



Hon. Pedro R. Pierluisi Urrutia
Gobernador

Lcda. Karla G. Mercado Rivera
Administradora y Principal Oficial de Compras

AMENDMENT NO. 1

FORMAL AUCTION 22J-04975

**PURPOSE: PURPOSE: LEAD BASED PAINT (LBP) MITIGATION AT ARECIBO
READINESS CENTER, GUAYAMA READINESS CENTER AND CAGUAS READINESS
CENTER**

Subject: Various

To all Bidders interested in participating in the Reference Auction are notified of the following amendment:

1. **Amended offer Table I**, included in (Attachment 1), must be used in the bidding process.
2. **Attachment 15**, Cement Certification Produced in Puerto Rico, of the auction specifications does not apply to this case.
3. **In the Statement of Works**, some information is incomplete. Add the following information:
 - a. Includes **Part 2.2, Environmental Policy**, of the Statement of Works (Attachment2)
 - b. Includes **Part 2.3.1, General Conditions**, of the Statement of Works(Attachment2)
 - c. Includes **Annex A, Federal General Clauses**, of the Statement of Works to be completed and delivered along with the proposal. (Attachment2)
 - d. From the Statement of Works **Part 3 is removed**, Documents required by PRNG to Submit with the Proposal, Bidder must consider the provisions of **Part I Paragraph 13 of the Auction Specifications**.
 - e. From the Statement of **Works part 4 is removed**, Bonds and Insurances Required by PRNG to Perform the Activities, Bidder must consider the provisions of **Part II Paragraph 7 of the Auction Specifications and Part III Paragraph 10 of the Auction Specifications**.
 - f. **Part 5, Confidentiality and Property Information, is removed** from the Statement of Works, Bidder must consider the provisions of **Part I Paragraph 21 and Part I Paragraph 22 of the Auction Specifications**.
 - g. Part 6, **Payment Terms and Method, of the Statement of Works is eliminated**, Bidders must consider the provisions of **Part III Paragraph 9 of the Auction Specifications**.

h. Includes Part 7, Schedule and Hours of Operation, (Attachment3) of the Statement of Works.

i. Includes Part 8, Security and Protection, of the Statement of Works. (Attachment3)

j. Part 9, Other Terms, of the Statement of Works is eliminated, Bidder must consider the provisions of Part III Paragraph 14 of the Auction Specifications and Part III Paragraph 15 of the Auction Specifications.

k. Part 10, Conflict of Interest, is removed from the Statement of Works, Bidder must consider the provisions of Part III, Paragraph 16 of the Auction Specifications.

All the document are included in the following Attachments:

1. Attachment1,
Amended Offer Table 1
2. Attachment 2,
2.2 Environmental Policy
2.3.1 General Conditions
Attachment A Federal General Clauses
3. Attachment 3
Part 7 Schedule and Hours of Operation
Part 8 Security and Protection

This amendment is part of the Auction Specifications and those interested in bidding will have to consider it when submitting their offer. All other terms, conditions and specifications will remain unaltered.


Héctor Ortiz Méndez
Auxiliary Procurement Administrator


Aura Rosa Vázquez
Procurement Officer

Issued today, Tuesday, July 26, 2022
In San Juan, P.R.



ADMINISTRACIÓN DE SERVICIOS GENERALES
Gobierno de Puerto Rico
PO Box 41249
San Juan, PR 00940
(787) 759-7676
administracion@asg.pr.gov



Attachment1

Amended Offer Table 1

OFFER TABLE - AMENDED
FORMAL AUCTION NO. 221-04975

LEAD BASED PAINT (LBP) MITIGATION AT ARECIBO READINESS CENTER GUAYAMA READINESS CENTER AND CAGUAS READINESS CENTER

Item	Description	UNIT	Total Unit Price	PREFERENCE LAW % (if Applicable)	Delivery Time	Warranty
1	*Lead Based Paint (LBP) Mitigation at Arecibo Readiness Center, as Indicated in the Statement of Works of the Bidding Documents	1 lump sum				
2	*Lead Based Paint (LBP) Mitigation at Guayama Readiness Center, as Indicated in the Statement of Works of the Bidding Documents	1 lump sum				
3	*Lead Based Paint (LBP) Mitigation at Caguas Readiness Center, as Indicated in the Statement of Works of the Bidding Documents	1 lump sum				
Total Price (Items 1,2 and 3)			\$ -	Total Delivery Time (Items 1,2 and 3)		
4	** Transportation and disposal of a dangerous component.	1 yd^3				
Notes: *The Bidders have to submit with the Offer Table the Details of the Total Price through the Cost Proposal. *The Cost Proposal will only be used for the evaluation process of Offers received. ** The Bidders will set a cost for transportation and disposal of a dangerous component. Unit is yd ^3.						

Bidder's Name: _____ Date: _____

Name of the Authorized Representative of Bidder _____

Signature of the Authorized Representative of Bidder _____

Attachment 2

2.2 Environmental Policy

2.3.1 General Conditions

Attachment A Federal General Clauses

2.2

ENVIRONMENTAL POLICY



PUERTO RICO NATIONAL GUARD
THE ADJUTANT GENERAL OFFICE
552 BORINQUENEER STREET
FORT BUCHANAN, PR 00934

NGPR-Z

9 November 2020

MEMORANDUM FOR ALL PERSONNEL OF THE PUERTO RICO ARMY NATIONAL GUARD

SUBJECT: Environmental Policy Statement

1. The Puerto Rico Army National Guard is a versatile organization of educated, disciplined and well-trained Citizen Soldiers committed to accomplish those missions that are in the best interests of our Nation, State and community.
2. Personnel in this organization are subject to federal, state and local environmental laws and regulations. They must ensure they fully understand and conform to these laws and regulations.
3. The Puerto Rico Army National Guard is committed to protect and preserve our physical environment utilizing environmentally sound standards and practices.
4. Through the adoption of this Policy, the Puerto Rico Army National Guard will:
 - a. Support the military mission by identifying management actions required to protect and conserve natural and cultural resources and provide sustained use of the training lands.
 - b. Be an environmentally responsible neighbor in the communities where we operate, and act promptly and responsibly to correct incidents or conditions that endanger human health or the environment.
 - c. Comply with all applicable Federal, State and local environmental laws and regulations, and those other requirements to which we subscribe.
 - d. Consider environmental requirements and impacts early in our planning process as they relate to military training, equipment fielding and construction projects.
 - e. Clean-up any contaminated sites as quickly as resources permit.
 - f. Continually improve pollution reduction strategies through the application of innovative processes and technologies.

NGPR-Z
SUBJECT: ENVIRONMENTAL POLICY STATEMENT

5. Every employee, contractor and tenant of the Puerto Rico Army National Guard is expected to adhere to the provisions set forth in this policy. Managers at all levels are expected to oversee the implementation of this policy in their respective areas of responsibility.

6. Previous Policy Statement, 27 August 2019, is rescinded. A copy of this policy statement will be permanently posted on all bulletin boards.

7. Point of contact is 1LT David Santiago, PRARNG Environmental Manager, at (787) 421-8605, or email david.santiagohernandez.mil@mail.mil.



