



FORMAL AUCTION NO. 22J-10507



PURPOSE: NATIONAL GUARD VEHICLE MAINTENANCE SHOP AT GURABO

COMPULSORY PRE-AUCTION MEETING DATE

JUNE 14, 2022, at 11:00 am

COMPULSORY OCULAR INSPECTION DATE

JUNE 15, 2022 at 10:30 am

DEADLINE TO SUBMIT QUESTIONS DATE

JUNE 20, 2022 at 4:00 pm

BID SUBMISSION DATE

JULY 29, 2022 at 10:00 am

OPENING DATE

JULY 29, 2022 at 10:30 am



I. GENERAL INSTRUCTIONS

1. FORM

The Bidder shall submit its offer in the provided form which may be reproduced for its records. It should be necessary to clarify or describe the offer in detail, the Bidder may add pages completed in legible handwriting with its letterhead or by any other technological means.

2. TERMS

The term “days” shall mean calendar days, unless otherwise provided herein. Words and phrases used in the bidding specifications shall be interpreted in its common and current use context; those used in the present tense include its future tense; singular numbers in turn include the plural numbers and those used in the masculine gender shall include the feminine and neuter.

3. REGISTERED BIDDERS

To any Bidder that: (1) is registered in the Single Registry of Bidders (spanish acronym, “RUL”); (2) has submitted a bid for an auction; and (3) that after the opening act is not eligible, will be granted a non-renewable term of **five (5) working days**, counted upon the opening act, to submit the adequate information or documents in the RUL. No award shall be made during this period. The Auction Board’s secretary shall be responsible for notifying the bidder/s about the term provided to update their records in the RUL, said notification shall be made by telephone call and email. If the bidder fails to update its RUL records within the time limit provided, **it will be disqualified**.

Ineligible Bidders will not be visible in the RUL, hence, not to be contracted by governmental entities. Ineligibility will remain until the Bidder complies with the request for information or submission of the requested documents.

After the opening act, no document from the Bidder shall be accepted, except for the RUL’s eligibility certificate, which shall be submitted within the above-mentioned term.

All Bidders must have an eligible status in the RUL. Furthermore, at the time of submitting their proposals, Bidders are required to provide their Data Universal Numbering System (DUNS) and CAGE Code, be registered and active in the System for Award Management (SAM) and to not be part of the Limited Denial of Participation (LDP).

4. UNREGISTERED BIDDERS

An Unregistered Bidder in the RUL who appears at an auction process and submits a bid, shall not be immediately rejected by the Auction Board solely on that ground and in turn, will be granted **a term of five**



(5) working days, upon the opening act, to submit the required documents to the RUL. If the Bidder fails to submit the requested documents, **then it shall be disqualified**.

The Auction board will reject any Bidder who at the time of submitting its bid is registered in the LDP.

5. FORMAL AUCTION INVITATION PUBLICATION AND DELIVERY

At least twenty-one (21) days prior to the deadline for submitting bids, the Secretary of the Auction Board shall send the Formal Auction Invitation to all bidders registered in the RUL under the category relevant to the good, work or service to be acquired. Notwithstanding, if unusual circumstances occur and the Administrator deems that it is in the best interests of the Government of Puerto Rico, said period may be reduced, but never to a period of less than ten (10) days. If the Administrator considers that the term should be less than twenty-one (21) days, he/she must justify her decision in a document stating the reasons for doing so and said justification shall be included in the file. The Formal Auction Invitation shall be published in the Single Auction Registry (RUS), as well as on the Administration's website (ASG) www.asg.pr.gov. Evidence of the sent Formal Auction Invitation in the RUL, publication of the Formal Auction Invitation in the RUS and publication of the Formal Auction Invitation on the Administration's website shall be kept in the auction file.

The Formal Auction Invitation will be sent to the bidders registered in the RUL under the category relevant to the good, work or service to be acquired, to the email address provided in the RUL. Provided that the opening act has not been held, failure to notify a bidder in the RUL will be sufficient cause for cancellation of the auction.

The official date of the Formal Auction Invitation shall be the date on which it was sent through the RUS.

6. CHALLENGE TO THE AUCTION INVITATION

Any bidder interested in participating in a formal auction may challenge the Auction Invitation, in writing, only when any of the procedures promulgated in Regulation No. 9230, as amended, known as the "Uniform Regulations for Purchases and Auctions of the General Services Administration of the Government of Puerto Rico" have not been followed, or when it is considered that the term established for the study, the design of the bid and the date for its submission is not enough. The letter must be signed by the Bidder and state the grounds for contesting the invitation.

The written objection must be personally filed at the Auxiliary Procurement Administration, within three (3) working days from the date the Auction Board sends the Formal Auction Invitation by e-mail to the bidders or from the date of publication of the Formal Auction Invitation in the RUS. If the date the Formal Auction Invitation was sent by e-mail to the bidders differs from the date of publication of the Formal Auction Invitation in the RUS, the latter shall be construed as the date it was sent.



The challenge shall comply with the provisions of Section 7.3.6 of Regulation No. 9230, supra. **Any objection filed outside the term established herein will be rejected outright.** The Bidders invited to the Formal Auction shall be notified a copy of the filed appeal.

7. AVAILABILITY OF THE AUCTION BIDDING DOCUMENTS

The auction documents may be published on the Administration's website, sent to the bidders by e-mail if they are free of charge or delivered personally if so, determined by the Administration. If they are handed by means of personal delivery, whether free or not, all suppliers included in the Single Registry of Bidders (RUL) under the category relevant to the good, work or nonprofessional service to be acquired; shall be notified by e-mail of the availability of the bidding documents and their cost, if any, shall be published on the Administration's website. The notice shall contain the dates, time and exact place for the collection of the auction bidding documents. For each auction, all suppliers shall be equally notified.

8. CHALLENGE TO THE AUCTION BIDDING DOCUMENTS

If a Bidder interested in participating in a formal auction does not agree with the terms, instructions, specifications or conditions set forth in the auction bidding documents, it may, within three (3) working days upon the date on which the Auction Board makes the auction bidding documents available, i.e., from the date of publication of the bidding documents in the RUS; personally file the appropriate challenge in person with the Assistant Administration of the Procurement Area. **Any written challenge to the auction bidding documents filed outside the term established herein shall be rejected outright.** A copy of the appeal must be notified to the Bidders invited to the formal auction. The challenge shall comply with the provisions of Section 7.3.6 of Regulation No. 9230, supra.

9. COMPULSORY PRE-AUCTION MEETING

The pre-auction meeting will be held on June 14, 2022 at 1100 am. The purpose of the pre-auction meeting will be to clarify to bidders any questions regarding the auction documents. An associate member of the Auction Board or his/her authorized representative will preside over the pre-auction meeting.

Any bidder or person interested in submitting a bid for the above-mentioned formal auction shall **COMPULSORILY** attend the pre-auction meeting. **Any bidder who submits a bid and has not appeared at the pre-auction meeting will be disqualified.**

The pre-auction meeting will be held virtually and may be accessed through the Puerto Rico General Services Administration (GSA)'s web page address: www.asg.pr.gov, under the "Procurement Reform" link. Once there, you must access the link of the auction of reference, which will provide the option of connectivity to the "Virtual Pre-Auction Meeting". When connecting to the Pre-Auction Virtual Meeting and prior to the start of the process, the bidder must register. **Any bidder accessing pre-auction meeting after it started, shall be disqualified.** The pre-auction meeting starts when the Auction Board or its authorized representative has completed the registration of attendance out loud.



Participants at this meeting shall observe rules and conduct that ensure respect and decorum. Loud comments; speaking out of order; addressing officials or other participants in a derogatory, aggressive or offensive manner; or any other conduct that results in altering the purpose of the meeting shall not be allowed. Any manifestation of inappropriate conduct by any bidder or person interested in participating in the formal auction process shall **constitute sufficient grounds for disqualification.**

The Auction Board reserves the right to convene one or more pre-auction meetings.

10. COMPULSORY OCULAR INSPECTION

The ocular inspection shall be held at the Puerto Rico Army National Guard (PRNG) facilities, located at State RD. 189 KM 5.5, Gurabo, PR 00778 on June 15, 2022, at 10:00 am. Any bidder or person interested in submitting a bid for the above-referenced formal auction shall **COMPULSORILY** attend the ocular inspection.

Bidders or interested persons must be punctual; any bidder or interested person who arrives at the ocular inspection after the end of the attendance register, shall not be able to participate in the same and it will be understood that he/she did not appear. Prior to the start of the site visit process, the Bidder's representative must register.

Failure of Bidders or persons to attend the on-site inspection, shall be sufficient cause for their disqualification.

11. METHOD OF SUBMITTING QUESTIONS

Bidders should send any questions or concerns regarding this auction to the following email address: preguntas@asg.pr.gov on or before June 20, 2022 at 4:00 pm. using the document provided herein for that purpose. See Attachment 1

12. DATE, TIME AND MANNER OF BID SUBMISSION

Bids must be submitted on or before July 29, 2022 at 10:00 am, **in the following two (2) ways:**

1. **Physically:** Office of the Auction Board, located at Centro Gubernamental Minillas, Torre Norte, 12th Floor, San Juan, Puerto Rico; **and,**
2. **Electronically:** ofertas@asg.pr.gov

Bidders who fail to submit their bids in compliance with the two (2) options, above stated, shall be disqualified. No bids will be accepted after the deadline date and time set herein.



