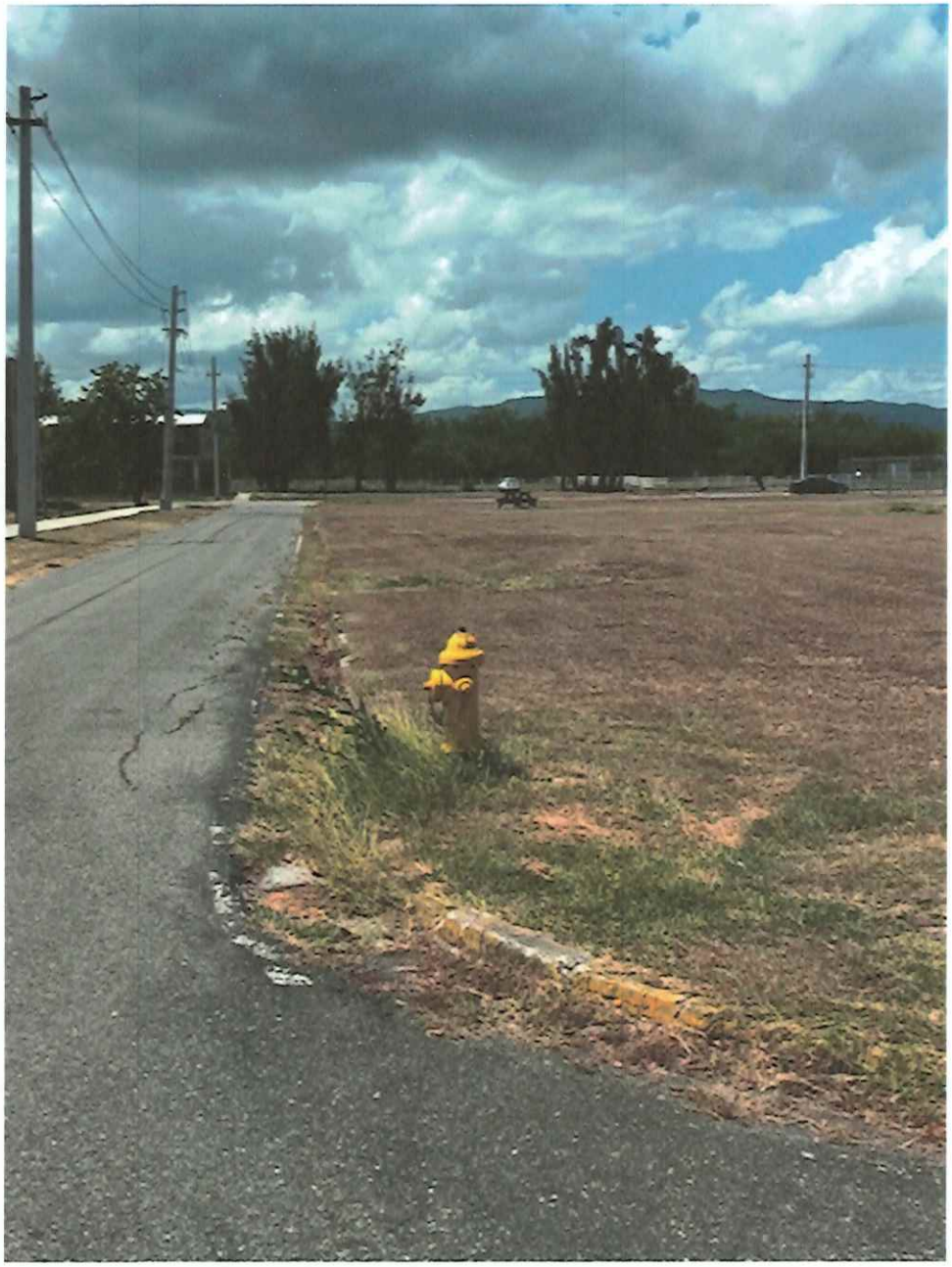

Figure #5, Potable Water Distribution Pipeline Chapel to RTI barracks area 2 (South to North view)



Figure #6, Potable Water Distribution Pipeline RTI barracks area to Chapel (North to South view)

Part 3

ENVIRONMENTAL

3.0 Asbestos (Certification or Report)
3.1 Lead (Certification or Report)
3.2 Permits or Endorsement
3.3 SHPO Requirements
3.4 Policy and Regulations

PART 3 ENVIRONMENTAL

3.0 Asbestos (Certification or Report)

Certification after abatement

3.1 Lead (Certification or Report)

Certification after abatement

3.2 Permits or Endorsement

Municipal Endorsement, etc.

