



Repair to Primary Line at Camp Santiago  
Main Gate  
Salinas, Puerto Rico

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# PART 1

## GENERAL INFORMATION

1.1 ACRONYMOUS

1.2 DEFINITIONS

1.3 OVERVIEW

1.4 DESCRIPTION

1.5 FUNDS



## **PART 1: GENERAL INFORMATION**

### **1.1 ACRONYMOUS**

AR Army Regulations

ASG Administración de Servicios Generales

AT/OPSEC Antiterrorism/Operational Security Background Investigation

CFMO Construction and Facilities Management Office

CFR Code Federal Regulation

CM Contract Manager

COR Contracting Officer Representative

DA Department of the Army

DD254 Department of Defense Contract Security Classification Specification

DFARS Defense Federal Acquisition Regulation Supplement

DoD Department of Defense

EPA Environmental Protection Agency

FAR Federal Acquisition Regulation

NIOSH National Institute for Occupational Safety and Health

NGB National Guard Bureau

OSHA Occupational Safety and Health Agency

POC Point of Contact

PPE Personal Protective Equipment PRARNG

Puerto Rico Army National Guard

RUL Registro Unico de Licitadores

SAM System for Award Management

US United States

## 1.2 DEFINITIONS

**Change Order** - A written order issued by the PRARNG, or its duly authorized representative, to the Contractor, signed by both parties, covering, additions, deletions, and/or revisions in the Work and/or an adjustment in the Contract Price and/or the Contract Time, if any, issued on or after the Effective Date of the Contract. In Unit Price Contracts, a Change Order can also reflect a change in the number of items, as well as an increase or decrease, contained in the proposal. In Lump Sum Contracts, it reflects an order for additional or less work.

**Contract** - a written agreement, especially concerning with detailed services herein in this document.

**Contractor** - is an individual or entity that conducts business and is duly organize under the laws of the Government of Puerto Rico or foreign commercial organizations authorized to do business in Puerto Rico, registered in "*Registro Unico de Licitadores*" under the Puerto Rico General Services Administration (ASG), with: Unique Entity Identifier, CAGE Number and be active in SAM Registry. It will be who be select to perform the services and works described in this request.

**Days** - this term will be considered as calendar days.

**Government** - means Government of Puerto Rico, it is inclusive but not limited toother branches, municipalities and instrumentalities that administer Puerto Rico.

**PRARNG** – means Puerto Rico Army National Guard.

**Project Schedule** - A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Work within the Contract Time.

**Subcontractor** - A Subcontractor is an individual or entity that has a direct contract with the Contractor to perform any of the Work at the Site. The term Subcontractor as referred throughout the Purchase Order Documents means the Subcontractor or his authorized representative.

## 1.3 OVERVIEW

Hurricane Fiona, Category 1, passed through the island of Puerto Rico on September 18, 2022. The damages presented here are emergency needed repairs that support the mission. As a minimum, the facility shall comply with Federal and State safety, security, and health regulations. DG 415-5 Readiness Center Design Guide, International Building Code 2009, NFPA 70 Code (latest edition). If this power line is not repaired, the operation at Camp Santiago Join Training Center (CSJTC) will be seriously affected. Currently there are facilities without power and are running with emergency generators such as the Air Force Antenna facility. The electric system at CSJTC is designed using two primary lines that runs from the main electrical substation and feeds all facilities. One line runs from the main substation along northeast thru the shooting ranges and the other line also from the substation along the southeast thru the main gate.

#### 1.4 DESCRIPTION

The repair project consists of the repair of a primary power line segment that was affected due to the floods at the Nigua River during Hurricane Fiona at CSJTC.

#### 1.5 FUNDS

Appropriation funds for the project are 100% Federal.

# **PART 2**

## **COST PROPOSAL CONSIDERATION**

### **2.1 SCOPE**

### **2.2 CONDITIONS**

#### **2.2.1 GENERAL CONDITIONS**

##### **2.2.1.1 ADMINISTRATIVE**

##### **2.2.1.2 SAFETY REQUIREMENTS**

##### **2.2.1.3 PERMITS**

##### **2.2.1.4 INSURANCES REQUIRED**

##### **2.2.1.5 TECHNICAL**

#### **2.2.2 FEDERAL GENERAL CLAUSES**

#### **2.2.3 IMPERATIVE INCLUSION CLAUSES**

#### **2.2.4 SECURITY AND PROTECTION REQUIREMENTS**

##### **2.2.4.1 ANTI-TERRORISM/FORCE PROTECTION**

##### **2.2.4.2 iWATCH**

##### **2.2.4.3 TARP**

# 2.1

## SCOPE OF WORKS

**UNCLASSIFIED//FOR OFFICIAL USE ONLY**  
**PUERTO RICO ARMY NATIONAL GUARD**  
TRAINING CENTER GARRISON COMMAND  
DIRECTORATE OF PUBLIC WORKS  
CAMP SANTIAGO JOINT TRAINING CENTER  
SALINAS, PUERTO RICO 00751

STATEMENT OF WORK

FOR

REPAIRS TO PRIMARY LINE AT CAMP SANTIAGO MAIN GATE

**1. PROJECT INFORMATION**

**1.1. REQUIREMENT:** The Camp Santiago Joint Training Center Directorate of Public Works requires acquisition of non-personnel services, supervision, inspection, labor, plant, material, and equipment to conduct repair of a segment of the 4.16 kV primary distribution line to include removal and disposition of estimated 215 linear feet of a damaged segment of the primary line, purchase and installation of two new H6 concrete poles, and purchase and installation of approximately 2000 linear feet of electrical distribution wire to connect the concrete poles at both ends of the segment, and run a 6" rigid conduit across an existing arch bridge with an estimated length of 700 linear feet.

**1.2. BACKGROUND:** Hurricane Fiona, Category 1, passed through the island of Puerto Rico on 18 September 2022. The damages presented here are emergency needed repairs that support the mission. As a minimum, the facility shall comply with Federal and State safety, security, and health regulations. DG 415-5 Readiness Center Design Guide, International Building Code 2009, NFPA 70 Code (latest edition). If this power line is not repaired, the operation at Camp Santiago Joint Training Center will be seriously affected. Currently there are facilities without power and are running with emergency generators such as the Air Force Antenna facility. The electric system at Camp Santiago is designed using two primary lines that runs from the main electrical substation and feeds all facilities. One line runs from the Main substation along the northeast thru the shooting ranges and the other line also from the substation along the southwest thru the main gate.

**1.3. LOCATION:** The project is located at Camp Santiago main bridge in vicinity of 17.9946, -66.2862 along state road PR-154. The span of the project starts at 17.9948, -66.2856 and ends at 17.9969, -66.2859.

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Figure 1 CAMP SANTIAGO ORTHOMAP NTS (UNCLASSIFIED//FOR OFFICIAL USE ONLY)

**1.4. DELIVERY DATE:** The period of performance for construction shall not exceed a total of 180 calendar days upon issue of Notice to Proceed. The NTP shall be emitted upon meeting administrative contract requirements to include submittals, project schedule, schedule of values, installation access clearance, and turn-in of mandatory training. The NTP shall be issued no later than 90 days of contract award.

**1.5. PROPOSAL:** The contractor must provide a base bid for the project described in Section 1.1 and in accordance with requirements set forth by the contracting organization.

**2. EXISTING CONDITIONS:** The existing conditions of the project job site are that the 4.16 kV primary line is collapsed on the ground. The power line has been de-energized for safety. The soil surrounding the foundation of the utility pole supporting the primary line collapsed as a result from recurrent heavy rains from Hurricane Fiona during September 2022. The heavy rains collapsed the soil at the base of the utility poles exposing the foundation and collapsing the pole and the primary line fell.

**2.1. Soil Conditions:** The soil composition of Camp Santiago Joint training site is mostly well-graded granular soil.

### 3. PROJECT DESCRIPTION

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**3.1.** The contractor shall furnish equipment, materials, and non-personal services to execute the repairs of a 4.16 kV primary distribution line, to include demolition and disposal of damaged power line segment, installation of new Class H6 concrete utility pole.

### **3.1.1. General Requirements:**

3.1.1.1. The contractor shall provide all quality control inspection and supervision for this project, to include preparing the project schedule and schedule of values (breakdown for payment). Progress payments are permitted per each definable feature of work (DFOW) as specified in the work break down structure of the project schedule.

3.1.1.2. The contractor shall always maintain superintendence of the project. Superintendence means having a person, authorized by the prime contractor, with decision authority on the job site. Unsupervised work is not permitted. The contractor shall provide a Safety Plan in accordance with OSHA 1910/1926 to cover high risk tasks of the contract (i.e., pole installation).

3.1.1.3. The contractor shall furnish shop drawings and material submittals prior to ordering and invoicing for approval by the authorized Government Representative. Materials shall always comply with Buy American Act unless a deviation is expressly authorized by the Contracting Authority.