The envelope or package where the physically submitted bid was enclosed, as well as the e-mail containing the bid to be submitted electronically, must be identified as follows: "**Attention: Formal Auction Bid No. 22J-10507**". In addition, both the envelope and package physically submitted as well as the e-mail shall include the following information:

- Name of Bidder
- Name of Bidder's authorized representative
- Bidder's mailing address
- Bidder's telephone number
- Bidder's e-mail address

Any unidentified bid shall be classified as regular mail. Under this circumstance, the Auction Board shall not be liable if the Bidder misses its opportunity to submit the bid on time, nor may it require its bid to be acknowledged or argue that it has been disclosed or opened prematurely.

The physically filed documents at the Office of the Auction Board, located at Centro Gubernamental Minillas, Torre Norte, 12th Floor, San Juan PR, **shall be considered as the official bid**. Upon receipt of the envelope or package, containing the bid, the Auction Board Office shall stamp the exact date and time it was received which shall constitute the official date and time of its delivery.

On the other hand, the e-mail **must include a true and exact copy of the bid documents that were physically delivered**. The date and time of receipt of the bid submitted by e-mail, shall be the date and time printed on the document. As an exception, the Auction Board may authorize the physical delivery of supplementary attachments that, due to the size of their contents, exceed the space available to be sent by e-mail.

If for any reason the bid has been received from a bidder in a physical form, but the electronic bid has not been received by the deadline indicated above, the bidder will be notified during the Opening Act and the bidder will have until before the end of said Act to send it. Failure to comply with both forms of delivery will be sufficient grounds for your disqualification.

If any natural event or special circumstance occur that causes the closing of the Auction Board and prevents the receipt of bids on the date and time indicated above, the bids shall be delivered on the day the Auction Board resumes its functions, at the time originally set forth, or at any other time that may be duly notified.

Bids received after the due date and time specified herein shall be returned to the Bidder informing it of its non-compliance with the conditions and its **disqualification**. The original envelope or package in which the bid was sent, or the email electronic receipt will be retained and made part of the auction file.

13. CONTENTS OF THE BID



Every bidder or interested person shall **physically** submit its bid in a sealed envelope or sealed package at the Auction Board Office.

The envelope or package containing the bid that shall be physically filed and the email in which the bid is submitted, **shall include** the following documents:

- a. **Auction Invitation** duly signed by the authorized representative of the Bidder.
- b. **Bids** duly signed by the authorized representative of the Bidder.
- c. **Bid Bond**, the ORIGINAL Bid Bond shall be filed along with the physically delivered bid, accompanied with a copy of the Certificate of Appointment of Attorney-In-Fact, copy of attorney in fact license issued by the Office of the Insurance Commissioner, Certification of the Officer of the Insurance Commissioner, and Insurances information.
- d. **Bond Capacity** where the amounts per project and aggregate are expressed in dollars and cents.
- e. **Bidder's Bid** provided by the Auction Board, see Attachment 2
- f. **Cost Proposal** duly signed and all line items of the document must be completed by the Bidder.
- g. **ASG Form 673** (see Attachment 3) or **ASG Form 674** (see Attachment 4) to be completed and submitted by Bidders not registered with the RUL.
- h. **Amendments to the Auction Documents** duly signed, as applicable.
- i. **Acknowledgement of Addenda** duly completed and signed, see Attachment 5.
- j. **Cover letter**, see Part I, item 14 of this document for details of contents.
- k. If applicable, a **Resolution and/or accrediting document** in force of the appropriate percentage, as per the preferential laws and regulations adopted under them, issued by the Puerto Rican Industry Investment Board. In any case in which the bidder does not submit said document together with its bid, the relevant percentage shall not be applied to the submitted bid.
- l. **DUNS Number** (provide evidence)
- m. **SAM's Registry** (active current status evidence)
- n. Duly completed, signed, and notarized **Limited Denial of Participation / Suspension Affidavit**, see Attachment 6.
- o. Duly completed, signed, and notarized **Non Conflict of Interest Certification**, see Attachment 7.
- p. Duly completed, signed, and notarized **Non-Collusion Affidavit**, see Attachment 8.
- q. Duly completed and signed **Bidder's Certification**, see Attachment 9.
- r. Duly completed, signed, and notarized **Statement of Bidder's Qualifications**, see Attachment 10
- s. Duly completed and signed **Reference Information**, see Attachment 11.
- t. Duly completed and signed of **Past Performance Certification**, see Attachment 12
- u. Duly completed and signed **Authorization for Background and Information**, see Attachment 13
- v. Duly signed **Byrd Anti-Lobbying**, see Attachment 14
- w. Duly signed **Certification of Cement Produced in Puerto Rico**, see Attachment 15
- x. Duly initiated and signed **Federal General Clauses**, see Attachment 16
- y. Any other document required in the bidding documents or in the attached specifications.

Bidders may be **disqualified** if the above documents are not attached to the bid.



14. COVER LETTER

The cover letter should be clear, concise, and include sufficient detail for effective evaluation. The Bidder should assume that the Government has no prior knowledge of the Bidder's experience or business practices. In addition, the cover letter should include a brief description of the following:

- (a) Past Performance: of supplying goods, work or rendered non-professional services performed, similar or related to those required in this formal bid solicitation. In addition, provide a list of public and private sector clients for whom in the past two (2) years you have supplied goods, performed work or rendered services, including contact information for those clients.
- (b) Technical capacity: The Bidder must detail the capacity, focus, and knowledge (among other technical and/or logistical aspects) that its company, industry, or business possesses to comply with the provision of the goods, execution of works and/or rendering of non-professional services offered.
- (c) Any other information the Bidder deems pertinent for the evaluation of the Auction Board.

The cover letter must be signed by the Bidder's authorized representative, registered on the RUL for that purpose or by the person who will file its documents in the RUL (if not registered). As part of the criteria for determining *best value*, the Auction Board shall take into consideration past performance and technical capacity.

The Auction Board and the GSA reserve the right to request from bidders, their clients or third parties (whether or not included by the bidder as a reference) additional information to corroborate the information subscribed by the bidder in its cover letter.

15. CORRECTIONS TO THE BID ("Typos")

All bids must be legible, clear, complete, and accurate. Multiple, varied, or ambiguous bids shall not be considered. Corrections to bids, which arise because of errors, must be **countersigned or initialed** by the bidder, otherwise the bid will be invalid for the item(s) concerned. Bids that include corrections made with correction ink, white ink, correction tape, and/or liquid paper shall not be accepted.

16. ADDRESSES IN THE BID

The bid must provide the physical and mailing address of the Bidder's principal business office in Puerto Rico, as well as the name and address of the corporation's resident agent, when applicable.

17. BID SIGNATURES

The form identified as (ATTACHMENT 2) of this formal bidding document, "**Bidder's or Offerors Bid**" must be countersigned (signed or initialed) by the Bidder's registered representative who is in the RUL. If the bidder is not registered in the RUL, the bid must be countersigned by the person who will submit all the



required documents to the RUL. Pursuant to the provisions of GSA Circular Letter No. 2020-014 dated May 19, 2020, Bidder's electronic signature is authorized. Bidders not registered in the RUL must complete and include with their Bi the GSA Form 673 (**ATTACHMENT 3**) or GSA Form 674 (**ATTACHMENT 4**), as applicable, which are made part of this bidding document.

Failure to comply with the requirements of this subsection shall constitute just cause for the **bid's rejection**.

18. MODIFICATIONS TO THE BIDS

Any modification that **varies the terms of the previously submitted bid**, shall be made to the Auction Board, by means of a written communication sent in a sealed envelope, duly identified with the following information:

- a) Auction number
- b) Date
- c) Time indicated for the delivery of the bid
- d) Name and address of the supplier
- e) Information stating the reasons for the modification of the bid.

Modifications filed after the deadline set for the submission of bids shall **not be accepted**. Together with the original bid, all modifications to the bid shall be opened on the date and time set for the opening act.

When the bid is modified and such modification and/or amendment entails an increase in price of the original bid, it shall be the Bidder's obligation to adjust the Bid Bond in accordance with the new amount. Failure to do so will result in rejection of both bids.

19. WITHDRAWAL OF THE BID

- (a) At any time prior to the opening act a withdrawal of a bid may be made by filing a written request addressed to the Auction Board.
- (b) A bidder may not submit a substitute bid after withdrawing its bid for a particular purchase.
- (c) No bidder may withdraw its bid after the opening act of the auction.

20. OPENING ACT DATE AND TIME

The bids will be opened on July 29, 2022, at 10:30 am. Any bidder or person interested in appearing at the opening act, **which will be held virtually**, may access the same through the GSA's web page, through the link (Procurement Reform). In addition, the bidder must access the link of the formal auction, which will provide the option of connectivity to the "Virtual Opening Act".



All bids submitted within the term provided for filing shall be under the custody of the Auction Board and **under no circumstances** shall they be opened until the date and time set for the opening act.

If the envelope or package is opened, tampered with or damaged, before the date of the opening ceremony and for reasons beyond the control of the Auction Board or the GSA. The Auction Board shall contact the concerned Bidder so that he may personally verify the envelope and the documents it contains and place them in another sealed envelope or sealed package, duly identified, and formally deliver the bid. The date of delivery shall be the date of the original receipt. The secretary of the Auction Board shall prepare a record of the incidents to which it shall attach the opened, damaged or tampered envelope or package, and the Bidder shall sign at the bottom of the record stating the date and time of the inspection of the opened, damaged, or tampered envelope or package.

The purpose of a public opening act is to allow interested parties to verify which bids were received, whether the bids submitted complied with the basic formal requirements and to know the amount of each bid. The opening act shall be conducted by an associate member of the Auction Board or his authorized representative.

Any person appearing virtually at the opening ceremony shall observe the rules of conduct established by the Auction Board during the opening ceremony.