3.3 SHPO Requirements

N/A

3.4 Policy and Regulations

- Safe Drinking Water Act (SDWA)
- Unified Facilities Criteria (UFC) 3-230-02
- American Water Works Association (AWWA)

Part 4

SERVICES / PROJECT WORKS

4.0 Scope of Works

PART 4 SERVICE/ PROJECT WORKS

4.0 Scope of Works

Restoration of 1,565 ft. of potable water distribution pipelines at Fort Allen Training Center as per the following notes:

a. The contractor must conduct a site survey to assess existing conditions and identify critical points in the pipeline system prior to beginning to **remove existing 8 and 6 inches pipelines.**

b. The contractor will **establish controlled work areas, implement necessary safety protocols**, hazard containment measures to prevent asbestos exposure (warning signs, etc.), and following EPA, OSHA, and DoD regulations (i.e. asbestos and cast-iron handling and removal procedures).

c. The contractor shall **perform soil sampling** and laboratory testing along the proposed pipeline replacement alignment to evaluate soil classification, strength, compaction characteristics, and chemical properties. **Testing shall include, but not be limited to grain size distribution, Atterberg limits, moisture content, Proctor compaction, pH, electrical resistivity, sulfate and chloride content, and California Bearing Ratio (CBR).**

d. The contractor will **ensure all personnel** handling ACM are EPA/OSHA-certified asbestos workers and supervisors and **hold valid asbestos abatement licenses**.

e. The contractor must **ensure all workers use proper PPE** (disposable coveralls, gloves, boots, full-face respirators with HEPA filters, cut-resistant gloves, hard hats, safety boots, eye and hearing protection, etc.)

f. The contractor must **perform lead-based paint (LBP) abatement measures and procedures to the bollards** (adjacent to hydrants) in the working area. Workers conducting LBP abatement must be trained and certified as abatement workers by a training provider accredited by the DRNA.

g. The contractor will **establish or coordinate temporary water supply solutions to maintain operational continuity in FATC.**

h. The contractor must obtain all necessary permits and approvals before commencing work.

i. The contractor must **have an Emergency Response Plan** covering asbestos fiber release, accidental pipe rupture, confined space incidents, and worker exposure. Decontamination facilities for personnel and equipment must be available onsite.

j. The contractor will **safely remove a total of 1,565 ft. existing pipeline, cast iron (525 ft.) (6 in. diameter)** and **asbestos-cement pipes (ACM) (1,040 ft.) (8 in. diameter)** in the selected area in Fort Allen Training Center (FATC) and dispose appropriately in compliance with environmental regulations.

k. The contractor will **carefully remove, sealed, labeled, transported and disposed of all ACM and cast-iron pipes removed at FATC and disposed of at an approved hazardous materials facility.**

l. The contractor will **maintain strict chain-of-custody documentation for all hazardous waste** and will prevent soil and groundwater contamination by implementing spill prevention and containment.

m. The contractor will **acquire and install new high-quality, pressure-rated PVC pipes (6 inches)** with other components rated for pressure (couplings, check valves, hydrants tee, etc.), that meet military and industry standards, where he/she removed the cast iron and ACM pipes.

n. The contractor will **acquire and install gate valves** at each end of the installed pipe segments. The gate valves should be **placed in concrete boxes (cajones de cemento)** for easy identification and accessibility.

o. The contractor will **remove four (4) fire hydrants** from the existing pipes in the designated work areas and **reinstall them** on the new PVC pipe.

p. The contractor will ensure solvent welding or gasket joint connections are performed according to the manufacturer's recommendations.

q. The contractor will **conduct pressure and leakage tests** to ensure operational efficiency. This testing shall include, but not be limited to hydrostatic pressure test, leak detection inspection, test results report, and certification of system integrity.

r. The contractor will complete the project within the timeframe established (180 days) with phased implementation to minimize service disruptions.

s. The contractor will **identify pipes with detectable underground tape with "Caution Buried Water Line Below"** legend, backfill, and compact trenches to restore the work area to its original condition and to avoid accidents.

t. The contractor will **repair and resurface affected roads, sidewalks, or landscaping** and ensure the site is restored to its original condition or better.

u. The contractor will **conduct final water quality tests** to verify

system safety before service activation. This testing shall include, but not be limited to sample collection, certified laboratory analysis, and reporting of physical, chemical, and bacteriological parameters necessary to verify compliance with applicable drinking water standards and ensure safe operation of the water distribution system within the installation.

v. The contractor will **provide a certificate of the new PVC water distribution pipeline which is fully operational and leak-free**, compliance certificates for lead-based paint and asbestos removal and disposal, pressure and water quality test reports and as-built drawings and updated utility maps.

w. The contractor shall comply with the Buy American Act. All materials used in this project must come from USA.

x. The contractor will **provide full documentation of abatement and disposal**.