JOSE J. REYES
Major General (PR), PRNG
The Adjutant General

DISTRIBUTION:
A

2.3 CONDITIONS

2.3.1 GENERAL CONDITIONS

A. Administrative

1. The proposal must include the payment of all applicable state and municipal taxes and patents as require by Law. The Contractor shall be paid taxes prior to start the works and will be required to present evidence of these payments.
2. The Contractor should pay municipal taxes and fees applicable to the project not later than fifteen (15) calendar days after first partial payment is made by the PRNG.
3. Along the duration of contract, Contractor must comply with Federal Non-Discrimination policy and Drug-Free Workplace Policy.
4. Any waste generated as part of the contract must be disposed outside of PRNG facilities and in accordance with applicable laws and regulations.
5. The Contractor is responsible for provide to PRNG copy permits hauling vehicle that transport material generated as part of the proposed activities.
6. If applicable the Fuel Oil and Gas (F.O.G.) shall be no more than 25% of the equipment charges.
7. If applicable the Fringe Benefits shall be no more than 30% of the payroll.
8. If there is any component/element that may be indicated on one part of the Contract Documents and not on another part of the Contract Documents, the General Contractor is still fully responsible for procurement and testing of that component/element as part of his/her Contract with the Government at no additional cost to the Government. If there is a discrepancy or conflicting requirements either specified or shown on the documents, consider the most stringent requirement.
9. Working hours at the facility are from 7:30a.m. to 4:00p.m. Any activities to be developed off working hours must be coordinated with PRNG and the execution will be pending approval from PRNG and without additional charges.
10. All the provide information as part of this acquisition process, including but not limited to: plans, statement of works, and photography, is for the exclusive use of this acquisition process. Any reproduction and distribution of the material for other use is prohibit.
11. FAR 52.219-14 Limitations on Subcontracting only apply for contracts performed by Small Business Administration or 8(a) Bidders.
12. Portable Toilet Facilities: Contractor shall be responsible for providing sanitary services for its employee's throughout the duration of the activities of the contract. Toilets shall be regularly cleaned and emptied as required by Health regulations.
13. Award of Subcontracts for Portions of the Work,
 - Unless otherwise specified in the Contract Documents the Contractor, as soon as practicable after the signing of the Contract, shall furnish to the Owner's Representative in writing for his acceptance a first of the names of the main Suppliers and Subcontractors proposed for the principal portions of the Work.
 - The Contractor must be submit the Certification of Subcontractors and Suppliers provide by PRNG. As part of this Certification of Subcontractors and Suppliers is required that the Contractor provide a copy of the Payment and Performance Bonds.
 - All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner's Representative, Owner and Architect/Engineer, including required contract provisions applicable to Federal Agency funded projects.
14. The Contractor shall pay each Subcontractor for work performed in the Project in accordance with the terms and conditions stipulated in the contract executed by and between the Contractor and the Subcontractor.

15. The Contractor shall be considered as an independent contractor for all purposes under the Contract, and no persons engaged or contracted by the Contractor for the performance of Contractor's obligations shall be considered an employees or agents of the Owner.
16. The Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other such individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
17. The Contract Time (or Milestones) may only be changed with a Change Order or by a Written Amendment.
18. Owner, Owner's Representative, and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Said access shall be previously coordinated with Contractor.
19. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.
20. As part of the evaluation process of bid proposals personnel of ASG and PRNG verify the amount of the Bid Bond with surety company.
21. As-built plans shall be required for the final closeout documents.
22. The amount retainage with respect of each progress payment is ten percent (10%).
23. Bidders are responsible of notifying to ASG and PRNG any discrepancy that exists in the plans specifications, and bidding documents during the bidding process.
24. It is up to PRNG's discretion to approved and recognize payment shall be made to the Contractor formalized and equipment on site.
25. Any person who as part of the activities of the contract, will access the facilities on behalf of the Contractor should be have at all times a photo ID. Accepted identifications are: passport, driver's license, or ID car issued by the Department of Transportation and Public Works (DTOP).
26. The Contractor is responsible to keep clean the site works at all times and the removal of debris during performance of the works.
27. If the Contractor fails to clean up and keep the grass, as indicated above, the PRNG may do so and the cost thereof shall be charged to the Contractor.
28. All materials and equipment acquired by the Contractor as part of the contract must meet with the Buy American Act.
29. The Contractor is responsible for the collection and disposal of all waste generated as part of the activities under contract.
30. The Contractor is responsible of the construction of the all materials and workmanship furnished in the construction of the project and is included in the bid price and no additional payment will be made by PRNG.
31. The Contractor will be allowed to stored materials and equipment used in the project within the facility. It is the Contractor's responsibility to provide the storage, security materials, and equipment.
32. The Contractor shall include in their proposal the cost for the tests, analysis, exploration, reports, and results needed to perform the SOW and be indicated in the plans, drawings, and specifications.
33. All cost in connection with the preparation and maintenance of schedules, works plans, submittals, request for information, and other work and task have to be included and be part of the project's general administrative expenses.
34. The Contractor shall submit two 92) sample of each item, when applies.

B. Project Schedule

1. Progress schedules shall represent a practical plan to complete the Work within the Contract Time, and shall convey the Contractor's intent as to the manner of prosecuting the progress of the Work.
2. The scheduling and execution of construction in accordance with the Contract Documents are the responsibility of the Contractor. The Contractor shall involve and coordinate all Subcontractors and Suppliers in the development and updating of progress schedules.
3. The submittal of progress schedules shall be understood to be the Contractor's representation that the progress schedule meets the requirements of the Contract Documents and that the Work is expected to be executed in the sequence and duration indicated in the progress schedule.
4. Unless otherwise specified in the Contract Documents, all costs in connection with the preparation and maintenance of schedules, work plans, submittals and other work are to be included and form part of the project's general administrative expenses. Contractor's Cost for work shall not be paid as a separate pay item in Unit Price contracts or as a Schedule of Values item, in Lump Sum contracts.
5. The Project Schedule shall be computer produced using the Critical Path Method ("CPM") format. The schedule shall be computer generated utilizing an Owner approved project scheduling software, as indicated in the Contract Documents, such as Primavera or Microsoft Project. The project scheduling software selected shall be used consistently from commencement to Final Acceptance of the Project. If the Contractor desires to use a project scheduling software other than the one specified in the Contract Documents, he shall request authorization from the Owner's Representative to do so, prior to the issuance of the Notice to Proceed. If the Contract Documents do not indicate a specific scheduling program, the Contractor may use any of the three mentioned herein, at his sole option.
6. The Project Schedule shall be updated monthly and submitted.
7. The schedule shall show Contract tasks, percent complete, progress bars, baseline schedules, milestones, start and finish dates, and other breakdown as required by the Owner's Representative. The schedules shall show clearly the sequence of activities.
8. The schedule shall contain sufficient activities to clearly show the sequence and interdependencies of the Work. The Owner's Representative may request that additional activities and information be added and from time to time may also require reasonable amendments to the schedule format that result in more clarity as to how the information is presented.
9. Activity durations shall be expressed in whole days. Work that is to be performed by Subcontractor shall be clearly defined.
10. Critical path activities are those activities with a total float equal to or less than zero. Schedules with negative total float may be found to be impractical by the Owner's Representative.
11. All progress schedule submittals are subject to review and approval by the Owner's Representative.
12. The third progress payment shall not be paid to Contractor until acceptable schedules are submitted to Owner's Representative, or until schedules are considered approved as specified herein.
13. A schedule in calendar time-scaled bar chart format depicting the Contractor's intended work activities for the upcoming four (4) week period shall be submitted on a monthly basis and shall be due on the day of the project's weekly meeting. Each activity of one (1) day or more in duration shall be indicated.
14. The four (4) week work plan shall be submitted on sheets not less than 8 inches by 11 inches, or as approved by the Owner's Representative.
15. At least once each month, or often if indicated in the Contract Documents, the Contractor shall submit an updated schedule showing the progress of the Work to date and anticipated activities to be worked on.