21. CONFIDENTIAL INFORMATION

The bids filed by the offerors (bidders) shall be part of the auction file in which they participated and shall become the property of the Administration, regardless of whether the formal auction is cancelled or awarded. However, confidential information constituting business secrets or any other information protected by copyright, among other legal provisions, may not be disclosed by the Administration, the Auction Board or any other government entity. Therefore, **all information constituting confidential and protected information must be attached to the bid by the bidder on an individual sheet to be titled "Confidential and Protected Information"**.

22. BIDDING DOCUMENTS PROPERTY

All documents and materials filed and/or generated as part of this request shall become the property of the GSA and PRNG.

23. BIDDING DOCUMENTS COSTS

The costs associated with the Bidder's Bid are sole responsibility of the Bidder. GSA and PRNG will not pay fees for any cost for the preparation and/or filing of the proposal and/or any additional documents requested throughout the acquisition process.

24. DOCUMENTS



Together with the submitted bid, all duly initialed documents included as part of the formal auction (including the Auction Invitation) and those issued subsequently, shall form part thereof and be included.

All documents must be submitted on letter size paper, i.e., 8 ½ inches by 11 inches.

25. WARNINGS

- a. To provide any false or fraudulent information or documents as part of the submitted bid for this formal auction shall be sufficient cause to disqualify or reject the bid of any Bidder, as well as to cancel or terminate any purchase order or contract awarded hereunder.
- b. Regardless of the stage it is in, when it serves the best interests of the Government of Puerto Rico. The GSA may order the partial or total cancellation of the formal auction, provided that it is prior to the formalization of the contract or the issuance of a purchase order.
- c. The GSA may amend any invitation and/or formal auction bidding documents when it serves the best interests of the Government of Puerto Rico.

The GSA may amend the formal auction bidding documents up to two (2) working days prior to the opening act when the amendment involves changes or additional requests to be included in the bid or tender; or one (1) working day prior to the opening act, when the amendment does not affect the submission of bids.

In the case of **construction projects**, the GSA may amend the formal bidding documents up to five (5) working days prior to the opening act when the amendment involves changes or additional requests to be included in the bid; or three (3) working days prior to the opening act when the amendment does not affect the submission of bids.

- d. Neither the Auction Board nor the GSA shall accept a Bid Bond for an amount the less than that established in these bidding documents. If submitted through an insurance company, the Bid Bond shall be issued in favor of the General Services Administration and if submitted by certified check or money order, it shall be issued in favor of the Secretary of the Treasury. Failure to comply with this requirement will result in rejection of the bid. In addition, any bid that does not include the corresponding Bid Bond among the documents submitted shall be rejected.
- e. The Auction Board and the GSA shall faithfully comply with the public policy of preferential laws in their purchases.
- f. The Bidder who is awarded “*buena pro*” in this formal auction shall be subject to the provisions of the **Contract Review Policy** subscribed by the Fiscal Management and Oversight Board.



- g. The awarding of this formal auction in no way compels (requires) the GSA and PRNG to issue a Purchase Order and/or sign a Contract.
- h. If the goods, works and/or non-professional services to be procured in this formal auction are partially or totally financed with federal funds, the bidder **must be registered** and eligible in the **System for Award Management (SAM)** at the time the bid is submitted, the contract is executed and/or the purchase order is issued. Failure to be registered and eligible shall result in disqualification.
- i. If the goods, works and/or non-professional services to be procured in this formal auction are partially or totally financed with federal funds, the bidder **must not be registered** in the **Limited Denial Participation (LDP)** at the time of bid submission, contract execution and/or issuance of the purchase order. If registered, the bidder shall be disqualified.
- j. The award of this formal auction does not constitute the formal agreement between the parties. A formal agreement shall be reached for the contract to be executed or for the Administration to issue a purchase order signed by an authorized representative.
- k. Any Bidder offering equipment, machinery or vehicles that consumes electric energy or fuel for its operation, when placing its bid, shall state that its equipment, machinery, or vehicles comply with the requirements established by the **Federal Energy Conservation Act**. When awarding these auctions, the Auction Board will abide by the federal standards of consumption, conservation, and utility of the good in question. It will not be cause for challenge if the awarded Bidder offers a more expensive good if those offered by others do not comply with the standards.

II. ADMISSIBLE AND INADMISSIBLE BIDS

1. BID - PRICE OF UNIT

The bid must be made in American dollars and cents. Bids expressed in terms of percent, in reference to possible indeterminate prices, or amount of money or in hundreds "less than" or "in excess of" the lowest bid, shall not be considered.

2. NON-RESPONSIVE OR UNACCEPTABLE BIDS

The Bidder shall limit itself to offer or bid what is requested considering the instructions, terms, specifications, and conditions set forth in these bidding documents. Any bid that exceeds the specifications requested may be accepted, provided that, it does not **substantially alter the characteristics of the goods, works or non-professional services requested in the formal auction document, in such a way that it may be construed as *unfair competition*.**



The Auction Board shall not consider bids that add or eliminate terms, specifications or conditions required in the auction specifications, or that alter, modify, or vary the same. Bids that contain ambiguous, incomplete, indefinite or undefined sentences, paragraphs or comments, or that detract from the certainty of the bid shall not be considered.

3. PERMISSIBLE DEVIATIONS

The Auction Board may accept minimal deviations in the specifications, terms and conditions of the bids received, when:

- a. No bidder offers the non-professional good or service with the required specifications;
- b. the original purpose for which the auction is intended is not affected; and,
- c. the price quoted is competitive and comparable to the prevailing market price.

The Auction Board reserves the right to waive any informality or minor deviation in the terms and conditions if it complies with the purpose for which they are requested and is beneficial to the Government of Puerto Rico. Deviations may not substantially affect the quality, capacity or essential characteristics of the work or services requested.

4. SEVERAL BIDS BY THE SAME BIDDER

A Bidder or commercial enterprise may not submit several bids for the same auction, either in its own name or under pseudonyms, of any of its subsidiaries or branches, of some or several of its partners, agents, officers, and entities to which they belong, **because each and every one of the bids will be declared null and void.**

5. OVERALL (GLOBAL) REJECTION

Any or all bids for a formal auction may be rejected in the following situations:

- a. When bidders fail to comply with any of the stipulated requirements, terms, specifications, or conditions.
- b. When the prices obtained are unreasonable or the terms are onerous for the Government of Puerto Rico.
- c. When the bids demonstrate that the bidders control the market for the product requested and it seems that the bidders have agreed among themselves to bid excessive prices. In such case, a referral to the Department of Justice shall be made.
- d. If the economic interests of the Government of Puerto Rico could be affected or the necessary budget to comply with the obligation does not exist.

6. LIMITED BID

If a Bidder understands that it can **only support its prices for a determined period of time, it shall so state in its bid**, specifying the term (**exact date; day, month and year**) during which it supports and/or guarantees



the same. In any case in which the Bidder does not specify the term during which it guarantees its bid, it shall be understood that it holds its bid (price bid) for the signing of the contract or issuance of the purchase order.

The **Bid Bond may be executed** after the expiration of ten (10) working days upon the notification of the award if the awarded Bidder fails to submit the Performance Bond. It may also be forfeited if the awarded Bidder refuses to sign the contract within ten (10) working days after being summoned to do so.

7. BID BOND ("Bid Bond")

The Bid Bond shall be a provisional endorsement provided by the Bidder for the purpose of assuring the Government of Puerto Rico that it will comply with its bids during the entire auction procedure.

A **Bid Bond of five percent (5%) of the total bid price** submitted by the Bidder is required for this formal auction. Neither the Auction Board nor the GSA will accept a Bid Bond for an amount less than the amount established herein or in the name of an entity other than the General Services Administration and/or the Secretary of the Treasury, as the case may be. If the Bid Bond is submitted through an insurance company, the Bid Bond will be issued in favor of the General Services Administration. If the Bid Bond is submitted by certified check or money order, it shall be made payable to the Secretary of the Treasury.

The Bid Bond shall be simultaneously submitted with the bid physically filed by the Bidder; in any case that the Bidder does not include the document and/or instrument evidencing the Bid Bond in **ORIGINAL** and **SIGNED**, the Bidder shall be disqualified.

Failure to comply with the requirements set forth herein for the Bid Bond shall result in rejection of the bid and disqualification of the Bidder.

Once the contract is executed or the purchase order is issued, the Auction Board shall return all bid bonds, including that of the successful Bidder who was awarded the "buena pro".

The GSA may execute the Bid Bond if after the expiration of ten (10) working days upon the notification of the award, the successful Bidder fails to submit the Payment and Performance Bond. Furthermore, the Bid Bond may be forfeited if the successful Bidder refuses to sign the contract within ten (10) business days of being summoned to do so by GSA.

8. ADEQUATE PROFICIENCY- COMPETENCE

Every Bidder or person interested in participating in this formal auction, **ACCEPTS AND ACKNOWLEDGES** that the GSA issues this bidding document for the purpose of: **National Guard Vehicle Maintenance Shop at Gurabo.**



The Bidder to whom the "buena pro" of this formal auction is awarded may not offer to any entity of the Government of Puerto Rico a lower price than the one offered in this bidding process for the same good, work or non-professional service.

In the case of services, the bidder who is awarded the "buena pro" of this Formal Auction shall execute a Master Contract with GSA and subsequently with the National Guard of Puerto Rico.