3.1.1.4. The contractor shall verify all dimensions, distances and depths specified in this scope of work during the site visit.

### **3.1.2. Demolitions:**

3.1.2.1. The contractor shall remove and dispose approximately 215 linear feet of existing 4160kV primary line. The contractor shall dispose of waste outside of the installation in compliance with state and local laws and regulations. Provide documents evidencing disposal.

3.1.2.1.1. The contractor shall coordinate with the installation DPW for lockout/tagout (LO/TO) procedures to ensure the line is deenergized to include preparation, shutdown, LO/TO application, check for stored energy, isolation, and verification.

3.1.2.1.2. Contractor shall follow procedures in NFPA 70E, OSHA 1926, 1910, and contractor's safety plan. Provide a copy of contractor safety plan and qualifications for review and evaluation.

### **3.1.3. Civil Works:**

3.1.3.1. Supply and install two (2) H6 concrete poles at designated locations as per drawings and specifications to support a 4.16 kV, four wire, multi-grounded, that are WYE connected at the source transformer located in the main power substation. Type H6 concrete poles are designed to be installed in a precast concrete foundation to allow complete use of pole strength.



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The contractor shall provide a concrete base for the pole support. Provide shop drawings for installation.

3.1.3.2. The contractor is responsible for excavating and installing both the precast concrete base and the concrete pole. The contractor is responsible for providing all anchoring components and grounding required for this type of power line pole.

3.1.3.3. There is a segment of the new electrical connections that shall be underground. The contractor shall excavate from both utility pole towards the anchoring point at both end of the main bridge.

3.1.3.4. Provide fishwire in every spare conduit.

3.1.3.5. Distribution systems shall have a maximum resistance of 10 Ohms. Provide and install grounding rods for the connection of the neutral to ground for the new power poles. Connection shall be of exothermic weld (thermos-weld) or compression type.

3.1.3.6. The contractor shall anchor the newly installed power poles for increased stability. Select anchoring system for the new H-6 concrete poles.

3.1.3.7. For additional requirements, refer to notes 3 to 7 of sheet T-01, drawings and specifications.

3.1.3.8. The area for the installation of the new concrete poles is prone to overgrown vegetation, to include small bushes which are about 2 to 6 ft high. The contractor shall include site clearing to allow installation of the new poles and the excavation of the underground trench. Dispose of vegetative material outside of the installation according to laws and regulations for waste disposal in authorized landfills. Provide documents evidencing compliance with disposal.

**3.1.4. Electrical Works:**

3.1.4.1. The contractor shall supply and install approximately 386 linear feet of aerial primary line (approximately 193 linear feet per new pole connection), to support a power electric load of up to 4.16 kV.

3.1.4.2. Contractor shall connect approximately 40 linear feet from newly installed concrete poles (approximately 80 linear feet total) via underground, at both new concrete poles, to the existing main bridge and run approximately 640 linear feet of covered power line.

3.1.4.3. The underground line shall be 3-750 kcmil CU, 15kV, 1-2/0 AWG CU 15 kV for ground in 6-inch PVC Schedule 80 conduit and provide a 6-inch PVC Schedule 80 spare conduit/ See one line for specs in sheet T-01 Legend, E-03 Underground Detail.

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3.1.4.4. The contractor shall provide two gang-operated-air-break-switch (GOAB) for a 4160 kV three-phase overhead aerial distribution. The GOAB shall have a single pull hook switch at the base of the pole that allows for securing position with a pad lock. See sheet E-03 for details.

3.1.4.5. Provide and install a new primary distribution line conductor, 13,200 kV, Type ACSR, 266.8 MCM AWG.

3.1.4.6. The contractor shall anchor the electrical conduit for the covered distribution line fixed to the main bridge (see sheet E-03, Bridge Anchor Detail). The contractor shall be cognizant that an 8in diameter potable water distribution line is currently on the bridge. The contractor shall follow the minimum separation requirements per NFPA 70 (NEC) and NEC Supplementary Regulation for Puerto Rico Power Authority (*Reglamento Suplementario NEC Autoridad de Energía Eléctrica de P.R.*)

3.1.5. Materials:

3.1.5.1. Provide shop drawings, data sheets and specifications from manufacturer to comply with scope of the project. All materials shall bear underwriters and union labels. All materials shall comply with Buy American Act.

3.1.5.2. Provide 15 kV polymer insulators for aerial voltage distribution systems.

3.1.5.3. Provide all materials needed and as required by URD-3, URD-4, URD-5, URD-6, described in the Utility Buried Distribution Pattern document.

3.1.6. Quality Requirements and Inspections:

3.1.6.1. The project end-product shall be free of defects and in accordance with acceptable parameters, specifications, and standards.

3.1.6.2. Recurrent findings of crass or negligent defects may incur in corrective actions set forth by governing contracting agency.

3.1.6.3. The contractor shall replace or re-do defective work at no additional cost to the Government when it is found that the defect resulted from negligence or evident disregard to technical guidance.

3.1.6.4. The contractor shall provide testing of installed work and certification of new high voltage power distribution installation. To include, but not limited to, underground wire insulation testing, lighting arresters and ground testing.

3.1.6.5. The contractor shall provide, in addition to manufacturer's standard warranty for installed equipment, a warranty no less than 1 year labor warranty which includes replacement of parts and labor for repairs at no additional cost. This warranty shall provide coverage against

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improper installation that may have not been detected during final inspection.

**3.2. LIST OF ATTACHMENTS/EXHIBITS:** The contractor shall consider the following attachments/exhibits:

**1. TABLE 3-2 TABLE OF ATTACHMENTS/EXHIBITS**

Item	Name / Descriptions	Distribution	Provided By
1	Installation Access Guidance	Digital	COR
2	DD369 Police Record Check Template and Instructions	Digital	COR
3	Dig Permit	Digital	COR
4	Hot Work Permit	Digital	COR or Installation Fire Station
5	Typical Drawings	Digital	DPW

**3.3. REVIEW OF SUBMITTALS:**

3.3.1. The Government's review will be limited to determination of the submittals' conformance with design concept and general requirements of the project. Approval by the Government shall not absolve the Contractor from his responsibilities for specific performance of the item or items submitted. Time allowed for original and any subsequent reviews shall be ten (10) working days after receipt by the Contracting Officer, except for substitutions.

3.3.2. Submittals consist of the following:

- Shop Drawings
- Catalogue Cuts and Manufacturer's Literature
- Samples
- Manufacturer's Installation Instructions

3.3.2.1. The KO shall specify the quantities and method of submission (digital or hard copy) of the submittals during the preconstruction meeting.

3.3.3. **Submission:** The contractor shall directly submit the submittals. Submittals shall not be accepted from subcontractors or suppliers. The contractor shall check submittals for completeness, accuracy for construction purposes, and conformance with contract requirements. The COR/TCOR shall verify submittals for completeness, accuracy for construction purposes, and conformance with contract requirements and recommend for approval. The KO is the only one authorized for final submittal approval and acceptance.

3.3.4. **Shop Drawings:** Shop drawings shall be prepared by persons competent and experienced in trade involved. Drafting skill is not a requirement but accuracy and completeness

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are. Drawings shall reflect field measurements and conditions and shall show the relationship of the item to adjacent materials.

**3.3.5. Approval of Substitutions:** With any request for approval of substitutions, the contractor shall submit to the Government the complete data including performance and chemical makeup for both specified and proposed item. Approvals of substitutions will require 20 working days for review after submittal to the Contracting Officer.

**3.3.6. Trade Names:** Trade names of specific products in this specification are used only for purposes of defining general quality and performances. They are not used to preclude the use of products or equal characteristics by other manufacturers. The Government reserves the right to determine equality. Physical dimensions, color, and texture will also be considered in determining equality. All items will be submitted one time for approval.

**3.4. MILESTONES:** The project requires three key milestone submissions in addition to other project milestone requirements specified in Table 3-1.

**3.4.1. Submittal schedule -** the contractor shall provide a list of products that fall into this "intended use of exact product specified" category along with the manufacturer's installation/application instruction for each product on the list. The contractor shall provide the list and manufacturer's installation/application instructions to the KO at the preconstruction conference for review and approval.

**3.4.2. Project Schedule –** the contractor shall provide a way to track the project advancement or schedule, and should be review and approve by the Contracting Officer.

**3.4.3. Breakdown for Payment/Schedule of Values -** the contractor shall provide ahead of performing the tasks and an invoice, a breakdown for payment that should match the project schedule, and should be review and approve by the Contracting Officer.