Part 5

GENERAL REQUIREMENTS

PART 5 GENERAL REQUIREMENTS

- The contracted company is responsible for the payment of salaries to its personnel, social security, State Insurance Fund Corporation premium, contributions, and/or any other stipend or economic contribution not mentioned but required by the labor laws and regulations in force in the State or Federal jurisdiction. In case of contracting personnel for professional services, the company is responsible for complying with the terms agreed upon by both parties in such contract.

- The contracted company will use duly experienced, identified, uniformed personnel, wearing safety equipment (gloves, goggles, ear protection, shoes, etc.), and with adequate supervision. In addition, it will provide a listing of all personnel taking part in any part of the performance of the services, and a listing of information on official vehicles entering GNPR facilities. In addition, the criminal records of the company's personnel will be evaluated by the GNPR prior to commencing work on the military installation's premises.

- The contracted company will be responsible for any damage caused to GNPR property or visitors, because of the provision of services. In addition, it shall be liable for damages caused to second and third parties because of the provision of the services.

- The selected company will provide prior to commencement of services, the following documents for PRARNG evaluation and approval:

    i. State Insurance Fund Coverage (Fondo del Seguro del Estado).
    ii. General Liability Insurance with a minimum coverage of $1,000,000.00 dollars.
    iii. Safety Plan for Services.

- The selected company must provide a safety plan where all the risks in the different work activities are considered, and measures to be taken to mitigate or eliminate such risks.

- Upon completion of the services, the company must submit its invoice for collection with the following certification:

    "Bajo pena de nulidad absoluta certifico que ningun servidor publico de este organismo es parte o tiene algun interes en las ganancias o beneficios producto del contrato objeto de esta factura y de ser parte o tener interes en las ganancias o beneficios producto del contrato ha mediado una dispensa previa. La unica consideraci6n para suministrar los bienes o servicios objeto del contrato ha sido el pago acordado con el representante autorizado de la agencia. El importe de esta factura es justo y correcto. Los trabajos de construcci6n han sido realizados, los productos han sido entregados (los servicios prestados) y no han sido pagados"

- The same, certified by the person with authority in jurisdiction for the

selected company. In addition, the invoices must have attached photos of the areas worked in accordance with the work required in this scope of work. In addition, they must be accompanied by the Tax Withholding Certificates from the Department of the Treasury.

- Guarantees indicating "as per manufacturer" or "as per manufacturer" will not be accepted on the bidding table.

- Bidders will consider as part of the costs of their bids everything established in Regulation No. 7998 of March 3, 2011, "Uniform General Conditions for Public Work Contracts in Puerto Rico," which will be an integral part of the contract to be formalized as part of this bidding process.

- The bidder must consider the following costs within the bid:
    - State Insurance Fund Policy
    - Public Liability
    - Property Damage
    - Builder's Risk
    - Any "Soft Cost" not requested in the bidding documents

- After receiving the purchase order from ASG, the Contractor must submit the schedule of the work to be performed to the National Guard, which will be required for approval prior to the start of work. The contractor will not begin any work until it receives notification to proceed from the National Guard. The schedule must include the implementation strategy and comply with the delivery deadline specified by the Contractor in its bid.

- The supervisor or person in charge of the work must have, as a minimum, 30-hour OSHA training.

- Projects with 10 or more employees must have a full-time occupational safety inspector on-site.

- Rental of equipment necessary to perform the tasks must be considered in this proposal. (Aerial Lift, Boom Lift, Boom Trucks, Scaffolding, among others).

- The successful bidder will be responsible for the storage of materials and must have a storage/trailer; the National Guard will provide the area to locate the storage/trailer. Payment will only be made for work performed and material installed.

- The Contractor will keep work areas always clean. The disposal of waste in the facilities' trash containers will not be permitted. The rental of a dumpster for waste generated on the project must be considered. Waste must be periodically removed from the facilities. A manifest will be required for each disposal.