9. PREFERENCE LAW

The GSA and the Board of Directors shall fully comply with the preference policies, as set forth in the following legal provisions:

- Act 14-2004, as amended, known as the "Puerto Rican Industry Investment Act";
 - Act 129-2005, as amended, known as the "Reserves in Government Procurement Act of the Commonwealth of Puerto Rico";
 - Act 253-2006, known as the "Multiple Selection Contracts in Procurement Processes Act";
 - Act 42-2018, as amended, known as the "Local Construction Contractors and Suppliers Preference Act".
- a. **USE OF THE PERCENT PREFERENCE:** The Bidder interested in having the preference percent (%) assigned to it, shall submit the current resolution granted by the Puerto Rican Industry Investment Board, by the Puerto Rico Trade and Export Company or any other governing body together with its bid, in order to validate its preference. The resolution shall state the line item or items to which the preference has been granted.
 - b. **ASSIGNMENT OF THE PERCENT PREFERENCE:** The company that has obtained the percent (%) of manufacturing preference for any of its products may assign it to its agents established in Puerto Rico by means of a notarized letter, expressly stating that it is assigning to each agent the percent preference granted for said product by the Puerto Rico Industry Investment Board or any other governing body. Said letter must be approved and stamped with the official seal of the issuing governmental entity.
 - c. **APPLICATION OF PERCENT (%) PREFERENCE:** The percent (%) preference will be applied to the prices offered by the Bidder for the goods, works and/or services.
 - d. **CURRENT RESOLUTION:** In every purchase made under a contract or purchase order resulting from this bidding document, the Bidder that has obtained a preferential percent (%) for its products, must present at the time of each purchase, the current resolution issued by the Puerto Rican Industry Investment Board, the Puerto Rico Trade and Export Company, or any other governing body. If the awarded Bidder does not provide the resolution in force, it shall not be able to enjoy the benefits of said laws.



III. GENERAL CONDITIONS

1. TRANSPORTATION, HAULING AND DELIVERY

The Bidder's proposal includes the cost for workforce, transportation, materials, tools, equipment, supervision, and quality control necessary to perform all the work and services specified in the Statement of Works, the specifications, terms, and conditions.

No increase in the bid price regarding transportation, hauling, and delivery of the goods, works or services shall be authorized after the deadline established for submitting bids. Accordingly, the Administration will not consider requests for amendments to contracts or purchase orders, submitted by bidders, to increase the price offered for said item (market increase in the costs associated with transportation, hauling, and delivery) during the term of the obligation, except as provided in Section III.3 of this document.

2. BIDDING PRICES OFFERED

Each Bidder shall bid on the basis of fair and reasonable prices in accordance with the type of goods, work or non-professional service being bid.

Prices offered by the Bidder shall remain fixed for the duration of the term of the contract to be awarded and/or for the issuance of the purchase order and shall not be subject to changes due to market or other increases, whether foreseeable or not.

3. TERM OF DELIVERY

The Bidder shall state in its bid the date on which the goods will be delivered, the date on which the work will be completed and/or the services included in its bid will be rendered. The Bidder may not include any additional costs to the price offered for expenses related to the delivery of the goods purchased; however, the Bidder must provide a detailed breakdown of the price offered.

The requesting entities may establish the term of delivery of the goods, works and/or services tendered, according to their needs.

The delivery of the goods, construction works, or non-professional services shall be at the State RD. 189 KM 5.5, Gurabo, PR 00778.

Delivery of the goods works, or non-professional services shall be made within 925 calendar days (45 days for mitigation permits and initial coordination, 60 days for mitigation & close out permits, 30 days for construction permits, 730 days for construction project, and 60 days for construction close-out) from receipt of the purchase order and/or issuance of the Notice to Proceed for the construction works.



4. TAXES

In construction projects to be carried out at a predetermined location (as established in the bidding documents), the Bidder shall consider **within the offered price**, the costs related to the payment of taxes and patents established by the Municipality where the activities described in the scope of work will be carried out.

5. EVALUATION AND AWARD

A. EVALUATION

The Auction Board and/or the Auction Evaluation Committee shall evaluate the bids and determine how the bids meet the evaluation criteria set forth in the instructions, terms, specifications, and conditions stated in these formal auction specifications.

In evaluating bids, the Auction Board and/or the Auction Evaluation Committee will consider the following criteria:

- a. The Bidders accuracy and compliance with the specifications, terms, and conditions of the bidding documents for this formal auction.
- b. The quality of the goods, works and non-professional services offered and how they meet the specifications, set forth in bidding documents for this formal auction.

In situations where tests were performed on samples supplied by the Bidder, the evaluation of the sample of the goods, will be included among the aspects of this quality criterion.

- c. Whether the price is competitive and comparable to the prevailing market price. In addition, the percentage (%) of preference established shall apply if the person or entity has submitted a Resolution of the Puerto Rican Industry Investment Board or any document evidencing preference, as provided in preferential laws.
- d. The Bidder's recognized ability, in non-professional, work, and services, to perform work of the same nature.
- e. The economic responsibility of the Bidder and the experiences of the General Services Administration and Puerto Rico National Guard with the performance of previous contracts of the same or similar nature.
- f. The nearest term of delivery if it has been stated as one of the conditions.
- g. The economic and financial capacity, as well as the Bidder's track record and previous experience to provide these services, works, goods and comply with the terms of delivery and guarantees.



- h. The specific period or terms applicable to each warranty, its limitations and conditions, the steps required to claim the warranty, which entity will provide the service of replacement, cure, correction, or repair of the good or service.
- i. If the bidder qualifies as a minority or women-owned business enterprise, or other for which a preference must be granted under any applicable law. An MBE is defined as a business that is at least fifty-one percent (51%) owned, operated, and controlled, on a daily basis by one or more (in combination) U.S. citizens of ethnic 10 and/or gender minorities (e.g., women-owned) and/or military veterans. A WBE is a business that is fifty-one percent (51%) owned and controlled by one or more women. The business must be owned by U.S. citizens or legal resident aliens, whose business formation and principal place of business is in the United States or its territories, and whose management and day-to-day operation is controlled by women.
- j. Any other pertinent criteria that represent the best value to the Government of Puerto Rico.

All such criteria shall be tabulated and presented on a comparative basis among bidders. This report shall be made a part of the auction file.

The Auction Board will award the bid to the responsive Bidder who has offered the best value. **The best value will not necessarily be the bid or proposal with the lowest cost or price.**

B. AWARD

Once a matter has been adjudicated before the Auction Board, notice of the final determination will be issued by Resolution or Notice of Adjudication which shall be notified by certified federal mail, return receipt requested, or e-mail to all parties entitled to challenge such determination, i.e., all bidders who submitted bids.

Notification of the auction award **shall not constitute a formal agreement between the parties. A formal agreement requires the execution of the relevant contract or the issuance of a purchase order.**

6. COMMITMENT BY AWARD

No Bidder shall be authorized to deliver goods, perform works, or offer services until a contract has been executed and/or a purchase order has been issued, or both, as determined by the GSA.

The Government of Puerto Rico shall not be considered committed or in any way bound by any award until the relevant contract has been executed and/or the purchase order has been issued, or both, as determined by the GSA.

7. ADMINISTRATIVE REVIEW



A party adversely affected by a decision of the Auction Board may file a request for review before the Auction Review Board of the General Services Administration, within twenty (20) days from the date of deposit in the federal mail or e-mail notifying of the auction award.

If the date of the notice of the final award determination is different from the date of the deposit in the Federal mail or e-mail, the time period will be calculated from the date of the deposit in the Federal mail or e-mail.

Within three (3) days following the filing of the appeal, the Auction Board shall submit a certified copy of the case file to the Auction Review Board of the Administration.

a. Administrative Review Filing Notification

The appellant shall notify a copy of the request for administrative review to the GSA and to the Auction Board. In addition, it shall also notify the supplier that was awarded the "buena pro" in the auction, as well as all bidders who participated in it. This requirement is of a jurisdictional nature. The notification shall be made by certified mail with acknowledgment of receipt and e-mail. In the request for administrative review, the appellant shall certify to the Review Board its compliance with these requirements.

8. QUANTITIES TO BE PURCHASED

The contract or purchase order shall indicate the specific quantities of goods, works and/or services to be purchased.

9. PAYMENT TERMS AND METHOD

Please refer to "Regulation No. 55 of the Department of the Treasury, dated November 17, 2008, - Terms and Conditions - for the payment to suppliers of goods and services rendered to the agencies of the Commonwealth of Puerto Rico". Retainage to payment will be applied in accordance with the Puerto Rico Department of Treasury regulations and contract between Puerto Rico Army National Guard (PRNG) and Contractor.

METHOD

- a. The Contractor shall file the invoices at the PRNG.
- b. The PRNG will process the payment for the services provided under contract to the Contractor.
- c. The Contractor shall submit an invoice for the services provided by each of the phases, upon completion of each phase for the contracted services.
- d. Invoices for the collection of services under the contract filed before the PRNG must include the following certification:

"Under absolute nullity I certify that no public servant of the PRNG is a party or has any interest in the profits or benefits of the contract object of this invoice and of being a party or having interest in the profits



or benefits of the contract has mediated a prior waiver. The only consideration for supplying the goods or services object of the contract has been the payment agreed with the authorized representative of the PRNG. The amount of this invoice is fair and correct, the work has been done, the products have been delivered and the services have been provided and no payment has been received for them."

- e. It shall be the Contractor's responsibility to comply with the provisions of Circular Letter No. 1300-02-10 "Pago a Suplidores" Suppliers Payment, of the Puerto Rico Treasury Department.
- f. Invoices must include a detailed description of the services and costs.
- g. Invoices must include the following:
 - i. Contractor's Name
 - ii. Contractor's Postal Address
 - iii. Contractor's Phone Number
 - iv. Contractor's Employer Social Security
 - v. Costs per service
 - vi. Name and signature of the Contractor's authorized representative that certifies the service was provided.
 - vii. Name of the PRNG authorized representative that certifies the services were provided.
 - viii. Complete date of service
 - ix. Billing Date
- h. The Contractor must submit to the PRNG one (1) original invoice and two (2) copies. Documents that are part of the invoice shall be included.
- i. Except if previously delivered to Owner's Representative, the final Application for Payment shall include the following:
 - all the documents, guarantees, bonds and insurance as per the Contract;
 - consent of the surety to final payment, if any;
 - legally binding releases and/or waivers, (satisfactory to Owner) of all rights arising out of or in connection with the scope of work as well as the liens filed in its behalf.