**TABLE 3-1 PROJECT MILESTONES**

<b>Milestone</b>	<b>Occurrence</b>	<b>Coordinated By</b>
Site Visit	Specified in Site Invitation Memo	Contracting Agency
Submittal Schedule	Initial, continuous review	Contractor
Project Schedule Review	Initial Plan, continuous review	Contractor
Breakdown for Payment	Initial	Contractor

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Preconstruction Meeting	Prior to Start of Labor	COR
Quality Assurance Inspections	35%, 65%, 75% Progress Pre-Foundation construction, and after steel rods installation	COR and Contractor QC
Quality Control Inspections	Daily	Contractor Project Manager
Pre-Closeout Meeting	At 70% of period of performance	Contractor Project Manager
Punch List Inspection	100% Progress	Contractor Project Manager
Completion of Project		COR/TCOR KO/COR/TCOR Contractor
Project Acceptance Meeting	Upon Successful Punch List Inspection Evaluation	KO/COR/TCOR
Site Clearing	Upon Notification of Acceptance of Project	Contractor COR/TCOR
Site or Facility Turn-In	Upon cleaning and clearing of job site to acceptable standards set forth by Government Representative and Owner	Contractor Project Manager KO/COR/TCOR
Billing and Payment	In accordance with Payment Schedule	Contractor Project Manager KO/COR/TCOR Finance Officer

**4. ACCEPTANCE CRITERIA:** The contractor shall perform work in accordance with applicable local and national building codes, and the Unified Facility Criteria Program. The Unified Facilities Criteria (UFC) system (prescribed by MIL-STD 3007) provides planning, design, construction, sustainment, restoration, and modernization criteria; applicable to the Military Departments, the Defense Agencies, and the DoD Field Activities; in accordance with DoD Directive 4270.5, Military Construction. UFC documents are applicable to all DoD-led construction projects and are of two general types:

**4.1.** Planning and design requirements, which are divided into technical UFC documents (generally aligned by engineering or professional discipline) and functional UFC documents (aligned by facility type).



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**4.2.** Guide specifications, which provide material requirements for the selection of components or systems. Guide specifications shall follow the Unified Facility Guide Specifications. Unified Facilities Guide Specifications (UFGS) are a joint effort of the U.S. Army Corps of Engineers (USACE), the Naval Facilities Engineering Command (NAVFAC), the Air Force Civil Engineer Center (HQ AFCEC) and the National Aeronautics and Space Administration (NASA). UFGS are for use in specifying construction for the military services

**4.3.** The list below provides examples of applicable laws, regulations, criteria, building codes and regulatory agencies. The list is not all inclusive and shall be updated accordingly to the scope of the project:

AR 190-11 Physical Security of Arms, Ammunitions, and Explosives 01/07/2019  
Regulation num. 7796 for the Certification of Renewable Energy Systems

UFC 1-200-01, DoD Building Code, 10/01/2019

UFC 4-010-01, DoD Minimum Antiterrorism Standards for Buildings, 08/19/2020

UFC 4-020-01, DoD Security Engineering Facilities Planning Manual, 09/11/08

UFC 1-200-02 High Performance and Sustainable Building Requirement, 10/01/2019

UFC 3-400-01 Energy Conservation,

UFC 3-420-01 Plumbing Systems, 11/01/2019

UFC 3-530-01 Interior and Exterior Lightning Systems and Controls, 11/01/2019

ACI, American Concrete Institute

AISC M018 & M019, American Institute of Steel Construction Steel Construction Manual,

Manual of Steel Construction Load & Resistance Factor Design - Volume I Structural

Members, Specifications, & Codes; Volume II Connections, 2017

ASSE 1264.1, American Society of Safety Engineers, Safety requirements for workplace floor and wall openings, stairs and railing systems, 03/23/2017

ASCE 7-98, American Society of Civil Engineers, Minimum design loads for buildings and other structures, 03/26/2013

ASTM, American society for Testing and Materials, 09/2015

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AWS, American Welding Society, 2020

EPA, Environmental Protection Agency

FAR, Federal Acquisition Regulation

IESNA, Illuminating Engineering Society of North America, Lighting Handbook Reference & Application, 2011

NEC, National Electric Code

NESC, National Electric Safety Code

NFPA 70, National Electric Code

Occupation Safety and Health Administration (OSHA) Safety and Health Standards (29 CFR 1910).

International Building Code (IBC)

American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE)

4.4. The contractor shall follow performance requirements set forth in Table 4-1, Table of Performance Requirements, in addition to the guidance set forth by the KO, COR and TCOR.

**TABLE 4-1 TABLE OF PERFORMANCE REQUIREMENTS**

<b>Performance Objective</b>	<b>Performance Standard</b>	<b>Acceptable Quality Levels (AQL)</b>	<b>Surveillance Method / By Whom</b>
Project Oversight	Contractor has a project supervisor on site at all times	Meets Standards	COR/Government
Payment/Invoices	Contractor submits complete and accurate invoices  Invoice are submitted within 10 days of completion of work  Submitted digitally and 2 Original Copies	Invoice  Evidence of Insurance  Copies of applicable taxes and patents  Progress pictures	COR/Government
Management	The contractor uses project schedule for planning and progress	Gantt Chart  Provides schedule in PDF format	COR/Government

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		Discusses schedule with COR	
		Schedule is complete and detailed	
Quality Control	Contractor has an appointed QC Manager	Contractor conducts QC Inspections	COR/Government
	Contractor follows industry standards	QC Inspections are documented	Contractor
	Contractor has a QC Plan		
Safety	Contractor is OSHA1926 Trained	Complies with OSHA/PROSHA and installation Safety Program Requirements	Contractor
	Contractor has a Job Site Safety Plan and Medical Evacuation Plan		
	Cranes and lifts have load tests and certifications	Job is executed with PPE	
	Safety PPE is used at all times	Job Site boundaries are marked	
	Contractor has a Job Site Safety Plan approved by Government		
Environmental	Contractor complies with PRNG Environmental Guidance	Complies with organizational and installation regulations and policies	COR
	Attends vehicle breakdowns and spills immediately		Environmental Officer
	Has a Spill Prevention Plan		
	Has a Spill Kit on site		
	Protects environment from chemical agents		
Mobilization	Contractor coordinates location for materials and route of entry	Minimized interference with installation operations	Contractor
Demobilization	Contractor interference with regular operations is within acceptable parameters		



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	Movement to and out of the job site is free of accidents		
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**5. GENERAL CONDITIONS**

**5.1. GENERAL PROVISIONS:** The contractor shall follow Public Law General Provisions provided by the contracting organization, state or territory in which the contractor performs the project. Refer to General Provisions Guidelines.

**5.2. RESPONSIBILITY:** The contractor shall furnish sufficient labor, technical, supervisory, and administrative personnel to ensure the expeditious accomplishment of the work specified within this Statement of Work (SOW).

5.2.1. The contractor shall furnish all materials, installation, supplies, and equipment required in connection with this SOW, provided technical documents, and material specifications.

5.2.2. All systems, equipment, repairs, constructions, installations must comply with all construction and applicable State and Federal codes. The system must also comply with the Federal Energy Conservation Regulation.

**5.3. DIRECTION:** The contractor shall accept direction from the Contracting Officer (KO) and the appointed Contracting Officer Representative (COR) and/or Technical Contracting Officer Representative (TCOR).

5.3.1. The COR/TCOR is not authorized to request, accept, or instruct changes to project scope or any other provisions of the SOW and/or contract. Requests, desires, or recommendations made by the user or using agency shall be requested in writing through the COR/TCOR through the established Change Scope Plan or Change Order Request Process.

5.3.2. Changes not approved may result in an Unauthorized Commitment and may or may not be paid upon examination and approval or disapproval by the KO. The KO is the only contractual authority that can legally bind the Government in the form of a contract, change order, or other contractual defining actions.

**5.4. PAYMENT:** The contractor shall follow the payment procedures set forth by the contracting agency. The recommendations are to request at minimum the following:

- 3.6.1. Breakdown of Payments
- 3.6.2. Invoice Certification
- 3.6.3. Evidence of Quality Control Inspections (pictures or reports)
- 3.6.4. Other requirements set forth by the governing contracting agency

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**6. SPECIFICATIONS:** The contractor shall follow all material specifications specified in the SOW, the specification guidance manual, and applicable Unified Facility Criteria (UFC), and Unified Guide Specifications (UGFS).

[ADD OR CITE UFC from WBDG applicable to this project. Ref: Unified Facilities Criteria (UFC) | WBDG - Whole Building Design Guide]

[ADD OR CITE UFGS from WBDG applicable to this project. Ref: Unified Facilities Guide Specifications (UGFS) | WBDG - Whole Building Design Guide]

**7. MATERIALS:** As specified in general provisions, all materials are subject to restrictions of procurement set forth by guidelines and procedures set forth in 41 USC Ch. 83: BUY AMERICA also known as "Buy American Act (BAC)", the Trade Agreement Act (TAA), the American Iron and Steel Requirements (AIS), as preferences for procurement of domestically available products.