16. If, according to the approved Project Schedule, the Contractor is thirty (30) or more days behind as to the completion date of any milestone, or the schedule contains thirty (30) or more days of negative float, considering approved time extensions, the Contractor shall submit a revised schedule, showing a practical plan to complete the Work within the Contract Time.

C. Safety Requirements

1. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility and utilities services in site.
2. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site that was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work.
3. Unless otherwise provided in the Contract Documents the Owner, through Owner's Representative, shall have no authority over, nor responsibility for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or shall not be held responsible for any failure of Contractor to comply with Laws or Regulations applicable to the performance of the Work. Owner's Representative, or Owner, will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
4. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to: all persons on the Site or who may be affected by the Work, all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site, and other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
5. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
6. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
7. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Owner's Representative has issued a notice to Owner and Contractor of Final Acceptance of the Work (except as otherwise expressly provided in connection with Substantial Completion).
8. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. The safety representative at the Site may have other duties assigned to him.
9. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available at the site in accordance with laws or regulations.
10. During such time, the Contractor shall be responsible for the Safety and Protection of such underground facilities and utilities services on site.
11. It is the responsibility of the Contractor to assign a "Safety Manager" must have credentials issued by OSHA to perform the Safety Manager roles and responsibilities.

D. Project Manager

1. Unless otherwise indicated in the Contract Documents, the Contractor shall employ a competent licensed and collegiate architect or engineer, as the Project Manager, and necessary assistants to direct the Work. These assistants shall be in attendance at the project site at all times during the prosecution of the Work. The Project Manager shall be satisfactory to the Owner or his representatives and shall not be changed except with the consent of the Owner, unless the Project Manager proves to be unsatisfactory to the Contractor (and Contractor gives Owner written notice of the specific reason for removal as Project Manager or ceases to be in Contractor's employ.
2. The Project Manager will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. The Contractor, prior to the start of the Project, will inform the Owner's Representative, if already assigned, or the Owner, if not assigned, the name, authority and responsibilities of the Project Manager and/or Superintendent.
3. All communications given or received from the Project Manager shall be binding on Contractor. All communications related to the Contract directed to the Contractor and/or proceeding from the Owner, Architect/Engineer, Owner's Representative and other representatives of the Owner shall be made thru the Project Manager.
4. PRNG requires the Contractor provides a Project Manager at all times in the site of the project.

E. Permits

1. Any other fees or charges related to permitting to be paid by the Contractor will be indicated in the special conditions.
2. The Contractor is responsible to obtain all permits and certifications of approval required in connection with this statement of works.
3. The Contractor is responsible to develop and submit a Work Plans for cleaning, removal and disposing of the contaminated material.
4. The Contractor is responsible to obtain all permits and certifications of approval required in connection with this statement of works, and requires to develop the activities of the SOW.
5. The Contractor is responsible for preparation and implementation of a recycling plan in accordance with Act No. 70 of September 18, 1992 (Law to reduce and recycle solid waste, as amended) and the Regulations for the reduction, reuse, and recycling of solid waste (Regulation No. 6825, as amended) and lie in the Solid Waste Authority (ADS) Recycling Plan and monthly reports.

F. Substantial Completion

1. The substantial completion is the time at which the Work (or a specified part thereon has progressed to the point where, in the opinion of the Owner, or its authorized representative, the Work (or a specified part thereof is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
2. The word "deficient," when modifying the word "Work," refers to Work, or part of it, that is unsatisfactory, faulty, or defective in that it does not conform to the Contract Document or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Owner's Representative's recommendation of final payment, unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with these General Conditions.
3. Prior to Substantial Completion of the Work Contractor shall clean the Site and make it ready for utilization by Owner.

4. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Owner's Representative in writing that the entire Work is Substantially Complete (except for items specifically listed by Contractor as incomplete) and request that Owner's Representative issue a Certificate of Substantial Completion. Owner may, at its sole option, request that part of the Work be declared Substantially Complete.
5. Within five (5) working days after such request, Owner, Contractor and Owner's Representative shall make an inspection of Work to determine the state of completion. If within this time period, the Owner's Representative fails to make objections or respond, the Contractor shall request the approval of the Chief of Construction or equivalent division head of Owner which shall have fifteen (15) working days to issue its approval or disapproval of the Certificate of Substantial Completion.
6. If Owner's Representative does not consider the Work substantially complete, Owner's Representative will notify Contractor in writing, within five (5) working days after the inspection, giving the reasons therefore.
7. If Owner's Representative considers the Work substantially complete, Owner's Representative will prepare and deliver to Owner, within ten (10) working days after the inspection, a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion.
8. The certificate of Substantial Completion shall be attached to the tentative list of items (punch list) to be completed or corrected before final payment.
9. At the time of issuance of the certificate of Substantial Completion, Owner will assume all responsibilities with respect to security, operation, safety, and protection of the Work, maintenance, utilities, insurance, and Contractor warranties and guarantees periods will start to run.

G. Final Acceptance

1. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Owner's Representative will, within five (5) working days, make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars this inspection reveals with regard to incomplete or deficient Work.
2. Contractor will certify to Owner and Owner's Representative that such part of the Work is substantially complete and request Owner's Representative to issue a certificate of Substantial Completion for that part of the Work.

H. Technical

1. Contractor shall keep the grass in the project site.
2. Contractor shall confine equipment, the storage of materials and product, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment.
3. Contractor shall assume full responsibility for any damage to any such land or area, or to the Owner or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Work.
4. The Contractor is responsible for the removal of debris during performance of the Work.
5. During the progress of the Work, Contractor shall keep the Site and other areas free from excessive accumulations of waste materials, rubbish, and other debris caused by his operations on the Site.
6. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
7. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
8. The Contractor is responsible to maintain the green area in all times the project site.

9. If the Contractor fails to clean up as indicated above, the Owner may do so and the cost thereof shall be charged to the Contractor.
10. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available at the Site in accordance with Laws or Regulations.
11. During construction works the contractor cannot close the main street and personnel or vehicle transit cannot be interrupt at any time during the development of the works.
12. PRNG's representative and inspection's representative should have access the job site at all times.
13. The Contractor is responsible of the project Quality Control. The Quality Control Manager is required by the PRNG. The Quality Control Manager and their personnel will not have an other function and roles in the project.