PAYMENT TERMS

- a. The supporting documents for each invoice, including but not limited to, certified payrolls, incident reports, design, updated of schedule, results, and others shall be delivered to PRNG to process the payment.
- b. Payments to the Contractor shall be limited to the quantities set forth in the contract for each item performed and accepted in accordance with the plans and specifications. If upon completion of the work, these quantities show either a decrease or increase from that of the proposal schedule, the contract unit prices shall prevail.
- c. The Contractor must consider the retainage of the Department of Treasury for the entity and type of services.



- d. On Lump Sum Contracts, the Contractor shall, within fifteen (15) days after the date of the Notice to Proceed, submit for approval, to the Owner's Representative, a schedule of values prepared on approved forms of the various portions of the Work aggregating the Total Contract Sum, divided so as to facilitate monthly installment payments.
- e. Each item in the schedule of values shall include its proper share of overhead and profit. Initial disbursements items such as mobilization, temporary facilities, premiums for insurance, bonds and all cost of government fees and permits required for work, shall be separately itemized to facilitate first partial payments.
- f. Within fifteen (15) calendar days after receipt by Owner's Representative, the schedule of values shall be approved or rejected in writing for cause notified to Contractor.
- g. The Progress Payment Period shall be of one (1) month unless otherwise provided in the Contract Documents. The end of the Progress Payment period shall be the last day of the month, unless otherwise established in the Contract Documents. The Contractor does not have to submit an application for payment every month if he so chooses.
- h. At least twenty (20) days before the date established for each progress payment, Contractor shall submit to Owner's Representative for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
- i. The Owner's Representative and the Contractor shall jointly determine acceptable quantities per completed Work under the terms of the Contracts. These shall be based on measurements made by them, or their assistants, in accordance with the units of measurement for each item as shown in the schedule of values and by the method indicated in the applicable specification.
- j. The amount of the retainage of each partial payment made to the Contractor shall be ten percent (10%).
- k. The Owner's Representative shall review the Application for Payment as soon as it is received and will notify the Contractor within five (5) working days of any objections he may have. The Contractor shall cure such deficiencies and resubmit the Application.
- l. No payment for unauthorized work shall be made.

10. BONDS AND/OR GUARANTEES

a. PERFORMANCE BOND

The Performance Bond will guarantee the performance of the contract or purchase order, as applicable.

A Performance Bond of one hundred percent (100%) of the total amount awarded in the name of the General Services Administration and with additional endorsement Puerto Rico Army National Guard is required for this auction. The Auction Board, GSA and PRNG shall not accept a Performance Bond for an amount less than the amount established herein or in the name of an entity other than the General Services Administration and/or the Puerto Rico Army National Guard, as the case may be.

The Bidder to whom the formal auction is awarded shall submit a performance bond to the Auction Board **no later than ten (10) working days following the notification of the award.**



If the successful Bidder after the term stipulated in the bid, does not deliver the goods, does not perform or complete the non-professional service and construction work within the term established in the contract, does not honor the guarantees or does not comply with the obligations as contracted, for causes attributable to the Bidder the Performance Bond may be executed. In addition, the Bidder shall be financially responsible for the difference in price awarded in the second instance or the price obtained by means of an exceptional purchase. If the Performance Bond does not cover such excess, the balance shall be claimed from the concerned Bidder.

b. PAYMENT BOND

The Payment Bond guarantees persons who rendered a labor or furnished materials to the Contractor shall receive any unpaid amounts owed to them by the Contractor for labor or materials furnished in the performance of the work under the contract.

For this auction a **Payment Bond of one hundred percent (100%) of the total amount awarded** in the name of the General Services Administration and with an additional endorsement Puerto Rico Army National Guard is required. The Auction Board, GSA and PRNG will not accept a Payment Bond for less than the amount established herein or in the name of an entity other than the General Services Administration and/or the Puerto Rico National Guard, as the case may be.

Not later than ten (10) working days upon the notification of the award, the Bidder who is awarded, shall file a payment bond before the Auction Board.

c. ACT NO. 111, JUNE 22, 1961

In compliance with Act No. 111 of June 22, 1961, as amended, the Contractor shall submit to the Department of Labor a separate and additional Payment Bond for an amount equal to the requirements of Law, payable to the Secretary of the Labor of the Government of Puerto Rico to guarantee the payment to the workers and employees of the Contractor.

11. INSURANCES

All insurances required herein shall be obtained from insurance and surety companies complying with the requirements of Puerto Rico's Insurance Commissioner.

If on the termination date of any of the insurance policies, the Project is still under execution and the Contractor has not renewed them, the PRNG can renew them and deduct the amount paid for the premium and applicable costs from the next payment only if Contractor does not remedy and provide timely evidence of coverage.



The Contractor must give thirty (30) calendar days written notice to PRNG before any policy coverage is changed, canceled, or not renewed and shall cause the insurance carrier to do the same.

Unless otherwise indicated in the Contract Documents, the Contractor shall, throughout the performance of the Contract shall procure and maintain in effect, and require all Subcontractors and others performing any such work to procure and maintain in effect, insurance of the types applicable and with limits no less than the minimum amounts specified above, or insure the activity of his Subcontractors in his own policy.

Within ten (10) calendar days upon the execution of the contract with PRNG, the Bidder shall provide to PRNG, the following insurances:

a. Workmen's Compensation Insurance Policy

Workmen's Compensation Insurance Policy issued by The Puerto Rico State Insurance Fund and all Social Insurances required by law.

1. The Contractor shall provide Worker's Compensation Insurance as required by the "Workers' Compensation Act of the Commonwealth of Puerto Rico". The Contractor shall furnish the Owner a Workers Compensation certificate from the State Insurance Fund Corporation of the Commonwealth of Puerto Rico.
2. The Contractor shall also be responsible for compliance with said "Workers Compensation Act" by all his subcontractors and agents.

b. General Liability Insurance

1. Contractor shall purchase and maintain liability insurance coverage, in an occurrence format, and other insurance as is appropriate for the Work being performed and will provide protection from claims set forth which may arise out of or result from Contractor's performance of the works and obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the works, or by anyone for whose acts any of them may be liable:

The liability insurance limits shall not be less than:

General Aggregate Limit

\$1,000,000.00



Products/Completed	Operations	\$1,000,000.00
Aggregate Limit		
Personal and Advertising Injury Limits		\$ 500,000.00
Each Occurrence Limit		\$ 500,000.00
Fire Damage Limit		\$ 50,000.00
Medical Expense Limit		\$ 50,000.00

c. Auto Liability

1. Automobile Liability coverage shall be written to protect the Contractor against all claims for bodily injuries to members of the public and damage to property of other arising from the use of motor vehicles and shall cover operations on or the site of all motor vehicles, whether they are owned, non-owned or hired.
2. Unless otherwise stated in the Contract Documents, the liability limits shall not be less than:
 - Bodily Injury: two hundred and fifty thousand dollars (\$250,000.00) each person and five hundred thousand dollars (\$500,000.00) each occurrence.
 - Property Damage: one hundred thousand dollars (\$100,000.00) each occurrence or two hundred and fifty thousand dollars (\$250,000.00) combined single limit for bodily injuries and property damage liability.

d. Pollution Liability for Lead and Asbestos

1. The liability limits shall not be less than:

Each Claim: \$1,000,000.00

Aggregates: \$1,000,000.00

Deductible Each Claim: \$25,000.00

e. Builder's Risk

Refer to *Uniform General Conditions for Public Works Contracts in Puerto Rico*.

f. Installation Floater Policy

1. The limit of insurance shall include the aggregate value of the Contractor's, Subcontractor's,



or Owner's furnished equipment and materials to be erected or installed by the Contractor.

2. This insurance shall be written under an Inland Marine all risk form, including earthquake, windstorm and flood coverage and shall protect the Contractor, Subcontractors, and the Owner and shall contain a waiver of subrogation clause against the insured parties.

g. Others

- Hold Harmless is required.
- Terrorism coverage is required.

12. BREACH OF CONTRACT AND PENALTIES TO THE BIDDER

Upon breach of contract and determination of lack of financial or other responsibility on the part of the contractors, the Administrator of the GSA, may impose such penalties or measures as he deems appropriate for the protection of the public interest, including, but not limited to: the forfeiture of the bond or bonds deposited as security, and; the removal from the Single Registry of Bidders (RUL) for such time as he deems appropriate.

In addition, the GSA reserves the right to impose any other sanctions, as provided in the aforementioned Regulation of Act 73-2019, as amended, as well as those agreed in the contract granted or purchase order issued.

The GSA shall only take measures in case of non-compliance, after investigation of the facts, with adequate notice and in observance of the due process of law.

In addition, for construction work, the penalty will be imposed by means of liquidated damages, as set forth in the *Uniform General Conditions for Public Works Contracts in Puerto Rico*.

13. CANCELLATION OF CONTRACT OR PURCHASE ORDER FOR REFUSAL TO DELIVER THE GOODS, REFUSAL TO PERFORM THE WORK OR REFUSAL TO RENDER THE CONTRACTED SERVICES

If the Bidder refuses to deliver the ordered goods, refuses to perform the contracted work, or refuses to render the contracted services, the General Services Administration and/or the Puerto Rico National Guard may cancel the purchase order and/or contract. It may also issue a new purchase order and/or award a contract that considers the same goods, works and/or services in favor of another Bidder, without prejudice to the application of any other measures provided in other legal provisions related to breach of contract.