**7.1.** The contractor will provide submittals for all materials used for this SoW, to include technical data sheets, safety data sheets, specifications, drawings, and user guides and manuals.

**8. WARRANTY:** The contractor shall provide factory and offered warranties. The contractor shall provide new, free of defects, materials, locally or internationally procured, this SOW and per governing contracting agency additional guidelines. The installation requires 3 years of warranty for parts and equipment, and 1 year of warranty for labor.

## **9. INSTALLATION RULES AND GUIDELINES:**

**9.1. INSTALLATION ACCESS REQUIREMENTS:** In accordance with Homeland Security Presidential Directive 12 and Army Regulation 190-13, all visitors and uncleared contractors desiring unescorted access to Camp Santiago Joint Training Center, will be vetted through the National Crime Information Center Interstate Identification Index (NCIC III).

**9.1.1.** Each contractor or subcontractor requiring unescorted access during the period of performance of the contract shall fill a DD369 Police Record Check (see attached form) and legible copy of state issued ID to be used to gain access.

**9.1.2.** You need to provide as specified by contract or installation requirements the list of the names (full name, ID Number, ID State of Issue, ID Type) as depicted below in addition to a DD369 filled for each individual:

## **CONTRACTOR REQUIRED ACCESS LIST**

**STATEMENT OF WORK FOR REPAIRS TO PRIMARY LINE AT CAMP SANTIAGO MAIN GATE**

Proponent: Directorate of Public Works, Training Center Garrison Command, Camp Santiago  
Puerto Rico Army National Guard

Contractor (Company Name or Entity)	Last	Name	MI	ID Number (Driver's License, State Issued ID, or Passport)
Sample Company	SMITH	JOHN	G	123-2223444

**Date Period Requiring Access:** *Example, from 01 Dec 2020 to 24 Dec 2020.*

**Reason Why You Need Access:** *self-explanatory*

**Primary Point of Contact in Case of Emergency:** *Provide Full Name and contact information*

**9.2. DEMOLITION, REMOVALS, AND EXCESS MATERIALS:**

9.2.1. All materials, equipment, and refuse generated through the demolition work required by this contract shall become the property of the contractor and shall be disposed of by the contractor off base at the contractor's expense unless specifically listed otherwise in the demolition section of the specifications.

9.2.2. Hazardous material removal and disposal shall be accomplished in accordance with all applicable codes and regulations and shall be the sole responsibility of the contractor. The contractor will be responsible to submit copy of all applicable Hazardous Waste disposal manifests and/or proofs of compliance of safe disposal.

**9.3. UTILITY OUTAGES:** Outages for utility tie-ins/shut downs require prior approval of the Contracting Officer. All requests for outages shall be submitted in writing to the Contracting Officer at least 5 calendar days in advance of the proposed date unless specifically indicated otherwise elsewhere in the contract documents.

**9.4. CONTRACTOR'S STORAGE AREA:** At the time of contract award, the Government may assign an outside area to the contractor for the storage of his supplies and equipment. Missing or damaged material shall be replaced by the contractor, at no additional cost to the Government at the completion of the contract. The location of the contractor storage area will be determined by the COR/TCOR in direct coordination with the site.

**9.5. PROJECT SIGN:** If requested or required by the installation, the contractor shall provide an identification sign posted at the area, stating contract title, contract number, contractor's name and emergency phone number. The contractor shall be responsible for his own security and weatherproofing.

**9.6. CONTRACTOR WORK TRAILER (ON SITE OFFICE):** The contractor may provide an onsite office trailer as necessary for the accomplishment of the work. The trailer shall conform to the following criteria: Trailer shall be well maintained, and not appear in a condition requiring extensive repair. In no case shall a trailer be permitted on the work site unless approved by the

## **STATEMENT OF WORK FOR REPAIRS TO PRIMARY LINE AT CAMP SANTIAGO MAIN GATE**

Proponent: Directorate of Public Works, Training Center Garrison Command, Camp Santiago  
Puerto Rico Army National Guard

Contracting Officer and the end user. The Contracting Officer must approve location of the contractor work trailer.

**9.7. WORKING HOURS:** In addition to General Provisions, the contracting agency shall consider that regular working hours at Camp Santiago are 7:30 a.m. to 4:00 p.m., Monday through Friday, excluding Federal Legal Holidays and/or days not worked by the Government in observance of such Federal Legal Holidays.

9.7.1. Working outside the regular Camp Santiago's working hours may be permitted but should be requested 5 calendar days in advance through to the COR/TCOR with the approval of the KO, the installation and the end-user.

**9.8. FIRE PREVENTION:** Responsibility: The end-user, Safety Officer and the KO and/or COR/TCOR will attend pre-performance conferences to brief contractor on pertinent fire regulations and to provide guidance for fire safe operations during contract performance.

9.8.1. Fire prevention guidance will be furnished to the contractor for briefing his personnel. All hot work requires a DA 5383 Hot Work Permit request approved by the Installation Fire Department. The contractor shall coordinate through the COR/TCOR for the required fire hazard/safety inspection prior to any hot work.

9.8.2. Smoking: Use of cigars, cigarettes, matches, and mechanical lighters is prohibited in buildings used for storage, repair, processing, or servicing except in areas designated as "Authorized Smoking" as approved by the PRARNG or his designated representative. Areas so designated shall be marked by suitable signs.

9.8.3. Discarded smoking materials shall be placed in special noncombustible receptacles. At the close of business, or upon cessation of operations each day, these receptacles shall be removed from the building and the contents disposed of in a fire-safe manner. Smoking is prohibited in any facility or area where any painting is being done.

9.8.4. Fire Reporting: Any person who discovers a fire shall report it immediately, even when it is extinguished without the aid of the Fire Department. The facility or installation shall provide specific guidelines for fire reporting and notification.

**9.9. ELECTRICAL HAZARDS/POWER TOOLS:** During Fire Prevention inspections, all appliances deemed unsafe and connected to an electrical distribution system shall be disconnected from the electrical system until approved by a licensed electrician. In buildings where volatile liquids are used and/or stored, only vapor-proof type drop cords shall be used. All flexible cords on appliances shall be continuous lengths and shall be kept in good condition without splice tape.

**STATEMENT OF WORK FOR REPAIRS TO PRIMARY LINE AT CAMP SANTIAGO MAIN GATE**

Proponent: Directorate of Public Works, Training Center Garrison Command, Camp Santiago  
Puerto Rico Army National Guard

**9.10. HOUSEKEEPING:** Trash shall not be allowed to remain in any area or building overnight. Only non-combustible trash containers and wastepaper containers shall be used. Trash shall not be allowed to accumulate on the floors, in attics, or underneath stairwells or buildings.

9.10.1. Attics and the area underneath stairwells shall not be used for storage without prior written approval of the PRARNG or designated person.

9.10.2. Outdoor trash receptacles shall be located at a reasonable safe distance from buildings. Trash and litter, including scrap lumber, shall not be stacked less than twenty (20) feet from any building. Rags shall be kept in a metal container with metal lid.

9.10.3. Oily rags shall be removed from the building at the end of each work day. All containers shall be properly labeled with contents.

**9.11. JOB SITE MAINTENANCE:** During the construction period, all vegetation at the construction site and the storage area shall be maintained by the contractor. Maintenance shall include mowing grass and/or weeds at least weekly. All damaged or dead vegetation shall be replaced as directed by the Contracting Officer at no additional cost to the Government. Contractor shall maintain grass no taller than 2 inches.

**9.12. LIQUID POWERED EQUIPMENT:** In all areas where an accumulation of explosive gases is likely to occur from the use of power equipment, adequate ventilation shall be maintained. Privately owned vehicles shall not be parked in any building or structure other than those designated and approved in writing for this purpose.

**9.13. ARC TORCH WELDING, CUTTING AND BRAZING:** Welding, cutting, or brazing within or around any structure, other than approved welding shops, will require permission from the PRARNG Safety Officer and the Installation Fire Marshall.

9.13.1. Backflow protection shall be provided by an approved device that shall prevent oxygen from flowing into the fuel gas supply system or fuel gas from flowing into the oxygen supply system.

9.13.1.1. Flashback protection shall be provided by an approved device that shall prevent the flame from passing into the fuel gas supply system. Only certified welders shall operate welding equipment.

9.13.1.2. All equipment shall be inspected daily for damage, loose connections, and unsafe conditions. Repair or replacement shall be made if required.

9.13.1.3. When precautionary measures have been taken and fire hazards continue to exist, a fireguard provided with suitable fire extinguishing equipment shall be stationed near the welding location.



**STATEMENT OF WORK FOR REPAIRS TO PRIMARY LINE AT CAMP SANTIAGO MAIN GATE**

Proponent: Directorate of Public Works, Training Center Garrison Command, Camp Santiago  
Puerto Rico Army National Guard

9.13.1.4. During any work in which a concentration of flammable vapors or dust is likely, all open flames shall be extinguished and the building shall be adequately ventilated.