Attachment A

FEDERAL GENERAL CLAUSES

Contract Clauses Required in Purchases and Contracts with Federal Funds **“Cláusulas Contractuales Requeridas en Compras y Contratos con Fondos Federales”** **(2 C.F.R. PART 200, Appendix II)**

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 is in compliance with the requirements established by state laws and regulations and federal regulations established in 2 CFR §200.

“Cualquier adquisición a ser pagada con fondos parciales o completamente federales, debe cumplir con todos los términos y condiciones incluidos como parte de esta solicitud de cotización. Cualquier proveedor interesado en participar en este proceso, se compromete a cumplir con cada uno de los términos y condiciones aquí establecidos. El Contratista certifica que cumplirá con los requisitos establecidos por las leyes y reglamentos estatales y los reglamentos federales establecidos en 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 record for at least ten (10) years following closeout of the award.
“El Contratista y la Agencia otorgarán a cualquier representante autorizado de NGB, DoD o el Contralor General de los Estados Unidos acceso y el derecho de examinar todos los registros, libros y documentos que forman parte de este contrato. La Agencia y el contratista acuerdan cumplir con la retención de registros y proporcionar, si es necesario, todos los registros intactos durante al menos diez (10) años después del cierre de la adjudicación.”
2. **Clean Air Act, Water Pollution Control Act (APLICA A CONSTRUCCION DE \$150,000 O MÁS)** 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).
“El Contratista y la Agencia acuerdan cumplir con todas las normas, órdenes o regulaciones aplicables emitidas de conformidad con la Ley de Aire Limpio y la Ley Federal de Control de la Contaminación del Agua (42 USC, Sección 7401 t 7671 y 33 USC Sección 1318), las violaciones deben informarse a NGB y Agencia de Protección Ambiental (EPA).”
3. **Use of US Flags Carriers** 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.
“El Contratista acuerda utilizar US Flag Air Carriers para el transporte aéreo internacional de personas y propiedades en la medida en que dicho servicio esté disponible, de conformidad con la Ley de Prácticas Competitivas de la Feria Internacional de Transporte Aéreo de 1974 (49 USC 40118), y su directriz intraoperatoria por El Contralor General de los Estados Unidos.”

Iniciales _____



GOVERNMENT OF PUERTO RICO
Puerto Rico National Guard

4. **Debarment and Suspension: EXECUTIVE ORDERS 12549 and 12689 (APLICA A CONSTRUCCION DE \$100,000 o más)** The Contractor agrees to comply with 2CFR Part 180 by certifying that neither it, subcontractor nor its principals or its affiliates are excluded or disqualified from the Excluded Parties List System (EPLS) or the System for Awards Management (SAM), at the current OMB website. This certification is a material representation of fact upon which the agency relies in entering 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 required certification as part of the bid and the contract.
"El Contratista acuerda cumplir con 2CFR Parte 180 al certificar que ni él, el subcontratista ni sus directores o sus afiliados están excluidos o descalificados en el Sistema de Lista de Partes (EPLS) excluidas o el Sistema de Gestión de Premios (SAM), en el sitio web actual de OMB. Esta certificación es una representación material de hecho en la cual la agencia se basa para firmar este contrato. El contratista incluirá una disposición que requiera dicho cumplimiento en sus transacciones de nivel inferior. Esta verificación se documentará en el archivo del contrato y estará sujeta a auditoría (31 U.S.C. 1352). El Contratista y/o el oferente proporcionarán la certificación requerida como parte de la oferta y el contrato."
5. **Byrd Anti-lobbying amendment (APLICA A CONSTRUCCION- DESDE EL BID, REQUIERE CERTIFICACION; APLICA \$100,000 o más)**. 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. *"El Contratista certifica que cada nivel del nivel anterior no utilizará ni ha utilizado los fondos federales apropiados para pagar a ninguna organización por influir o intentar influir un funcionario o empleado de cualquier agencia, un miembro del Congreso o un funcionario del Congreso, o un empleado de un miembro del Congreso en relación con la obtención de cualquier contrato federal, subvención o cualquier otro premio cubierto por acciones federales."*
6. **Buy American Act** The Contractor agrees to comply with the Buy American Act (41 U.S.C. 10a et seq.) giving preference to domestic end products and domestic construction material.
"El Contratista acepta cumplir con la Ley de Compras de Estados Unidos (41 U.S.C. 10a et seq.) Dando preferencia a los productos finales nacionales y al material de construcción nacional."
7. **Central Contractor Registration** The parties agree to comply with the System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.
"Las partes acuerdan cumplir con el System for Award Management (SAM) y Data Universal Numbering Requirements (DUNS)."
8. **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.
"El Contratista reconoce que 31 U.S.C., Capítulo 38 se aplica a sus acciones relacionadas con este contrato. El Contratista certifica o afirma la veracidad y exactitud de cualquier declaración que haya hecho, haga, pueda hacer o haga que se haga en relación con este contrato. El Contratista acuerda incluir el lenguaje anterior en cada subcontrato bajo este contrato, modificado solo para identificar al subcontratista que estará sujeto a estas disposiciones."

Iniciales _____



GOVERNMENT OF PUERTO RICO
Puerto Rico National Guard

9. **Contract Work Hours and Safety Standards Act (APLICA A CONSTRUCCION DE \$100,000 o más)** 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).
"El Contratista cumplirá con los contratos de horas de trabajo y la Ley de Normas de Seguridad (40 U.S.C. Secciones 3701-3708) según lo complementado por el Departamento de Regulaciones Laborales (29 CFR "Parte 5")."
10. **Davis-Bacon Act (APLICA A CONSTRUCCION DE \$2,000 o más)** 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.
"El Contratista acepta cumplir con la Ley Davis-Bacon (40 U.S.C. y 3141-3148). Eso establece el requisito de pagar los salarios locales vigentes en proyectos de obras públicas para trabajadores y mecánicos."
11. **Copeland Anti-kickback act 40 U.S.C. 3145. (APLICA A CONSTRUCCION DE \$2,000 o más y debe ir acompañada de la cláusula DAVIS BACON ACT).** 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 certify 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.
"El Contratista o el Sub-receptor cumplirán con la Ley contra el Soborno Copeland (40 U.S.C.3145). Por este medio, el Contratista reconoce y certifica que no inducirá a ninguna persona empleada en la construcción, finalización o reparación de ninguna obra pública a renunciar a ninguna parte de la compensación a la que tiene derecho de otra manera."
12. **Energy Policy and Conservation Act** 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.
"El Contratista acepta cumplir con las normas y políticas obligatorias relacionadas con la eficiencia energética que figuran en el Plan Estatal de Conservación de Energía emitido de conformidad con la Ley Federal de Política y Conservación de Energía."
13. **Seat Belt Use. Executive Order 13043.** In Accordance with the Executive Order No. 13043 the Contractor will enforce Seat Belt use policies and programs for its employees when operating agency cars, rented or personally owned vehicles.
"De acuerdo con la Orden Ejecutiva No. 13043, el Contratista hará cumplir el uso del cinturón de seguridad de las políticas y programas para sus empleados cuando operen automóviles de agencias, vehículos alquilados o de propiedad personal."
14. **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.
"El Contratista cumplirá con todas las leyes, regulaciones y órdenes ejecutivas federales aplicables y las políticas, procedimientos y directivas de la Guardia Nacional."
15. **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.
"El gobierno federal no es parte de este contrato y no está sujeto a ninguna obligación o responsabilidades con la Agencia, el contratista o cualquier otra parte relacionada con cualquier asunto resultante de este contrato."