14. CERTIFICATIONS

The Bidder shall include with its bid, as required in this formal bid, the required certifications, or licenses to supply the goods, perform the work and/or perform the services in the specifications.

A. CONTRACTORS CODE OF ETHICS

All Bidders shall comply with the provisions of Act No. 2-2018, as amended, known as the "**Anti-Corruption Code for the New Puerto Rico.**" It shall also be indispensable for contracting with the Government and/or the Puerto Rico National Guard to abide by the provisions of the Code of Ethics established in the referenced law.

In addition, the natural or juridical person who wishes to participate in the awarding of an auction or in the awarding of any contract, with any government agency or instrumentality, public corporation, municipality, Puerto Rico Army National Guard, or with the Legislative Branch or Judicial Branch, for the performance of services or the sale or delivery of goods, shall **submit a sworn statement**, before a notary public, in which it shall inform whether the natural or juridical person or any president, vice president, director, executive director, or member of a board of officers or board of directors, or persons performing equivalent functions for the juridical person, has been convicted of or has pleaded guilty to any of the offenses enumerated in Section 6. 8 of Act 8-2017, as amended, known as the "Administration and Transformation of Human Resources in the Government of Puerto Rico Act," or for any of the offenses contained in said Code.

Any person, whether natural or juridical, who has been convicted for: violation of Sections 4.2, 4.3, or 5. 7 of Act 1-2012, known as the "**Organic Act of the Office of Government Ethics,**" for violation of any of the felonies against the exercise of public office or against public funds of those contained in Articles 250 to 266 of Act 146-2012, as amended, known as the "**Penal Code of Puerto Rico,**" for any of the crimes typified in the Code, or for any other felony involving the misuse of public funds or property, including without limitation the crimes mentioned in Section 6. 8 of Act 8-2017, shall be disqualified from contracting or bidding with any executive agency of the Government of Puerto Rico and/or the Puerto Rico National Guard for the term applicable under Section 6.8 of Act 8-2017. When no term is provided, the person shall be disqualified for ten (10) years counted from the date on which he/she completes serving the sentence.

Every contract shall include a termination clause in case the person (natural o juridical) contracting with the executive agencies is convicted, in the state or federal jurisdiction, of any of the crimes that disqualify him/her from contracting under the preceding subsection. The contracts shall certify that the person has not been convicted, in the state or federal jurisdiction, of any of the crimes set forth above. **The duty to report shall be of a continuous nature during all stages of contracting and execution of the contract.**

All Bidders are subject to the **sanctions and penalties set forth in Article 3.7. - Sanctions and Penalties of Law 2-2018, as amended.** (3 L.P.R.A. § 1883f) or any other law that supersedes it.



B. CODE OF ETHICS

Each member of the Bidder's team must observe the highest principles of excellence, integrity, and honesty, to competitors and to the Government of Puerto Rico. Complying with the Code of Ethics that is available at:

<http://www2.pr.gov/ogp/Bvirtual/leyesreferencia/PDF/C%C3%B3digos/84-2002/84-2002-.pdf>

The Code of Ethics requires that all contractors, suppliers of goods or services and applicants for incentives refrain from carrying out or participating in conduct that directly or indirectly implies that public servants violate the provisions of the Government Ethics Act.

Every person that has personal knowledge of acts of corruption or crimes constituting fraud, bribery, embezzlement, or illegal appropriation of funds of Contractors and Suppliers of the executive agencies of the Government of Puerto Rico, have a duty to report such violations to the Code of Ethics.

In addition to the ethical norms of the association or college to which the bidders belong and regulates their trade or profession. Every person must observe with their competitors and the Government of Puerto Rico principles of excellence and honesty.

If the person does not belong to any association or college or in the case of associations and colleges that do not have an ethics code for their members, bidders must observe the general accepted principles of ethical conduct of their profession or trade.

Every person, Bidder, Component, and Contractor which was a party to or received, any benefit directly or indirectly through business transactions, contracts or government incentives shall collaborate with any investigation initiated by the Government of Puerto Rico.

C. ETHICS OF PROFESSION

In addition to the ethical norms of the association or college to which the bidders belong and regulates their trade or profession. Every person must observe with their competitors and the Government of Puerto Rico principles of transparency and honesty.

If the person does not belong to any association or college, or in the case of associations and colleges that do not have an ethics code for their members, bidders must observe the general accepted principles of ethical conduct of their profession or trade.

15. ANTIDISCRIMINATORY CLAUSE

The GSA and PRNG do not discriminate by reason of: race, color, gender, origin or social status, political or religious beliefs, age, nationality, for being a victim or being perceived as a victim of domestic violence or



sexual harassment, veteran status, identity or sexual orientation (real or perceived), physical, mental or sensory disability.

16. CONFLICT OF INTEREST

In accordance with federal and/or state laws and regulations, the Bidders must certify that neither the natural person or the juridical person (company), nor any of his employees and / or members of the entity have any conflict of interest, whether directly or not, with the requested service.

In every real and/or apparent conflict of interest scenario, GSA reserves the right at its sole discretion to refuse one or more proposals or impose additional conditions on the Bidders, in the best interest of the Government of Puerto Rico. GSA reserves the right to cancel any contract in accordance with this request with 30 working days, prior to knowledge of it, in case a conflict of real interest and / or the occurrence of said conflict is not resolved to satisfaction of ASG.

17. INVESTIGATIVE COOPERATION

Every person, Bidder or contractor shall cooperate with any investigation initiated by the State or Federal Government regarding business transactions, awards of contracts or government incentives to which he/she was a party or benefited directly or indirectly.

18. COMMUNICATIONS AND ANNOUNCEMENTS

All bidders and natural or juridical persons interested in participating in this formal auction process are hereby warned that it is forbidden to have contact with the officials of the Auction Board and the GSA, as well as the Auxiliary Procurement Administration and the Purchasing Office, after the conclusion of the pre-auction meeting and until this auction is awarded by the Auction Board. Failure to do so shall result in the rejection of the bid.

During the entire bidding process communications with other government representatives, regarding matters of this formal auction is prohibited. Anyone who fails to comply with said prohibition shall be disqualified and may be subject to any other penalties as per the applicable laws or regulations.

All communications will be made via the following email address: juntadesubastas@asg.pr.gov.

Any information or announcement regarding this formal auction shall be published by the Auction Board through the GSA's web page (www.asg.pr.gov/ReformaCompras/Pages/default.aspx) and notified by e-mail to the bidders able to participate in the process. Any information, public announcement or amendment issued by the Auction Board, with regard to this auction shall be made in writing with the due authorizations of the GSA.



IV. GENERAL SERVICES ADMINISTRATION CONTRACT EXECUTION (APPLICABLE)

1. CONTRACT FORMALIZATION

In connection with the aforementioned formal auction, the GSA shall execute a master contract with the successful Bidder of the "Buena Pro" and a contract shall also be executed with the Puerto Rico National Guard.

The bid of the successful Bidder and the provisions of the formal auction documents shall constitute the basis of the master contract between the successful Bidder and the GSA. The contract shall be formalized as soon as the GSA receives the guarantees and/or bonds required from the Bidder.

2. RENEGOTIATION OF CONTRACT PRICES, TERMS AND CONDITIONS (NOT LIMITED TO CONTRACT TERM EXTENSIONS)

The prices offered by the bidder **shall remain fixed** during the term of the awarded contract and shall not be subject to changes due to increases in the market or of any other nature, whether foreseeable or not, **except as provided in section IV, subsection 3 of this formal auction document.**

No buyer of any entity (including the GSA) is authorized to renegotiate the prices, terms and conditions established in the contract.

As an exception, the GSA Administrator, motu proprio or at the request of an interested bidder, may authorize amendments to the prices, terms and conditions established in any contract, if there is just cause for such amendment, during the term of the contract. The GSA shall carry out the adequate analysis to determine whether the proposed amendment is appropriate. The grounds for the amendments shall be stated in a complementary document.

3. REFUSAL TO FORMALIZE THE CONTRACT

If the successful bidder is summoned by the GSA Contracts Office to **sign the contract and refuses to do so, the GSA may execute the Bid Bond.**

4. CONTRACT TERM

The Administration may hold any formal auction procedure for the purpose of awarding a contract under which a purchase order may be issued.

The formalized contract under this auction shall have a **925 calendar days term**, which shall be stated in the Notice to Proceed.



5. SCOPE OF THE CONTRACT

The contract to be awarded under this formal auction will cover the needs of the requesting agency, governmental entities, and exempt entities of the Government of Puerto Rico, as defined in Act 73, supra.

6. CONTRACT INSTRUCTIONS

Upon award of the auction by the Auction Board, the Assistant Procurement Administration (Contracts Unit) will execute a Master Contract between the successful bidder and the General Services Administration. After the execution of the Master Contract between the GSA and the successful bidder, the Puerto Rico Army National Guard shall formalize a contract with the successful bidder.

V. CONTRACT TERMINATION

No head of any government agency or instrumentality of the Government, public corporation, municipality, or of the Legislative or Judicial Branch, shall award auctions or grant any contract for the performance of services or the sale or delivery of goods, to any natural or juridical person who has been convicted or has pleaded guilty in the state or federal forum, in any jurisdiction of the United States of America or in any other country, of those crimes constituting fraud, embezzlement or illegal appropriation of public funds provided in Act 2-2018, supra, as amended. The prohibition to award auctions or grant contracts extends to those legal entities whose presidents, vice presidents, directors, executive directors, or members of their Board of Officers or Board of Directors, or person performing equivalent functions, have been convicted or have pleaded guilty in the state or federal forum, in any jurisdiction of the United States of America or in any other country, of those crimes constituting fraud, embezzlement or illegal appropriation of public funds, as enumerated in the aforementioned Act.