9.13.1.5. Precautions shall be taken to insure that electrical circuits are not activated. Do not shut off water mains and fire hydrants or perform any maintenance that will interfere with the water supply on the facility without first notifying the DPW Office or representative.

9.13.1.6. For all potential fire hazards and actual emergencies not specifically covered in this section, the exercise of good common sense will usually suffice. When in doubt, contact the facility manager or DPW.

**9.14. EXCAVATION/TRENCHING REQUIREMENTS:** The contractor shall submit a Dig Permit request in accordance with installation requirements through the COR/TCOR in order to clear the area for underground infrastructure. The contractor shall be responsible to preserve Government infrastructure and coordinate clearance of underground infrastructure through the COR/TCOR with the installation. At minimum, the contractor shall consider:

- Underground electrical utilities such as electrical, potable water, communication, gas, etc.

- Underground storm water lines.

- Other critical underground infrastructure.

- Archeological or protected flora or fauna in the area.

- Other environmental considerations as prescribed by the Puerto Rico National Guard (PRNG) Environmental Office.

9.14.1. The contractor is responsible for repairs of all damaged utilities. Although the installation may issue a clearance of underground utilities, the age of some of them predates existing records and may or may not be located. It is recommended to include a study using a Ground Penetrating Radar to conduct a utility survey in the absence of current as-built drawings.

**9.15. CONNECTION TO INSTALLATION UTILITY INFRASTRUCTURE:** The Government does not provide telephones/facsimiles, bathrooms/restroom facilities, or any other utility. Approval may be granted for utilization of certain utilities as described below:

**9.15.1. ELECTRICAL UTILITY CONNECTION:** The contractor shall not connect to any Government Owned electrical infrastructure without authorization from DPW.

9.15.1.1. The contractor shall coordinate connection to utilities upon approval by the Director of Public Works and with the consent of the KO.

**STATEMENT OF WORK FOR REPAIRS TO PRIMARY LINE AT CAMP SANTIAGO MAIN GATE**

Proponent: Directorate of Public Works, Training Center Garrison Command, Camp Santiago  
Puerto Rico Army National Guard

9.15.1.2. Submit request for connection no later than two weeks in advance. Failure to do so may result in denial of request.

9.15.1.3. The contractor is responsible to maintain utility connections in accordance with state and local regulatory agencies, building and safety codes.

9.15.1.4. The contractor is responsible for supplying an electric meter in compliance with state and federal regulatory agencies such as the Puerto Rico Electric Power Authority (PREPA/AEE).

9.15.1.5. The Government shall generate a bill of consumption through the installation, which shall be paid in full by the contractor, unless the contract authorizes use of utilities at no cost.

**9.15.2. POTABLE WATER SUPPLY/CONNECTION:** The contractor shall not connect to any Government Owned water infrastructure without authorization from DPW.

9.15.2.1. The contractor shall coordinate connection to utilities upon approval by the Director of Public Works and with the consent of the KO. Submit request for connection no later than two weeks in advance. Failure to do so may result in denial of request.

9.15.2.2. The contractor is responsible to maintain utility connections in accordance with state and local regulatory agencies, building and safety codes.

9.15.2.3. The contractor is responsible for supplying a water meter in compliance with state and federal regulatory agencies such as the Puerto Rico Aqueducts and Sewer Authority (PRASA/AAA).

**9.15.2.4.** The Government shall generate a bill of consumption through the installation, which shall be paid in full by the contractor, unless the contract authorizes use of utilities at no cost.

**9.16. DISCHARGE OF WATER IN STORM WATER SYSTEM:** The contractor shall not discharge in any way or form in any Government Owned storm water infrastructure without authorization from DPW.

9.16.1. The contractor shall coordinate connection to utilities upon approval by the Director of Public Works and with the consent of the KO.

9.16.2. Submit request for connection no later than two weeks in advance. Failure to do so may result in denial of request.

9.16.3. The contractor is responsible to maintain utility connections in accordance with state and local regulatory agencies, building and safety codes.

**STATEMENT OF WORK FOR REPAIRS TO PRIMARY LINE AT CAMP SANTIAGO MAIN GATE**

Proponent: Directorate of Public Works, Training Center Garrison Command, Camp Santiago  
Puerto Rico Army National Guard

9.16.4. The contractor is responsible disposing in compliance with state and federal regulatory agencies such as the Puerto Rico Aqueducts and Sewer Authority (PRASA/AAA), Environmental Protection Agency, Puerto Rico Environmental Quality Board (EQB/"Junta de Calidad Ambiental de Puerto Rico").

**9.17. SAFETY/JOB SITE SECURITY:** The contractor shall comply with all applicable regulations for standards of labor, performance by trade, state and federal regulations, and installation and organizational policies. The contractor shall assign a competent person trained with the minimum 29 CFR 1926 OSHA CONSTRUCTION 30 HRS course to function as the Safety Inspector/Officer of the project. The contractor shall prepare and submit a Safety Plan in accordance with governing contracting agency and general provisions for public works.

**9.17.1. CONTRACTOR SECURITY OF JOB SITE:** Despite the fact that the Camp Santiago has its own security, the contractor is responsible of securing its storage area and materials. The PRNG is not responsible of missing parts or materials. Once the job is finished the contractor will:

9.17.1.1. Remove all temporary fences and structures that the contractor uses to protect materials his equipment.

9.17.1.2. The storage area shall be cleaned of all debris and demolition material and repaired as required to bring the site back to its original condition.



# REPAIR EXISTING PRIMARY LINE AT CSJTC, SALINAS, P.R.



DEPARTMENT OF THE ARMY  
PUERTO RICO ARMY NATIONAL GUARD

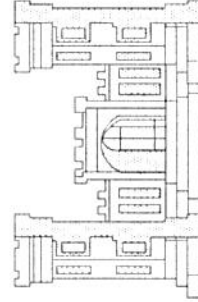
BG MIGUEL A. MENDEZ  
ACTING ADJUTANT GENERAL

COL ALFREDO ZAPATA  
GARRISON COMMANDER

LTC JOSÉ E. VELÁZQUEZ CARLO  
DPW DIRECTOR

NUM.	DESCRIPTION	PAGE
1.	Title Sheet.....	T-01
2.	General Notes.....	G-01
3.	Electrical Plan (Switches/Outlets).....	E-01
4.	Electrical Plan.....	E-02
5.	Electrical Detail.....	E-03
6.	Electrical Detail.....	E-04

DIRECTORATE OF PUBLIC WORKS  
CAMP SANTIAGO JOINT TRAINING CENTER  
STATE ROAD PR INT. 154 N/655  
TEL. (787) 283-1400 EXT. 7050



DIRECTORATE OF ENGINEERING

[illegible]

As a result of the passage of the Hurricane Fina through Puerto Rico, the A16C highway suffered damage on the main bridge affecting the distribution of the service the project requests the removal and the replacement of the bridge and its cables that are being in the way, the installation of two new H-8 girders to feed the primary through the bridge.