Iniciales _____



16. Privacy Act

The Contractor agrees to:

- (1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under 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
- (2) Include this clause, including this paragraph,
- (3) 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 accomplish an agency function. For 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 particular assigned to the individual.

"El Contratista acepta:

- (1) *Cumplir con la Ley de Privacidad de 1974 (la Ley) y las reglas y regulaciones de la agencia emitidas bajo la Ley en el diseño, desarrollo u operación de cualquier sistema de registros de individuos para cumplir una función de la agencia cuando el contrato identifica específicamente:*
 - a. *Los sistemas de registros; y*
 - b. *El trabajo de diseño, desarrollo u operación que el contratista debe realizar;*
 - c. *Incluir la notificación de la Ley de Privacidad contenida en este contrato en cada solicitud y subcontracto resultante y en cada subcontracto otorgado sin una solicitud, cuando la declaración de trabajo en el subcontracto propuesto requiera el rediseño, desarrollo u operación de un sistema de registros de individuos que está sujeto a la Ley; e*
- (2) *Incluir esta cláusula, incluido este párrafo,*
- (3) *en todos los subcontratos adjudicados en virtud de este contrato que requiera el diseño, desarrollo u operación de dicho sistema de registros.*

"En caso de violaciones de la Ley, se puede entablar una acción civil contra la agencia involucrada cuando la violación se refiere al diseño, desarrollo u operación de un sistema de registros de individuos para cumplir una función de la agencia, y se pueden imponer sanciones penales a los oficiales o empleados de la agencia cuando la violación se refiere a la operación de un sistema de registros de individuos para cumplir una función de la agencia. Para propósitos de la Ley, cuando el contrato es para la operación de un sistema de registros de individuos para cumplir una función de agencia, el Contratista se considera un empleado de la agencia."

Iniciales _____

"Operación de un sistema de registros", como se usa en esta cláusula, significa el desempeño de cualquiera de las actividades asociadas con el mantenimiento del sistema de registros, incluida la recopilación, uso y difusión de registros.

"Registro", como se usa en esta cláusula, significa cualquier elemento, recopilación o agrupación de información sobre un individuo que es mantenida por una agencia, que incluye, entre otros, educación, transacciones financieras, historial médico e historial criminal o laboral y que contiene el nombre de la persona, o el número de identificación, símbolo u otra identificación particular asignada a la persona, como una huella digital o una huella de voz o una fotografía.

"Sistema de registros de individuos", como se usa en esta cláusula, significa un grupo de registros bajo el control de cualquier agencia de la cual se recupera información por el nombre del individuo o por algún número de identificación, símbolo u otro identificador particular asignado al individuo."

17. **Procurement of Recovered Materials:** (APLICA A CONTRATOS DE \$10,000 o más) 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.

"El Contratista acuerda proporcionar una preferencia por los productos y servicios que conservan los recursos naturales que protegen el medio ambiente y maximiza la energía estableciendo un programa afirmativo para la adquisición de materiales recuperados identificados como pautas de la EPA."

18. **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. According to Executive Order No. 11246, Amendment No. 11375, 41 CFR Part 60, Americans with Disabilities Act of 1990 (ADA) and 2 CFR Part 200.

"El Contratista acuerda obedecer todas las leyes y regulaciones con respecto a la discriminación por motivos de raza, color, género, origen natural o condición social, orientación sexual, edad, creencias políticas o religiosas o cualquier otra causa discriminatoria en la provisión de servicios contenidos en este contrato. También tendrá la responsabilidad de evitar crear un ambiente hostil, libre de todo tipo de acoso, para incluir el acoso sexual; tener la responsabilidad de notificar al Oficial Ejecutivo de Asuntos del Estado o la persona designada por PRNG de inmediato de cualquier situación que surja a este efecto. El incumplimiento a este respecto hará que el contrato se rescinda sin previo aviso. De acuerdo con la Orden Ejecutiva No. 11246, Enmienda No. 11375, 41 CFR Parte 60, estadounidenses con la Ley Americana de Discapacidades de 1990 (ADA) y 2 CFR Parte 200."

19. **Termination for Cause and Convenience** Any of the parties may rescind the contract at any moment, through written notification to the other party, with fifteen (15) days in advance to the date in 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

Iniciales _____

appropriate legal authority.

"Cualquiera de las partes puede rescindir el contrato en cualquier momento, mediante notificación escrita a la otra parte, con quince (15) días de anticipación a la fecha en que la resolución contractual será efectiva. Sin embargo, el requisito de notificación previa no se aplicará cuando se determine la causa probable del arresto contra el Contratista, por cualquier delito del Estado o Federal y por cualquiera de los motivos establecidos en el contrato. PRNG podrá rescindir inmediatamente el contrato en caso de negligencia, causa probable de arresto contra el Contratista, por cualquier delito del Estado Federal y por cualquiera de los abandonos de funciones o incumplimiento de cualquiera de las obligaciones contractuales. El incumplimiento, entre otras cosas, incluirá que el Contratista no brinde los servicios requeridos por PRNG después de haberlos solicitado por escrito o por cualquier otro medio de comunicación aprobado.

NO se pagarán servicios que infrinjan esta cláusula, ya que se entiende que cualquier funcionario que solicite y/ o acepte servicios de otra parte que infrinja esta disposición, lo hará sin ninguna autoridad legal adecuada."

20. **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 (First Instance) will be the court with pertinent jurisdiction to elucidate any judicial action originating from this contract.

"Este contrato se regirá por las leyes del Gobierno de Puerto Rico y los Estados Unidos de América. Si alguna disposición, causa o parte de este contrato se impugna por algún motivo ante un Tribunal de Justicia y se declara inconstitucional o nulo, dicha determinación no afectará, socavará ni invalidará las disposiciones o cláusulas restantes de este contrato, sino que, en su efecto, limitará solo a la disposición declarada inconstitucional o nula. Ambas partes aceptan que el Tribunal Superior de San Juan (Primera Instancia) será el tribunal con jurisdicción pertinente para dilucidar cualquier acción judicial que se origine en este contrato."

21. **Drug Free Work Place** 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".

"El Contratista certifica que mantendrá un ambiente de trabajo libre de drogas. También certifica la publicación y distribución de material relacionado con la prohibición de sustancias controladas y las sanciones a las que están sujetas y que se han establecido programas de prevención y detección de drogas. El Contratista informará a PRNG en caso de una condena por drogas en el área de trabajo y las medidas disciplinarias que se tomarán contra cualquier empleado condenado por delitos relacionados con el uso y abuso de sustancias controladas de acuerdo con la "Ley de Lugar de Trabajo Libre de Drogas".