The prohibition contained in Act 2-2018, supra, for contracting, subcontracting, or awarding an auction shall be for a term of twenty (20) years upon conviction of a felony and eight (8) years upon conviction of a misdemeanor.

The conviction or guilt for any of the offenses enumerated in Act 2-2018, supra, shall entail, in addition to any other penalties, the automatic rescission of all contracts in force, as of the date the person was convicted or found guilty, with any agency or instrumentality of the State Government, public corporations, municipalities, the Legislative Branch or the Judicial Branch. In addition to the rescission of the contracts, the Government shall have the right to demand the return of any benefits it may have rendered in connection with the contract or contracts directly affected by the commission of the offense.

Failure to comply with the Uniform General Conditions for Public Works of Puerto Rico shall be cause for termination of this contract.



VI. Statement of Works

The Statement of Works can be found in the link provided under the correspondent folder for this Auction on the GSA website. Also, you can type the following in your web browser:

<https://drive.google.com/file/d/1-Wr5EOYcaRCdoiur8xR9J2iM94URyq5K/view?usp=sharing>

VII. Attachments

- Attachment 1: Request for Clarification
- Attachment 2: Bidders Bid
- Attachment 3: Form ASG 673
- Attachment 4: Form ASG 674
- Attachment 5: Acknowledgment of Addenda
- Attachment 6: Limited Denial of Participation / Suspension Affidavit
- Attachment 7: Non-Conflict of Interest Certification
- Attachment 8: Non-Collusive Affidavit
- Attachment 9: Bidder's Certification
- Attachment 10: Statement of Bidder Qualifications
- Attachment 11: Reference Information
- Attachment 12: Past Performance Certification
- Attachment 13: Authorization for Background and Information
- Attachment 14: Byrd Anti-Lobbying
- Attachment 15: Cement Certification Produced in Puerto Rico
- Attachment 16: Federal General Clauses



Attachment 1

REQUEST FOR CLARIFICATION

Page 1 of 1

ISSUE NUMBER	ITEMS REQUIRING CLARIFICATION	REFERENCES	CLARIFICATION REQUEST

Bidder's name: _____

Name of Bidder's authorized representative: _____

Signature of Bidder's authorized representative: _____

**Attachment 2****Bidders (licitators) Bid**

Page 1 of 1

Date: _____

Company Name / Bidder No.

[] Private Business , [] Corporation, o [] Association , herby submits its offer.

Employer's Social Security: _____

We hereby certify that we have read all the instructions, terms, conditions and clauses of the bidding documents; that we understand and agree to comply with all the clauses contained therein and in the contract. I also certify that I will not change my bid throughout the bidding process and until delivery of the goods, completion of the work or the services awarded are rendered.

The address submitted with this offer is where we receive our mail.

I, _____, CERTIFY that I am authorized to sign this offer (bid), furthermore state that my name and signature are registered in the Bidders Single Registry.

Printed Name_____
Signature_____
Title/Position

Postal Address:

Physical Address:

Telephone numbre and Fax: _____

email: _____

Foreign Corporation_____
Resident Agent Name_____
Address_____
Telephone number and Fax

**General Services Administration**Government of Puerto Rico
Page 1 of 2**Attachment 3**

I, _____, personally, of adult age,
(name and last name)
_____, y vecino de _____,
(civil status) (profession) (city) (country or state)

I CERTIFY THE FOLLOWING:

1. That my name and personal circumstances are those expressed above.
2. That I appear as an individual type of business owner.
3. That the business name of my business (D/B/A, *if applicable*), is as follows,

1. That the purpose of the individual business I represent is to provide the following goods,
works and/or professional or non-professional services: (*write what you are engaged in*)

2. That the following persons, **whose signatures appear in this document**, are authorized
in the name and on behalf of the business, to sign the offers that are submitted as part of
the processes of purchase of goods and professional and non-professional services that are
carried out by the different agencies, public corporations and municipalities of the
Government of Puerto Rico.

3. That **the signatures of the persons listed herein bind the** business I represent in all
processes of purchase goods and of professional or non-professional services carried out
by the agencies of the Executive Branch of the Government of Puerto Rico, public
corporations and municipalities. Similarly, such persons are authorized to sign offers and
sign any type of document required as part of such appearance.



Name and Last Name	Position/ Title	Signature

That I subscribe this Certification for purposes of complying with one of the requirements to enter the Single Registry of Bidders (RUL) or the Single Registry of Professional Service Providers (RUP) and for any other relevant administrative or legal purpose.

AND FOR THE RECORD, I sign this certification in, _____
(city)

_____, today, _____ of 2022
(country or state) (date)

SIGNATURE

Afidávit Number: _____
SWORNED AND SUSCRIBED before me by _____, of the
abovementioned personal circumstances, in my capacity as _____
(position/title)

of _____ and whom I identify by _____
(business type)

In _____, today _____ of 20____.
(country/state)

FORM GSA – 674

Name of the Notary

Signature of the Notary

**CORPORATE RESOLUTION****Attachment 4**

(Affidavit that has smudges, strikethroughs or corrector will not be accepted)

Page 1 of 1

I _____, of legal age, (civil status) _____, (profession) _____, and resident of _____, as _____ of (business type) _____, certify, that in a meeting held on _____ of 20____, which was attended by the regulatory quorum, it was resolved to authorize the persons named below, so that any of them, in the name and on behalf of this Corporation, may appear at the processes of purchase of non-professional goods and services carried out by the agencies of the Executive Branch of the Government of Puerto Rico, public corporations and municipalities, as well as signing offers and signing contracts and all types of document required as part of said appearance, so their signatures, which are recorded in this document, oblige this (type of business) _____.

Name and Last name	Position/title	Signature

In my capacity as _____ of the (type of business) _____, I also certify that the resolution transcribed above has not been revoked, annulled or amended in any way and that it remains in full force and effect.

FOR THE RECORD, I sign the present and stamp the seal of the _____ (type of business).

In _____, _____, _____ 20____.

Signature of the Declarant

**AFFIDAVIT**

Affidavit Number: _____

SWORN AND SUBSCRIBED before me by _____, of personal circumstances before mentioned, in their capacity as _____ of the _____ (type of business) and whom I identify by _____.

In _____, _____, _____, of 20____.

Name of the Notary

Signature of the Notary

**Attachment 5****ACKNOWLEDGEMENT OF ADDENDA**

Page 1 of 1

I, _____, in my capacity as _____

[Title] of _____ [Bidder's name],
acknowledge the receipt of changes, clarifications and additional information issued as part of the documents of this bid process in the Addenda that I detail below:

Addenda	Date	Description (if need more space please include as Attachment)
No. 1		
No. 2		
No. 3		
No. 4		

I certify that the Puerto Rico Army National Guard issued the aforementioned addenda for this bid process and considered as part of the proposal that I present all the aspects indicated therein.

In _____, Puerto Rico, today _____.

*Name of Bidder's authorized representative*_____
*Signature of Bidder's authorized representative*_____
*Title of Bidder's authorized representative***Attach copies of the Addenda and its attachments**

**Attachment 6****LIMITED DENIAL SUSPENSION OR PARTICIPATION AFFIDAVIT**

Page 1 of 1

By signing this Affidavit, the Bidder certifies that the firm or entity, business or person submitting the Proposal and Information has not been registered in the Limited Denial of Participation (LDP), suspended, debarred or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government. Signing this Certification without disclosing all pertinent information about a debarment or suspension shall result in rejection of the proposal, award or cancellation of contract. The GSA and PRNG may also exercise any other remedy available by law.

In the City _____, Puerto Rico, this _____ day of _____.

Bidder's name

Name of Bidder's authorized representative

Signature of Bidder's authorized representative

Bidder's seal

Affidavit Number: _____

Subscribe and sworn to before me in the city of _____, _____ this
_____ day of _____, 20____ by _____ of legal age,
_____(civil status), _____, (occupation), and resident of
_____, _____ in his/her capacity as
_____ of Bidder, who I personally known or have identified
by his/her _____.

Public Notary



Attachment 7

NON-CONFLICT OF INTEREST CERTIFICATION

Page 1 of 2

I, _____, of legal age, _____ (civil status), and resident of _____, have been designated as the authorized representative of _____ (Bidder's name) for this bid process. In such regard, I hereby certify that:

1. Proposal is genuine and is not carried out in the interest or on behalf of any undisclosed person, firm or entity; has not requested or induced any person, company or entity to refrain from proposing; and did not seek collusion or fraud to obtain any advantage over any other Bidder, GSA or PRNG.
2. Bidder has no commercial or personal relationship with any other company or person that may be considered a conflict of interest for GSA and PRNG; and
3. The key personnel identified to perform services have no commercial or personal relationship with any GSA and PRNG officer or employee that is not clearly disclosed in their proposal.
4. No employee of the GSA and PRNG has a direct or indirect interest in this process nor has participated in the preparation of these documents.
5. No public official or employee of the GSA and PRNG possesses any financial interest with any Bidder participating in this bid process, and that likewise, has had no direct or indirect financial interest with these for the past four (4) years.
6. No public official or employee of the GSA and PRNG has solicited or accepted, directly or indirectly, by means of any person or entity with interest in this bid process, including the Bidder, any goods of any value-including, gifts, gratuities, contributions, services, donations, loans, and/or for any member of their immediate family, and/or relatives, and/or for any person, as a form of compensation for performing the duties and responsibilities of their position in connection with this bid process.
7. I do not have a kindred relationship within the fourth (4th) degree of consanguinity and/or second (2nd) degree of affinity with public official or employee of the GSA and PRNG that participates or influences or has the capacity to do so in institutional decisions of the GSA and PRNG.