## DISTRIBUTION UTILITY POLE, CONCRETE 4-6, EXISTING, POINT OF CONNECTION

NEW PRIMARY ELECTRICAL LINE

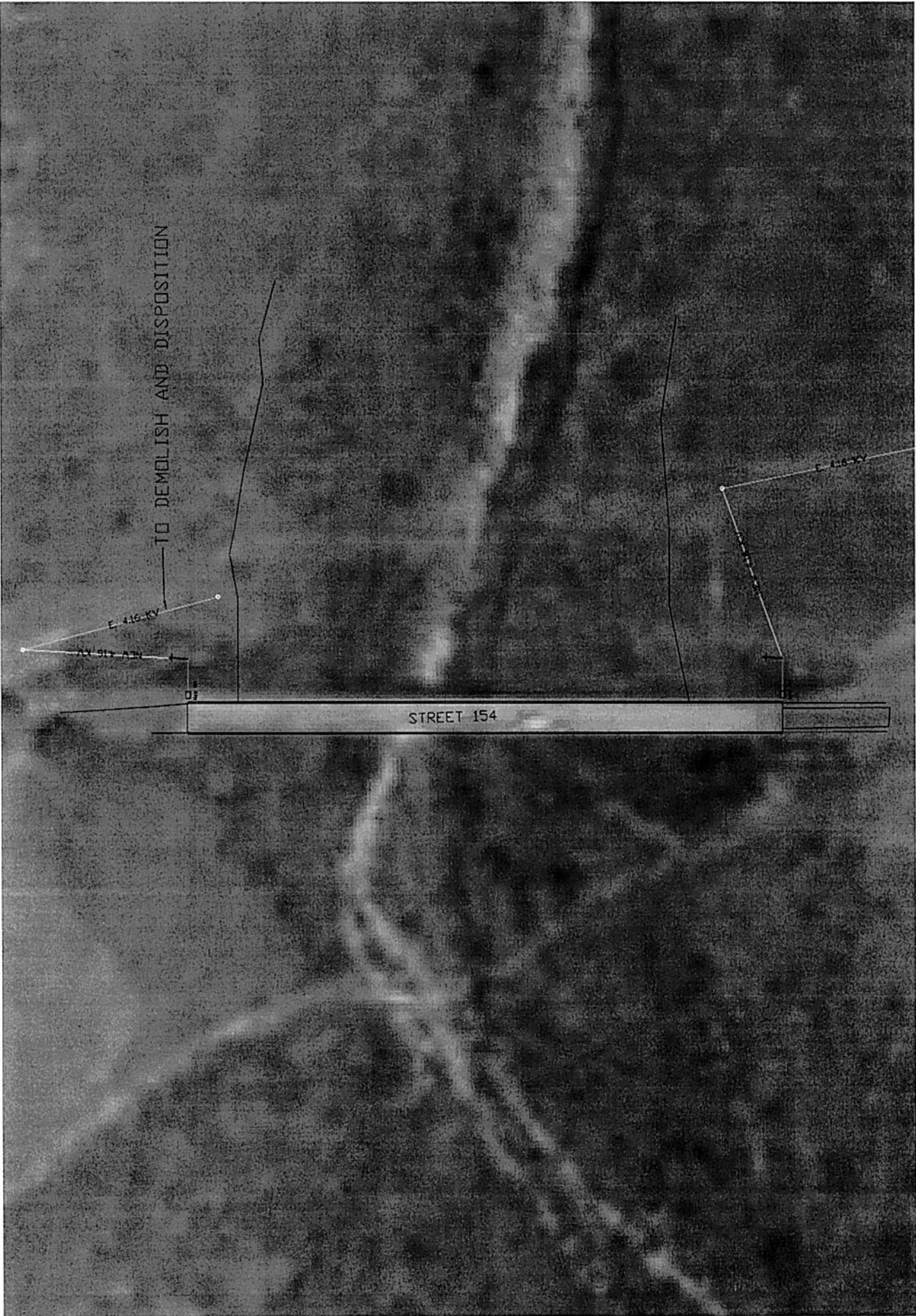
EXISTING ELECTRICAL POLE

## NEW H6 CONCRETE ELECTRICAL POLE



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		PROJECT: PUERTO RICO ARMY NATIONAL GUARD CAMP SANTIAGO JOINT TRAINING CENTER, BALINAS RP REPAIR EXISTING PRIMARY LINE AT CSJTG CALLE GENERAL ESTEVES #100, SAN JUAN, PUERTO RICO 00901 - 2104
SHEET NO.: 3 of 3		GENERAL NOTES: 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE U.S. ARMY CORPS OF ENGINEERS (USACE) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES, LATEST EDITION. 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE U.S. ARMY CORPS OF ENGINEERS (USACE) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES, LATEST EDITION. 3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE U.S. ARMY CORPS OF ENGINEERS (USACE) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES, LATEST EDITION.
DRAWN BY: NG, VICTOR SANCH CHECKED BY: C. MONTANO DATE: 20221108 SCALE: 1" = 100'	SHEET NAME: E-01	




PROJECT	DATE	DESCRIPTION
SALE GENERAL ESTERES BND SAN JUAN PUERTO RICO 00001 - 214	20221108	REPAIR EXISTING POWER LINE AT CE LIC
CAMP SANTIAGO JOINT TRAINING CENTER 541045 00		CENTRAL OFFICE

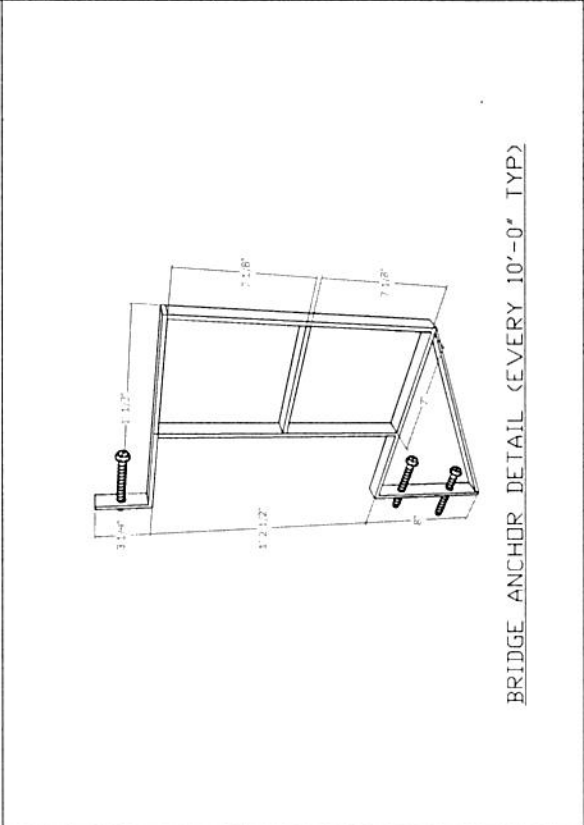
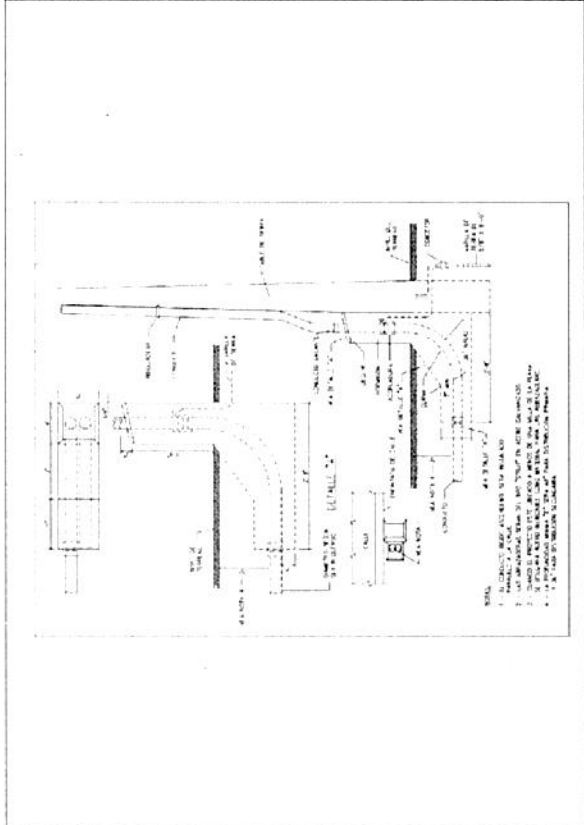
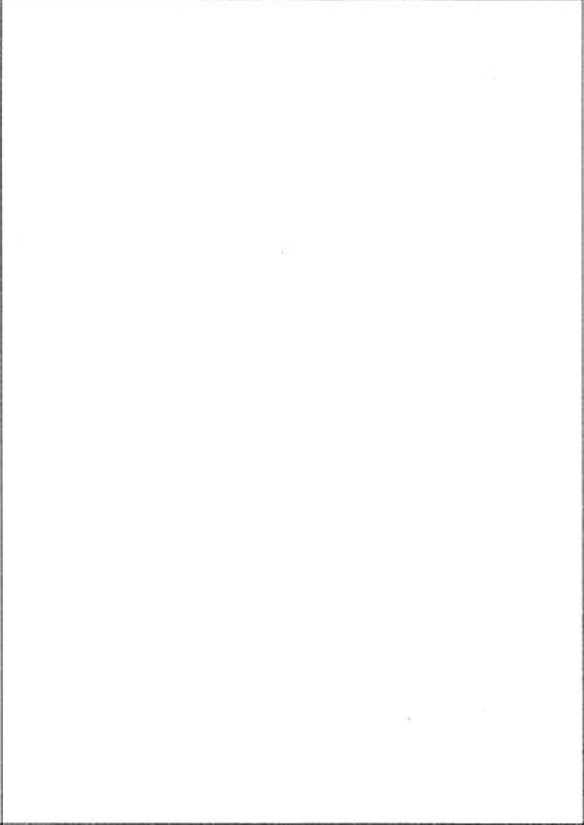
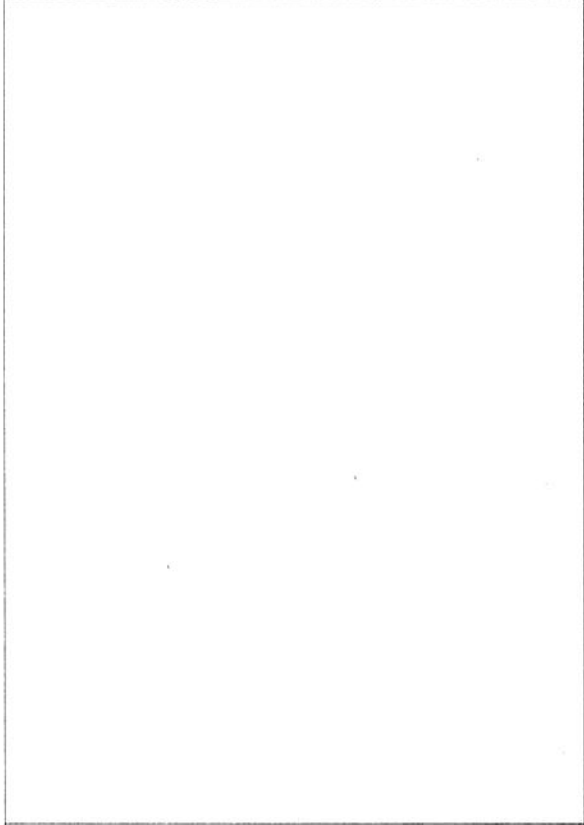