Included by Legal Office Judge Advocate (JAG)

22. **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.

"El Contratista se compromete a someterse a una verificación de antecedentes antes de prestar servicios a PRNG. La verificación de antecedentes será realizada por la PRNG e incluye una verificación de antecedentes

Iniciales _____



penales, verificación contra el registro nacional de ofensores sexuales y cualquier otra verificación que se considere necesaria con relación a los servicios que brindará el Contratista. Las verificaciones de antecedentes deben mostrar no condenas o cargos penales pendientes que harían que el Contratista no pueda brindar los servicios solicitados en el Contrato”.

23. **Annual Threat Awareness and Reporting Program (TARP) Training** All Contractor's Employee will complete an annual Threat Awareness and Reporting Program (TARP) training provided by a Counterintelligence Agent, IAW (DoDD 5240.06 Counterintelligence Awareness and Reporting). The Contractor shall submit the certificates of completion of the training for each employee or a memorandum for record to the COR or Contracting Officer (if a COR is not assigned), within five (5) calendar days after completion of the training.
"Todos los Empleados del Contratista completarán una capacitación anual del Programa de Informes y Concientización sobre Amenazas (TARP) brindada por un Agente de Contrainteligencia, IAW "(DoDD 5240.06 Counterintelligence Awareness and Reporting). El Contratista deberá presentar los certificados de finalización de la capacitación para cada empleado o un memorando para su registro al COR o al Oficial de Contrataciones (si no se asigna un COR), dentro de los cinco (5) días calendario posteriores a la finalización de la capacitación."

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

Certificamos que cumpliremos con las cláusulas y condiciones establecidas por las leyes y reglamentos antes mencionados.

Compañía

Nombre

Firma

Puesto que Ocupa

Fecha

Attachment 3

Part 7 Schedule and Hour of Operation

Part 8 Security and protection

PART 7

SCHEDULE AND HOURS OF OPERATION

PART 7: SCHEDULE AND HOURS OF OPERATION

1. The operating hours at PRNG are Monday through Friday from 7:30a.m. to 4:00p.m.
2. Prior to the beginning of the services, The Contractor must submit a project schedule must be evaluated and approved by the PRNG.
3. Thirty (30)days will be allocated for the administrative process and authorization for access to the facilities, which are prior to the beginning of the period of the execution or works.
4. No work shall be performed on Saturday, Sundays or legal holidays, except in cases of emergency, or unless prior written permission has been granted by the PRNG's Representative.
5. Except in case of emergency, request for permission to Work on Saturdays, Sunday or legal holidays shall be filed with the PRNG's Representative not less than twenty-four (24) hours in advance of said date, if the activity affects the critical path and not less than forty eight (48) hours if the proposed activity does not affect the critical path.
6. Holidays - Saturdays, Sundays and the legal holidays listed below on which the Contractor will not be allowed to perform Work under the contract except as otherwise ordered or authorized in writing by the PRNG. Also, if any of the listed holidays falls on a Sunday, the following Monday will be considered a holiday.

New Year's Day	January 1
Three Kings Day	January 6
Good Friday	Variable
Independence Day	July 4
Constitution Day	July 25
Labor Day	First Monday of September
Election Day (when occurring)	Tuesday 1 st Monday in November
Thanksgiving	Fourth Thursday in November
Christmas Day	December 25

7. The date of commencement of the Work shall be stated in the Notice to Proceed.
 - a. The Contractor shall begin the work on such date of commencement fixed by the Notice to Proceed.
 - b. The Contractor shall carry out the work expeditiously with adequate forces and shall complete it within the contract time.

2.3 CONDITIONS

2.3.1 GENERAL CONDITIONS

A. Administrative

1. The proposal must include the payment of all applicable state and municipal taxes and patents as require by Law. The Contractor shall be paid taxes prior to start the works and will be required to present evidence of these payments.
2. The Contractor should pay municipal taxes and fees applicable to the project not later than fifteen (15) calendar days after first partial payment is made by the PRNG.
3. Along the duration of contract, Contractor must comply with Federal Non-Discrimination policy and Drug-Free Workplace Policy.
4. Any waste generated as part of the contract must be disposed outside of PRNG facilities and in accordance with applicable laws and regulations.
5. The Contractor is responsible for provide to PRNG copy permits hauling vehicle that transport material generated as part of the proposed activities.
6. If applicable the Fuel Oil and Gas (F.O.G.) shall be no more than 25% of the equipment charges.
7. If applicable the Fringe Benefits shall be no more than 30% of the payroll.
8. If there is any component/element that may be indicated on one part of the Contract Documents and not on another part of the Contract Documents, the General Contractor is still fully responsible for procurement and testing of that component/element as part of his/her Contract with the Government at no additional cost to the Government. If there is a discrepancy or conflicting requirements either specified or shown on the documents, consider the most stringent requirement.
9. Working hours at the facility are from 7:30a.m. to 4:00p.m. Any activities to be developed off working hours must be coordinated with PRNG and the execution will be pending approval from PRNG and without additional charges.
10. All the provide information as part of this acquisition process, including but not limited to: plans, statement of works, and photography, is for the exclusive use of this acquisition process. Any reproduction and distribution of the material for other use is prohibit.
11. FAR 52.219-14 Limitations on Subcontracting only apply for contracts performed by Small Business Administration or 8(a) Bidders.
12. Portable Toilet Facilities: Contractor shall be responsible for providing sanitary services for its employee's throughout the duration of the activities of the contract. Toilets shall be regularly cleaned and emptied as required by Health regulations.
13. Award of Subcontracts for Portions of the Work,
 - Unless otherwise specified in the Contract Documents the Contractor, as soon as practicable after the signing of the Contract, shall furnish to the Owner's Representative in writing for his acceptance a first of the names of the main Suppliers and Subcontractors proposed for the principal portions of the Work.
 - The Contractor must be submit the Certification of Subcontractors and Suppliers provide by PRNG. As part of this Certification of Subcontractors and Suppliers is required that the Contractor provide a copy of the Payment and Performance Bonds.
 - All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner's Representative, Owner and Architect/Engineer, including required contract provisions applicable to Federal Agency funded projects.
14. The Contractor shall pay each Subcontractor for work performed in the Project in accordance with the terms and conditions stipulated in the contract executed by and between the Contractor and the Subcontractor.