The PRNG is highly committed to management excellence and promotes the effective use of the government resources to benefit the people of Puerto Rico. Thus, the PRNG will support and comply with the provisions of Act 2-2018, known as Anti-Corruption Code for the New Puerto Rico, as amended, including Title III, Code Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Government of Puerto Rico.

In light of the above, I, the Bidder's authorized representative, also certify that:

1. I agree to comply with the applicable provisions of Act 2-2018, known as the Anti-Corruption Code for the New Puerto Rico, as amended, including Title III, Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Government of Puerto Rico and recognize that this is an essential requirement in order to execute transactions or to set up agreements with the GSA and PRNG.

In the City _____, Puerto Rico, this _____ day of _____.

Bidder's name

Name of Bidder's authorized representative

Position of Bidder's authorized representative

Signature of Bidder's authorized representative

Bidder's seal

**Attachment 8****NON-COLLUSIVE AFFIDAVIT**

Page 1 of 1

I, _____, being first duly sworn, deposes says: That he is _____ (*an individual, a partner of a partnership or an officer of a corporation, etc.*) of the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder, or person, to put a sham bid or to refrain from bidding; that he has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the price of affiance or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any bidder, or to secure any advantage against the **GENERAL SERVICES ADMINISTRATION** proposed contract; and that all statement in said proposal or bid are true.

In the City _____, Puerto Rico, this _____ day of _____.

*Bidder's name*_____
*Name of Bidder's authorized representative*_____
*Signature of Bidder's authorized representative*_____
Bidder's seal

Affidavit Number: _____

Subscribe and sworn to before me in the city of _____, _____ this _____ day of _____, 20____ by _____ of legal age, _____ (civil status), _____, (occupation), and resident of _____ in his/her capacity as _____ of Bidder, who I personally known or have identified by his/her _____.

Public Notary



Attachment 9

BIDDER'S CERTIFICATION

Page 1 of 1

1. By submitting a proposal in response to this bid process, you expressly declare that you have read and made no exceptions to any term, condition, obligation or requirement included in this application, or any Attachment thereto, which is not clearly stated in your proposal.
2. To the best of your knowledge, your firm or entity does not violate any local, state or federal laws.
3. Certify that:
 - a. Neither the entity that I represent or myself have agreed with individuals or corporations to submit several proposals under different or combined names.
 - b. I have complied and am currently in compliance with my obligations and the laws that regulate my business, company and entity as well as with the laws regarding employers in Puerto Rico such as the State Insurance Fund, Social Security, Non-Occupational Disability Insurance, Driver Insurance, Patent Law, Tax Law on Income and others.
 - c. The undersigned guarantees that he / she is an authorized representative of the Bidder; has read, understands and agrees to be subject to all instructions, terms, specifications and conditions of the request that are included in this document (including all appendices issued for this application); that the information provided in its proposal is true and accurate; and that providing incorrect or incomplete information may be grounds for rejection of proposal.

Bidder's Name: _____ Submission Date: _____

Signature of Bidder's authorized representative: _____

Name and Signature of authorized representative: _____



Attachment 10

STATEMENT OF BIDDER'S QUALIFICATIONS

Page 1 of 6

The undersigned here by certifies, under oath, the truth and correctness of all statements and answers to questions made hereinafter:

Submitted to: GENERAL SERVICES ADMINISTRATION

Submitted by: _____ (Bidder's name)

1. How many years has your organization been in business as a Contractor?

2. How many years has your organization been in business under its present business name?

3. If a corporation provide the following:

a) Date of incorporation: _____

b) Place of incorporation: _____

c) President's name(s): _____

d) Vice-President's name(s): _____

e) Secretary's or Clerk's Name: _____

f) Treasurer's name(s): _____



STATEMENT OF BIDDER'S QUALIFICATIONS

Page 2 of 6

4. If individual or partnership answers the following:

a) Date of organization: _____

b) Name and address of all partners. (*State whether general or limited partnership*):

5. If other corporation or partnership describe organization and name principals:

6. General character of work performed by your company.

7. We normally perform _ % of the work with our own forces. List trades below:

8. Have you ever failed to complete any work awarded to you? If so, note when, where, and why:



STATEMENT OF BIDDER'S QUALIFICATIONS

Page 3 of 6

9. Have you ever defaulted on any contract?

10. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? Is so, state circumstances:

11. Provide a list of projects that your organization is currently working on - name of contract, point of contact (name, telephone and email address), contract amount, percent completed and scheduled completion of other contracts your organization has in process to this date. **Include information as an attachment**

12. Provide a list of contracts that your organization has executed in the past two (2) years: name of contract, point of contact (name, telephone and email address), contract amount, date of completion, percent of work with own forces, etc. **Include information as an attachment**

13. List the experience of the principal key individuals of your organization in the management of similar projects. **Include information as an attachment**

14. List the equipment's that are available for the contract. **Include information as an attachment**

15. Key personnel's professional background experience. **Include information as an attachment**

16. Organization chart: Provide an organizational chart showing the structure of the proposed team. **Include information as an attachment**

17. Detail current capacity of key team individuals and the firm's capabilities to complete the project

18. outlined herein. **Include information as an attachment**

19. Describe your firm's plan to accomplish the proposed action. **Include information as an attachment**



STATEMENT OF BIDDER'S QUALIFICATIONS

Page 4 of 6

20. Describe the way (management tools, techniques and procedures) in which your firm develop and maintains the project schedule. Have you ever failed to meet a project schedule? **Include information as an attachment**

21. Explain why you believe your firm is qualified to provide the requested services and/or works. **Include information as an attachment**

22. Does any relationship exist whether by relative, business associates, or any other such kinship between your company and any GSA and PRNG employee? If so, explain.

23. Trade references: **Submit five (5) written evidence. Include information as an attachment (2 years)**

24. Bank references: **Submit written evidence. Include information as an attachment (1 year)**

25. The undersigned hereby agrees to complete any detailed financial statement that the GSA may require to submit in connection with this bid and to furnish any other information that may be require by said GSA.

26. The undersigned hereby authorizes and requests from any person, firm or corporation to disclose or furnish any information requested by **the GENERAL SERVICES ADMINISTRATION** in verification of the recitals comprised in this Statement of Bidder's Qualifications.

In the City _____, Puerto Rico, this _____ day of _____.

Bidder's name

Name of Bidder's authorized representative

Signature of Bidder's authorized representative

Bidder's seal

Affidavit Number: _____

Subscribe and sworn to before me in the city of _____, _____ this
_____ day of _____, 20____ by _____ of legal age,
_____ (civil status), _____, (occupation), and resident of _____



STATEMENT OF BIDDER'S QUALIFICATIONS

Page 5 of 5

_____, _____ in his/her capacity as
_____ of Bidder, who I personally known or have identified
by his/her _____.

Public Notary

**Attachment 11****REFERENCE INFORMATION**

Page 1 of 1

Bidder's Name			
Bidder's Physical Address			
Bidder's Postal Address			
Bidder's Phone Number			
BIDDER'S REFERENCES INFORMATION			
OWNER	DESCRIPTION	AMOUNT (\$)	END DATE

Signature of Bidder's authorized representative

Bidder's seal



Attachment 12

PRIOR PERFORMANCE CERTIFICATION

Page 1 of 2

1. Has the Bidder been notified with a "Letter of Concern", which refers to any written communication from a Government entity notifying the Bidder, wariness or caution about the Bidder's performance under a contract.

☐ Yes ☐ No ☐ Other (Specify): _____

If yes, provide a copy of every "Letter of Concern" receive as a contractor from a Government entity.

2. Has the Bidder been found in default of contract terms with any contracting entity?

☐ Yes ☐ No

Indicate below if a Performance Bond or other means was used to cure the default:

☐ Yes ☐ No ☐ Other (Specify): _____

Name of Surety: _____

Telephone of Surety: _____

Surety's POC: _____

Provide an explanation regarding the circumstances that required the contracting entity to enforce the terms of the Performance. Include the current status of the matter (Include additional sheets if necessary).

Bidder's Name

Signature of Authorized Representative

Date

Printed Name of Authorized Representative



Attachment 13

AUTHORIZATION FOR BACKGROUND INFORMATION

Page 1 of 1

By signing this Authorization, the Bidder authorizes the GSA and Puerto Rico Army National Guard (PRNG) to seek any background information it deems necessary to evaluate the Bidder's capacity in connection to this bid process.

Bidder's name

Name of Bidder's authorized representative

Position of Bidder's authorized representative

Signature of Bidder's authorized representative

Bidder's seal



Attachment 14

BYRD ANTI-LOBBYING

Page 1 of 1

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Bidder's name

Name of Bidder's authorized representative

Signature of Bidder's authorized representative



Attachment 15

CEMENT PRODUCED IN PUERTO RICO CERTIFICATION

Page 1 of 1

I, _____ certify that:

1. All the cement to be used in the project shall be produced in Puerto Rico.
2. The cement to be used by any **Sub-Contractors** in the construction project shall also be produced in Puerto Rico.
3. This certification is in accordance with the provisions of Act No. 109 of July 12, 1985.

Bidder's name

Signature of Bidder's representative

Name and Title of Bidder's representative

Date



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."

Initials: _____



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 executed 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 require 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 acknowledge 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."

Initials: _____



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."

Initials: _____



GOVERNMENT OF PUERTO RICO
Puerto Rico National Guard

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 subcontrato resultante y en cada subcontrato otorgado sin una solicitud, cuando la declaración de trabajo en el subcontrato 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."

Initials: _____



GOVERNMENT OF PUERTO RICO
Puerto Rico National Guard

"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

Initials _____



GOVERNMENT OF PUERTO RICO
Puerto Rico National Guard

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 invalidated 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

Initials _____

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 completaran 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