ENGINEER	ING. VICTOR SANCHEZ
DRAWN BY	C. MONTOYO
CHECKED BY	LTC JOSE VELAZQUEZ
DATE	20221108
SHEET	4
TOTAL SHEETS	6
SHEET NAME	E-02





		<b>PROYECTO:</b> PUENTE DE CERRILLO ALVARO MATAMOROS, GUAYMAS <b>FECHA:</b> 15/05/2018 <b>HOJA:</b> 6 DE 6	
<b>CLIENTE:</b> SECRETARÍA DE TRANSPORTES Y OBRAS PÚBLICAS <b>PROYECTO:</b> PUENTE DE CERRILLO ALVARO MATAMOROS, GUAYMAS <b>FECHA:</b> 15/05/2018 <b>HOJA:</b> 6 DE 6		<b>PROYECTISTA:</b> ING. VICTOR SANCHEZ <b>PROYECTISTA:</b> LIC. JOSE VELAZQUEZ <b>PROYECTISTA:</b> 2521108	
<b>REVISIONES:</b> NO. DESCRIPCION 1.		<b>PROYECTISTA:</b> ING. VICTOR SANCHEZ <b>PROYECTISTA:</b> LIC. JOSE VELAZQUEZ <b>PROYECTISTA:</b> 2521108	



BRIDGE ANCHOR DETAIL (EVERY 10'-0" TYP)

## 2.2

### CONDITIONS

## 2.3 CONDITIONS

### 2.3.1 General Conditions

#### 2.3.1.1 Administrative

1. The offer must include the payment of all applicable state and municipal taxes and patents as require by Law. The Contractor shall paid taxes prior to start the services and will be required to present evidence of these payments.
2. Along the duration of service, Contractor must comply with Federal Non-Discrimination policy and Drug-Free Workplace Policy.
3. Any waste generated as part of the service must be disposed outside of PRARNG facilities and in accordance with applicable laws and regulations.
4. The Contractor is responsible to provide to PRARNG copy permits hauling vehicle that transport diesel.
5. If applicable, the Fuel Oil and Gas (F.O.G.) shall be no more than 25% of the equipment charges.
6. If applicable the Fringe Benefits shall be no more than 30% of the payroll.
7. Working hours at the facility are from 7:30a.m. to 4:00p.m. Any services to be performed off working hours must be coordinated with PRARNG and the execution will be pending approval from PRARNG and without additional charges.
8. Any person who is part of the services and need access to the PRARNG's facilities should have at all times a photo ID. Accepted identifications are passport, driver's license, or ID card issued by the Department of Transportation and Public Works (DTOP).
9. All the provide information as part of this acquisition process, including but not limited to statement of works and photos, is for the exclusive use of this acquisition process. Any reproduction and distribution of the material for other use is prohibit.
10. FAR 52.219-14 Limitations on Subcontracting only apply for contracts performed by Small Business Administration or 8(a) Bidders.
11. Award of Subcontracts for Portions of the Work,
  - Unless otherwise specified in the Purchase Order and/or Contract Documents the Contractor, as soon as practicable after the signing of the Contract, shall furnish to the PRARNG's Representative in writing for his acceptance a fist of the names of the main Suppliers and Subcontractors proposed for the principal portions of the Work.
  - The Contractor must be submit the Certification of Subcontractors and Suppliers provide by PRARNG. As part of this Certification of Subcontractors and Suppliers is required that the Contractor provide a copy of the Payment and Performance Bonds.



- All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of PRARNG's Representative, and PRARNG, including required contract provisions applicable to State and Federal Agency funded projects.
12. The Contractor shall pay each Subcontractor for services performed in the Project in accordance with the terms and conditions stipulated in the contract executed by and between the Contractor and the Subcontractor.
  13. The Contractor shall be considered as an independent contractor for all purposes under the Purchase Order and/or Contract, and no persons engaged or contracted by the Contractor for the performance of Contractor's obligations shall be considered an employees or agents of the PRARNG.
  14. Contractor shall be solely responsible for scheduling and coordinating the services of Subcontractors, Suppliers, and other such individuals or entities performing or furnishing any of the service under a direct or indirect purchase order and/or contract with Contractor.
  15. Contractor's Fee: The Contractor's fee for overhead and profit for service performed under a Change Order shall be determined as follows:
    - a mutually acceptable fixed fee; or
    - if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
      - the Contractor's fee shall be fifteen (15) percent;
      - the Contractor's fee shall be ten (10) percent;
  16. Any representatives and personnel of PRARNG, independent testing laboratories, and governmental agencies will performed observation, inspection, and testing.
  17. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.
  18. The Contractor shall be responsible for maintaining satisfactory standards personnel conduct and work performance and shall administer disciplinary action as required. The Contractor is expected to remove any employee(s) from the work site for cause, to include, but not limited to, safety violations, other misconduct in performance of duty under these specifications and/or contrary to the best interest of the Government. If the Contractor fails to act in this regard, or the reason for removal is immediately required to protect the interests of the Government, the PRARNG's may direct the removal of an employee from the premises. Contractor

objections to any such action will be referred to the PRARNG's representative final resolution; however, the Contractor shall first immediately comply with PRARNG's representative direction pending any final resolution issued by the PRARNG's representative at a later date or time. The Contractor will not be due any type of compensation for their costs incurred because of an employee being removed for cause; unless the removal is directed by the PRARNG's representative and is later found to be invalid or and/or unreasonable by the PRARNG's representative.

### 2.3.1. Safety Requirements

1. During such time, Contractor shall be responsible for the safety and protection of such Underground Facilities, utilities services in site, and spillage.
2. Contractor shall be responsible for all environmental contamination that is caused by incorrect handling, negligence, and accident that occurs in the execution of the services.
3. Unless otherwise provided in the Purchase Order and/or Contract Documents the PRARNG, through PRARNG's Representative, shall have no authority over, nor responsibility for, Contractor's means, methods, techniques, sequences, or procedures, or the safety precautions and programs incident there to, or shall not be held responsible for any failure of Contractor to comply with Laws or Regulations applicable to the performance of the service. PRARNG's Representative, or PRARNG, will not be responsible for Contractor's failure to perform the service in accordance with the Purchase Order and/or Contract Documents.
4. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all persons, equipment, and vehicle on the site or who may be affected by the service.
5. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
6. Contractor shall notify PRARNGs of adjacent property and of Underground Facilities and utility PRARNGs when prosecution of the service may affect them.
7. Contractor's duties and responsibilities for safety and for protection of the services shall continue until such time as all the service is completed.
8. Contractor shall designate a qualified and experienced personnel at the Site whose duties and responsibilities shall be the prevention of accidents.

9. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available at the site in accordance with laws or regulations.

#### 2.3.1.4 Permits

1. Any fees or charges related to permitting be paid by the Contractor.
2. The Contractor is responsible to obtain all permits and certifications of approval required in connection with this statement of works.
3. The Contractor is responsible to develop and submit a Work Plans for cleaning, removal and disposing of the contaminated material, when applies.

#### 2.3.1.5 Insurances Required

The Contractor shall not commence service under the Purchase Order until he has obtained the insurances and policies specified in this section and has submitted to the PRARNG certificates of insurance (and other evidence requested by PRARNG) evidencing his compliance with the requirements in this Sections.

It will be the Contractor's responsibilities to submit the renewal of the insurances and policies of these expire during the term of the Purchase Order.

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 policies, the service is still under execution and the Contractor has not renewed the policies, the PRARNG 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.

Unless otherwise indicated in the Purchase Order Documents, the Contractor shall, throughout the performance of service under the Purchase Order, procure and maintain in effect, and require all Subcontractors and others performing any such service 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.

The Contractor within ten (10) calendar days from the delivered of the Purchase Order and/or Contract signature, the Contractor should provide the following:

# 1. 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.

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 PRARNG a certificate from the State Insurance Fund Corporation covered by the Workers' Compensation Act of the Commonwealth of Puerto Rico.