15. The Contractor shall be considered as an independent contractor for all purposes under the Contract, and no persons engaged or contracted by the Contractor for the performance of Contractor's obligations shall be considered an employees or agents of the Owner.
16. The Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other such individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
17. The Contract Time (or Milestones) may only be changed with a Change Order or by a Written Amendment.
18. Owner, Owner's Representative, and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Said access shall be previously coordinated with Contractor.
19. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.
20. As part of the evaluation process of bid proposals personnel of ASG and PRNG verify the amount of the Bid Bond with surety company.
21. As-built plans shall be required for the final closeout documents.
22. The amount retainage with respect of each progress payment is ten percent (10%).
23. Bidders are responsible of notifying to ASG and PRNG any discrepancy that exists in the plans specifications, and bidding documents during the bidding process.
24. It is up to PRNG's discretion to approved and recognize payment shall be made to the Contractor formalized and equipment on site.
25. Any person who as part of the activities of the contract, will access the facilities on behalf of the Contractor should be have at all times a photo ID. Accepted identifications are: passport, driver's license, or ID car issued by the Department of Transportation and Public Works (DTOP).
26. The Contractor is responsible to keep clean the site works at all times and the removal of debris during performance of the works.
27. If the Contractor fails to clean up and keep the grass, as indicated above, the PRNG may do so and the cost thereof shall be charged to the Contractor.
28. All materials and equipment acquired by the Contractor as part of the contract must meet with the Buy American Act.
29. The Contractor is responsible for the collection and disposal of all waste generated as part of the activities under contract.
30. The Contractor is responsible of the construction of the all materials and workmanship furnished in the construction of the project and is included in the bid price and no additional payment will be made by PRNG.
31. The Contractor will be allowed to stored materials and equipment used in the project within the facility. It is the Contractor's responsibility to provide the storage, security materials, and equipment.
32. The Contractor shall include in their proposal the cost for the tests, analysis, exploration, reports, and results needed to perform the SOW and be indicated in the plans, drawings, and specifications.
33. All cost in connection with the preparation and maintenance of schedules, works plans, submittals, request for information, and other work and task have to be included and be part of the project's general administrative expenses.
34. The Contractor shall submit two (2) sample of each item, when applies.

B. Project Schedule

1. Progress schedules shall represent a practical plan to complete the Work within the Contract Time, and shall convey the Contractor's intent as to the manner of prosecuting the progress of the Work.
2. The scheduling and execution of construction in accordance with the Contract Documents are the responsibility of the Contractor. The Contractor shall involve and coordinate all Subcontractors and Suppliers in the development and updating of progress schedules.
3. The submittal of progress schedules shall be understood to be the Contractor's representation that the progress schedule meets the requirements of the Contract Documents and that the Work is expected to be executed in the sequence and duration indicated in the progress schedule.
4. Unless otherwise specified in the Contract Documents, all costs in connection with the preparation and maintenance of schedules, work plans, submittals and other work are to be included and form part of the project's general administrative expenses. Contractor's Cost for work shall not be paid as a separate pay item in Unit Price contracts or as a Schedule of Values item, in Lump Sum contracts.
5. The Project Schedule shall be computer produced using the Critical Path Method ("CPM") format. The schedule shall be computer generated utilizing an Owner approved project scheduling software, as indicated in the Contract Documents, such as Primavera or Microsoft Project. The project scheduling software selected shall be used consistently from commencement to Final Acceptance of the Project. If the Contractor desires to use a project scheduling software other than the one specified in the Contract Documents, he shall request authorization from the Owner's Representative to do so, prior to the issuance of the Notice to Proceed. If the Contract Documents do not indicate a specific scheduling program, the Contractor may use any of the three mentioned herein, at his sole option.
6. The Project Schedule shall be updated monthly and submitted.
7. The schedule shall show Contract tasks, percent complete, progress bars, baseline schedules, milestones, start and finish dates, and other breakdown as required by the Owner's Representative. The schedules shall show clearly the sequence of activities.
8. The schedule shall contain sufficient activities to clearly show the sequence and interdependencies of the Work. The Owner's Representative may request that additional activities and information be added and from time to time may also require reasonable amendments to the schedule format that result in more clarity as to how the information is presented.
9. Activity durations shall be expressed in whole days. Work that is to be performed by Subcontractor shall be clearly defined.
10. Critical path activities are those activities with a total float equal to or less than zero. Schedules with negative total float may be found to be impractical by the Owner's Representative.
11. All progress schedule submittals are subject to review and approval by the Owner's Representative.
12. The third progress payment shall not be paid to Contractor until acceptable schedules are submitted to Owner's Representative, or until schedules are considered approved as specified herein.
13. A schedule in calendar time-scaled bar chart format depicting the Contractor's intended work activities for the upcoming four (4) week period shall be submitted on a monthly basis and shall be due on the day of the project's weekly meeting. Each activity of one (1) day or more in duration shall be indicated.
14. The four (4) week work plan shall be submitted on sheets not less than 8 inches by 11 inches, or as approved by the Owner's Representative.
15. At least once each month, or often if indicated in the Contract Documents, the Contractor shall submit an updated schedule showing the progress of the Work to date and anticipated activities to be worked on.

16. If, according to the approved Project Schedule, the Contractor is thirty (30) or more days behind as to the completion date of any milestone, or the schedule contains thirty (30) or more days of negative float, considering approved time extensions, the Contractor shall submit a revised schedule, showing a practical plan to complete the Work within the Contract Time.

C. Safety Requirements

1. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility and utilities services in site.
2. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site that was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work.
3. Unless otherwise provided in the Contract Documents the Owner, through Owner's Representative, shall have no authority over, nor responsibility for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or shall not be held responsible for any failure of Contractor to comply with Laws or Regulations applicable to the performance of the Work. Owner's Representative, or Owner, will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
4. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to: all persons on the Site or who may be affected by the Work, all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site, and other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
5. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
6. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
7. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Owner's Representative has issued a notice to Owner and Contractor of Final Acceptance of the Work (except as otherwise expressly provided in connection with Substantial Completion).
8. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. The safety representative at the Site may have other duties assigned to him.
9. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available at the site in accordance with laws or regulations.
10. During such time, the Contractor shall be responsible for the Safety and Protection of such underground facilities and utilities services on site.
11. It is the responsibility of the Contractor to assign a "Safety Manager" must have credentials issued by OSHA to perform the Safety Manager roles and responsibilities.

D. Project Manager

1. Unless otherwise indicated in the Contract Documents, the Contractor shall employ a competent licensed and collegiate architect or engineer, as the Project Manager, and necessary assistants to direct the Work. These assistants shall be in attendance at the project site at all times during the prosecution of the Work. The Project Manager shall be satisfactory to the Owner or his representatives and shall not be changed except with the consent of the Owner, unless the Project Manager proves to be unsatisfactory to the Contractor (and Contractor gives Owner written notice of the specific reason for removal as Project Manager or ceases to be in Contractor's employ.
2. The Project Manager will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. The Contractor, prior to the start of the Project, will inform the Owner's Representative, if already assigned, or the Owner, if not assigned, the name, authority and responsibilities of the Project Manager and/or Superintendent.
3. All communications given or received from the Project Manager shall be binding on Contractor. All communications related to the Contract directed to the Contractor and/or proceeding from the Owner, Architect/Engineer, Owner's Representative and other representatives of the Owner shall be made thru the Project Manager.
4. PRNG requires the Contractor provides a Project Manager at all times in the site of the project.