- The Contractor must include in its bid the rental of portable restrooms for the exclusive use of its employees.

- The Contractor is responsible for strict compliance with the legal and regulatory provisions that are part of this document, and any other regulations, rules or certifications required or imposed by the federal government for projects supported with federal funds.

- The National Guard is not responsible for losses in the event of emergencies due to force majeure.

- The Contractor shall implement all necessary safety measures to delimit and label the areas impacted by the work related to this project, as well as the areas designated for the storage of materials and equipment, in such a way as to restrict access to them by persons not involved in the work included in the contract during the development of the work.

- Noise emissions from the areas affected by the work included in the contract shall not exceed the maximum levels established by law and in accordance with the provisions established in the applicable regulations.

- The Contractor shall take all necessary measures to prevent the spread of fugitive dust from removal or selective demolition activities and the hauling of materials or debris, in strict compliance with the provisions established by law and applicable regulations. The use of materials and equipment that emit toxic gases and waste into the environment, in strict compliance with the provisions established by law and applicable regulations.

- The Contractor shall be responsible for ensuring that all subcontracted work is performed in accordance with applicable federal and state standards and policies. The contractor or subcontractor specifically agrees to be bound by the confidentiality provision regarding personally identifiable information.

- The Bidder shall consider the provisions of the Davis-Bacon Act (DBRA) and its compliance.

- All transactions related to the work to be performed shall be conducted in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5, as applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148, and the requirements of 29 C.F.R. Part 5, as applicable.

- The Contractor shall comply with applicable environmental laws and regulations.

- The Contractor shall be responsible for performing the work in a manner that ensures the safety of employees and visitors, as well as the Contractor's employees.

- Any additional work not detailed in the scope of work or in this document shall be performed at no cost to the Requesting Agency.

- The work must comply with applicable Building Codes. Work that does not comply with the Codes will be considered unacceptable.

- The Contractor shall provide the Requesting Agency with any price breakdown requested by the latter.

- It is understood that the specifications include all requirements necessary to complete the entire work, duly supplying all materials, equipment, and labor, even though some details may be omitted (i.e., details related to the full implementation of the scope of work). All work will be complete, operational, and in excellent condition.

- The Requesting Agency reserves the right to suspend work for the protection of employees or visitors. The Government Agency has the authority to suspend work in whole or in part for any period it deems necessary, whether due to adverse weather conditions or other conditions it deems detrimental to the continuation of the work. This action will not entail any cost to the Agency, and the contractor will be notified in advance of the reasons for suspending the work. The work to be performed always will be coordinated with the personnel designated by the Agency.

Part 6

CODES AND REGULATIONS

PART 6 CODES AND REGULATIONS

The work performed in this SOW must comply with, but not limited to, the following codes and regulations.

- AR 190-11 Physical Security of Arms, Ammunitions, and Explosives
- OSHA Standards (29 CFR 1910 and 1926) Clean Air Act (CAA) – Section 608 & 609
- Environmental Protection Agency (EPA) Refrigerant Management Rules
- Energy Independence and Security Act (EISA) of 2007 Energy Policy Act (EPAct) of 2005
- ASHRAE 90.1 (Energy Standard for Buildings Except Low- Rise Residential Buildings)
- UFC 3-410-01 (Heating, Ventilating, and Air Conditioning Systems)
- UFC 1-200-01 (General Building Requirements) National Electric Code (NEC) – NFPA 70
- UFC 1-200-01 (DoD Building Code)
- UFC 1-200-02 High Performance and Sustainable Building Requirement
- Department of Defense Instruction (DoDI) 4170.11 – Installation Energy Management
- Defense Logistics Agency (DLA) and Federal Supply Schedule (FSS) Procurement Regulations
- Federal Acquisition Regulation (FAR) Part 23 Resource Conservation and Recovery Act (RCRA)

GUARDIA NACIONAL
GOBIERNO DE PUERTO RICO

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Cláusulas de inclusión imperativa en todo contrato

Además de todas las cláusulas obligatorias que deben consignarse en los contratos conforme a las distintas legislaciones y demás normativas vigentes, todos los contratos de servicios profesionales y contratos de servicios comprados (no profesionales), **independientemente de su cuantía,** deberán contener textualmente las siguientes cláusulas:

1. Cláusula de servicios interagenciales: Ambas partes contratantes reconocen y acceden a que los servicios contratados podrán ser brindados a cualquier entidad de la Rama Ejecutiva con la cual la entidad contratante realice un acuerdo interagencial o por disposición directa de la Oficina de la Secretaria de la Gobernación. Estos servicios se realizarán bajo los mismos términos y condiciones en cuanto a horas de trabajo y compensación consignados en este contrato. Para efectos de esta cláusula, el término "Entidad de la Rama Ejecutiva" incluye a todas las agencias del Gobierno de Puerto Rico, así como a las instrumentalidades, corporaciones públicas y a la Oficina de la Gobernadora.