E. Permits

1. Any other fees or charges related to permitting to be paid by the Contractor will be indicated in the special conditions.
2. The Contractor is responsible to obtain all permits and certifications of approval required in connection with this statement of works.
3. The Contractor is responsible to develop and submit a Work Plans for cleaning, removal and disposing of the contaminated material.
4. The Contractor is responsible to obtain all permits and certifications of approval required in connection with this statement of works, and requires to develop the activities of the SOW.
5. The Contractor is responsible for preparation and implementation of a recycling plan in accordance with Act No. 70 of September 18, 1992 (Law to reduce and recycle solid waste, as amended) and the Regulations for the reduction, reuse, and recycling of solid waste (Regulation No. 6825, as amended) and lie in the Solid Waste Authority (ADS) Recycling Plan and monthly reports.

F. Substantial Completion

1. The substantial completion is the time at which the Work (or a specified part thereon has progressed to the point where, in the opinion of the Owner, or its authorized representative, the Work (or a specified part thereof is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
2. The word "deficient," when modifying the word "Work," refers to Work, or part of it, that is unsatisfactory, faulty, or defective in that it does not conform to the Contract Document or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Owner's Representative's recommendation of final payment, unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with these General Conditions.
3. Prior to Substantial Completion of the Work Contractor shall clean the Site and make it ready for utilization by Owner.

4. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Owner's Representative in writing that the entire Work is Substantially Complete (except for items specifically listed by Contractor as incomplete) and request that Owner's Representative issue a Certificate of Substantial Completion. Owner may, at its sole option, request that part of the Work be declared Substantially Complete.
5. Within five (5) working days after such request, Owner, Contractor and Owner's Representative shall make an inspection of Work to determine the state of completion. If within this time period, the Owner's Representative fails to make objections or respond, the Contractor shall request the approval of the Chief of Construction or equivalent division head of Owner which shall have fifteen (15) working days to issue its approval or disapproval of the Certificate of Substantial Completion.
6. If Owner's Representative does not consider the Work substantially complete, Owner's Representative will notify Contractor in writing, within five (5) working days after the inspection, giving the reasons therefore.
7. If Owner's Representative considers the Work substantially complete, Owner's Representative will prepare and deliver to Owner, within ten (10) working days after the inspection, a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion.
8. The certificate of Substantial Completion shall be attached to the tentative list of items (punch list) to be completed or corrected before final payment.
9. At the time of issuance of the certificate of Substantial Completion, Owner will assume all responsibilities with respect to security, operation, safety, and protection of the Work, maintenance, utilities, insurance, and Contractor warranties and guarantees periods will start to run.

G. Final Acceptance

1. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Owner's Representative will, within five (5) working days, make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars this inspection reveals with regard to incomplete or deficient Work.
2. Contractor will certify to Owner and Owner's Representative that such part of the Work is substantially complete and request Owner's Representative to issue a certificate of Substantial Completion for that part of the Work.

H. Technical

1. Contractor shall keep the grass in the project site.
2. Contractor shall confine equipment, the storage of materials and product, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment.
3. Contractor shall assume full responsibility for any damage to any such land or area, or to the Owner or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Work.
4. The Contractor is responsible for the removal of debris during performance of the Work.
5. During the progress of the Work, Contractor shall keep the Site and other areas free from excessive accumulations of waste materials, rubbish, and other debris caused by his operations on the Site.
6. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
7. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
8. The Contractor is responsible to maintain the green area in all times the project site.

9. If the Contractor fails to clean up as indicated above, the Owner may do so and the cost thereof shall be charged to the Contractor.
10. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available at the Site in accordance with Laws or Regulations.
11. During construction works the contractor cannot close the main street and personnel or vehicle transit cannot be interrupt at any time during the development of the works.
12. PRNG's representative and inspection's representative should have access the job site at all times.
13. The Contractor is responsible of the project Quality Control. The Quality Control Manager is required by the PRNG. The Quality Control Manager and their personnel will not have an other function and roles in the project.

PART 8

SECURITY AND PROTECTION

8.1 ANTI-TERRORISM/FORCE PROTECTION

8.2 iWATCH

8.3 TARP

PART 8: SECURITY AND PROTECTION

The Bidder, Team and all associated Subcontractor personnel must provide all information required for background checks to comply with the requirements for access to the facilities to be performed by the Provost Marshal Office, Director of Emergency Services or the Office of Security. The Proposing workforce must comply with all personal identity verification requirements (clause FAR 52.204- 9, Verification of personal identification of Contractor personnel) as directed by the Department of Defense, HQDA and / or local policy. In addition to the changes authorized by the change clauses of this contract, if the Force Protection Condition (FPCON) in any individual installation or insulation change, the Government may require changes in the Contractor's security issues or processes.

The photographs will be limited to the authorized work area with the prior approval of the PRNG and only for information purposes for the development of the services described in this document. The Contractor must request permission from the PRNG before taking the photographs and will be governed by the instructions offered for taking them. The use of drone to take is prohibited.

8.1 Anti-Terrorism/Force Protection

AT Level I training, all awarded Contractor's personnel, to include subcontractor personnel, requiring access PRNG installations, facilities and controlled access areas shall complete AT Level I awareness training within fourteen (14) calendar days after contract start date or effective date of incorporation of this requirements into the contract, whichever is applicable. The awarded Bidder shall submit certificates of completion for each affected Contractor's personnel and subcontractor's personnel to the Contracting Officer Representative (COR) within seven (7) calendar days after completion of training by all personnel. AT Level I awareness training is available at the following website: <http://jko.jten.mil> The PRNG can provide the instructions (2 hours) with previous coordination.

- Access and general protection/security policy and procedures. Awarded Bidder and all associated subcontractor's personnel shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Awarded Bidder workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identify Verification of Contractor Personnel) as directed by DoD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facilities or installation change, the Government may require changes in contractor security matters or processes.
- Awarded Bidder and all associated sub-contractor's personnel shall comply with all standards and policies for all PRNG installations and facilities to include access and local security policies and procedures (provided by government representative). This applies for contractors that do not require CAC but require access to a DoD facilities or installations.

8.2 iWATCH

iWATCH training, Contractor's personnel, to include subcontractor personnel, requiring access PRNG installations, facilities and controlled access areas shall complete iWATCH awareness training within fourteen (14) calendar days after contract start date or effective date of incorporation of this requirements into the contract, whichever is applicable. The Contractor shall submit certificates of completion for each affected Contractor's personnel and subcontractor's personnel to the Contracting Officer Representative (COR) within ten (10) calendar days after completion of training by all personnel. The PRNG can provide training in face-to-face to personnel of Contractor and Subcontractor (1 hour) with previous coordination.

8.3 TARP

Threat Awareness and Reporting Program (TARP) training, Contractor's personnel, to include subcontractor personnel, requiring access PRNG installations, facilities and controlled access areas shall complete TARP awareness training within fourteen (14) calendar days after contract start date or effective date of incorporation of this requirements into the contract, whichever is applicable. The Contractor shall submit certificates of completion for each affected Contractor's personnel and subcontractor's personnel to the Contracting Officer Representative (COR) within ten (10) calendar days after completion of training by all personnel. The PRNG can provide training in face-to-face to personnel of Contractor and Subcontractor (2 hours) with previous coordination.