La cláusula anterior no será requerida en los casos de contratos de servicios de construcción en los que se realizará una obra especifica.

2. Cláusula de terminación: La Oficina de la Secretaria de la Gobernación tendrá la facultad para dar por terminado el presente contrato en cualquier momento.

3. Relaciones contractuales con otras entidades gubernamentales: Al momento de suscribir el presente contrato, la SEGUNDA PARTE [o el Contratista, según aplique] mantiene una relación contractual vigente con las siguientes entidades del Gobierno de Puerto Rico: [mencionar entidades]. La SEGUNDA PARTE [o el Contratista, según aplique] certifica que las entidades mencionadas son todas las entidades del Gobierno de Puerto Rico con las que tiene alguna relación contractual. Además, la SEGUNDA PARTE reconoce y acepta que el omitir mencionar alguna entidad gubernamental con la cual tenga una relación contractual vigente puede resultar en la recisión de la presente contratación de así requerirlo la PRIMERA PARTE [o el Departamento, Oficina, Administración, Autoridad, Junta, Negociado, etc., según aplique].

Initiales _____

4. Política de Revisión de Contratos de la Junta de Supervisión y Administración Financiera para Puerto Rico: Las Partes reconocen que el CONTRATISTA ha presentado la certificación titulada "Requisito de Certificación del Contratista", requerida de conformidad con la Política de Revisión de Contratos de la Junta de Supervisión y Administración Financiera para Puerto Rico, firmada so pena de pe1jurio por el Director Ejecutivo del Contratista (o el oficial de más alto rango equivalente). Se incluye como anejo a este Contrato, copia firmada del "Requisito de Certificación del Contratista".

5. Cláusula de prohibición de actividades de cabildeo: La SEGUNDA PARTE [o el nombre del contratista, según se consigne en el contrato] certifica que leyó y conoce las disposiciones del "Código de Ética para contratistas, suplidores, y solicitantes de incentivos del Gobierno de Puerto Rico", incluido como parte de las disposiciones de la Ley Núm. 2-2018, según enmendada, conocida como "Código Anticorrupción para el Nuevo Puerto Rico". Específicamente, la SEGUNDA PARTE reconoce que, conforme con el Articulo 3.2(h) de la Ley Núm. 2-2018, no puede intervenir "en asuntos que puedan desembocar en un conflicto de intereses o que tengan apariencia de ello". A tales fines, la SEGUNDA PARTE reconoce que leyó y conoce las normativas consignadas en el Memorando Núm. OSG-2025-001 emitido por la Oficina de la Secretaria de la Gobernación, y certifica y garantiza que, durante la vigencia de este contrato, esta, sus accionistas, oficiales o empleados, no incurrirán en actividades de cabildeo, directas o indirectas, según definidas en el referido Memoranda Núm. OSG- 2025-001, frente a la entidad gubernamental aquí contratante o cualquiera de sus entidades adscritas. La SEGUNDA PARTE reconoce que esto es una condición esencial de este contrato y de esta incurrir en una violación a las normativas establecidas en el "Código de Ética para contratistas, suplidores, y solicitantes de incentivos del Gobierno de Puerto Rico" de la Ley Núm. 2-2018 y/o en el Memoranda Núm. OSG-2025-001, será causa suficiente para que se deje sin efecto y se cancele este contrato inmediatamente.

Todo contrato de servicios profesionales o contrato de servicios comprados (no profesionales) que no incluya las cláusulas contenidas en esta Sección se entenderá como desautorizado, por lo que podrá ser anulable, incluyendo aquellos contratos otorgados en casos de emergencia, según definido en el inciso (2) de la Sección XI.

Compañía: _____

Representante Autorizado: _____

Fecha: _____

Initiales _____

GUARDIA NACIONAL

GOBIERNO DE PUERTO RICO

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.

Iniciales_____

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*).

Iniciales_____

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.

_____
Compañía

_____
Nombre

_____
Firma

_____
Sello Corporativo de la Compañía

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