The Contractor shall also be responsible for compliance with said "Workers' Compensation Act" by all his subcontractors and agents.

## 2. General Liability

Contractor shall maintain the following liability insurance coverage, in an occurrence format, and other insurance as is appropriate for the service being performed and will provide protection from claims set forth which may arise out of or result from Contractor's performance of the service and Contractor's other obligations under the Purchase Order 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 service, 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	\$1,000,000.00
Operations Aggregate Limit	
Personal and Advertising Injury Limits	\$ 500,000.00
Each Occurrence Limit	\$1,000,000.00
Fire Damage Limit	\$1 0 0,000.00
Medical Expense Limit	\$ 5,000.00

### 3. Auto Liability

Automobile Liability coverage shall be written to protect the Contractor against all claims for bodily injuries to member 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.

- a. Unless otherwise stated in the Purchase Order and/or Contract Documents, the liability limits shall not be less than:
- b. *Bodily Injury*: two hundred and fifty thousand dollars (\$250,000.00) each person and five hundred thousand dollars (\$500,000.00) each occurrence.
- c. *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.

### 4. Others

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

The Contractor shall, throughout the performance of Work under the Purchase Order and/or Contract, maintain current, and in effect all the required insurance.

#### 2.3.1.6 Technical

1. It will be Contractor's responsibility to carry out all necessary cleaning and/or mitigate any environmental contamination that is generated as a consequence of negligence, poor execution of services, breach of service violation of applicable laws and regulations, lack of regulations, lack of security and protection, at the time of execute the service, among other actions, at no additional cost to the PRARNG. It will be responsibility of the Contractor to pay any fine that issued on the individual, without additional cost to the PRARNG.

2. No payment will be made by PRARNG when the Contractor performed additional services without change order or modification process is completed by both (Contractor and PRARNG).
3. The Contractor will be responsible for submitting a "Site Safety and Health Plan" for approval by the staff of the PRARNG, prior to start the services.
4. The Contactor will be delivered 24 hours after PRARNG notification of delivery.
5. It will be the responsibility of the Contractor to fix the tank to the vehicle safely, prevent overfilling of the tanks, control the flow of the product, use the emergency shut-off equipment and liquids or fluids, and secure the unloading equipment during transportation.
6. The Contractor must use personnel with experience in the operation and management of the type of vehicle used to provide the contracted service for the transportation and dispatch of diesel.
7. The Contractor must use to provide the service personnel who have experience in the safe dispatch of diesel.
8. It will be responsibility of the Contractor to have a current permit for the transportation of hazardous materials issued by the Bureau of Transportation and Other Public Services.
9. It will be the Contractor's responsibility to have the permit and/or certification required for diesel delivery and transportation.
10. Before the commencement of work, the Contractor shall survey the site. The Contractor shall take the necessary precautions to avoid damages to existing item. Any damaged items shall be repaired or replaced at the Contractors expense as directed by the PRARNG's representative.
11. Thoroughly clean up the work area at the end of each day's work and at the completion of the project. Leave premises clean and free of waste, scrap, used equipment, or other material intentionally or incidentally delivered to the site by the Contractor or Contractor's personnel.
12. The Contractor shall protect from damage all existing improvements, equipment, structures, facilities, grounds, and utilities at or near the work site or adjacent property. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work.
13. At Contractor's own expenses, Contractor shall immediately restore to service and repair any damage caused by Contractor's workmen to include but not limited to ring piping and consults, wires, cables, etc., utility services, or of fire protection systems, communication systems (including telephone and data) which are not scheduled for discontinuance or abandonment.



### 2.3.2 Federal General Clauses

The Proponent must submit the Federal General Clauses initiated by the authorized representative with their proposal. All costs associated and related with the Federal General Clauses will be part of the cost proposal. *See Attachment 1*

### 2.3.3 Imperative Inclusion Clauses

The Imperative Inclusion Clauses will be part of contract or purchase order.  
*See Attachment 2*

### 2.3.4 Security and Protection Requirements

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

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

#### 2.3.4.1 Anti-Terrorism/Force Protection

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



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

#### 2.3.4.2 iWATCH

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

#### 2.3.4.3 TARP

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

# **Attachment 1**

## **FEDERAL GENERAL CLAUSES**



## **Contract Clauses Required in Purchases and Contracts with Federal Funds**

### **"Cláusulas Contractuales Requeridas en Compras y Contratos con Fondos Federales"**

#### **(2 C.F.R. PART 200, Appendix II)**

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

*"Cualquier adquisición a ser pagada con fondos parciales o completamente federales, debe cumplir con todos los términos y condiciones incluidos como parte de esta solicitud de cotización. Cualquier proveedor interesado en participar en este proceso, se compromete a cumplir con cada uno de los términos y condiciones aquí establecidos. El Contratista certifica que cumplirá con los requisitos establecidos por las leyes y reglamentos estatales y los reglamentos federales establecidos en 2 CFR §200."*

1. **Record retention and access to records** The Contractor and the Agency shall afford any authorized representative of NGB, DoD or the Comptroller General of the United States access to and the right to examine all records, books, papers and documents that are parts of this contract. The Agency and the contractor agree to comply with the record retention and provide, as is required, all intact record for at least ten (10) years following closeout of the award.

*"El Contratista y la Agencia otorgarán a cualquier representante autorizado de NGB, DoD o el Contralor General de los Estados Unidos acceso y el derecho de examinar todos los registros, libros y documentos que forman parte de este contrato. La Agencia y el contratista acuerdan cumplir con la retención de registros y proporcionar, si es necesario, todos los registros intactos durante al menos diez (10) años después del cierre de la adjudicación."*

2. **Clean Air Act, Water Pollution Control Act** (APLICA A CONSTRUCCION DE \$150,000 O MÁS) The Contractor and the Agency agrees to comply with all applicable standards, order or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act (42 U.S.C., Section 7401 t 7671 and 33 U.S.C. Section 1318) violations should be reported to NGB and Environmental Protection Agency (EPA).

*"El Contratista y la Agencia acuerdan cumplir con todas las normas, órdenes o regulaciones aplicables emitidas de conformidad con la Ley de Aire Limpio y la Ley Federal de Control de la Contaminación del Agua (42 USC, Sección 7401 t 7671 y 33 USC Sección 1318), las violaciones deben informarse a NGB y Agencia de Protección Ambiental (EPA)."*

3. **Use of US Flags Carriers** The Contractor agrees to use US Flag Air Carriers for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118), and their intraoperative guideline by the Comptroller General of the United States.

*"El Contratista acuerda utilizar US Flag Air Carriers para el transporte aéreo internacional de personas y propiedades en la medida en que dicho servicio esté disponible, de conformidad con la Ley de Prácticas Competitivas de la Feria Internacional de Transporte Aéreo de 1974 (49 USC 40118), y su directriz intraoperatoria por El Contralor."*

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 required certification as part of the bid and the contract.

*"El Contratista acuerda cumplir con 2CFR Parte 180 al certificar que ni él, el subcontratista ni sus directores o sus afiliados están excluidos o descalificados en el Sistema de Lista de Partes (EPLS) excluidas o el Sistema de Gestión de Premios (SAM), en el sitio web actual de OMB. Esta certificación es una representación material de hecho en la cual la agencia se basa para firmar este contrato. El contratista incluirá una disposición que requiera dicho cumplimiento en sus transacciones de nivel inferior. Esta verificación se documentará en el archivo del contrato y estará sujeta a auditoría (31 U.S.C.1352). El Contratista y/o el oferente proporcionarán la certificación requerida como parte de la oferta y el contrato."*

5. **Byrd Anti-lobbying amendment (APLICA A CONSTRUCCION- DESDE EL BID, REQUIERE CERTIFICACION; APLICA \$100,000 o más)** The Contractor certifies that each tier to the tier above will not and has not used Federal appropriated funds to pay any organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an officer of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other awards covered by federal actions.

*"El Contratista certifica que cada nivel del nivel anterior no utilizará ni ha utilizado los fondos federales apropiados para pagar a ninguna organización por influir o intentar influir un funcionario o empleado de cualquier agencia, un miembro del Congreso o un funcionario del Congreso, o un empleado de un miembro del Congreso en relación con la obtención de cualquier contrato federal, subvención o cualquier otro premio cubierto por acciones federales."*

6. **Buy American Act** The Contractor agrees to comply with the Buy American Act (41 U.S.C. 10a et seq.) giving preference to domestic end products and domestic construction material.

*"El Contratista acepta cumplir con la Ley de Compras de Estados Unidos (41 U.S.C. 10a et seq.) Dando preferencia a los productos finales nacionales y al material de construcción nacional."*

7. **Central Contractor Registration** The parties agree to comply with the System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.

*"Las partes acuerdan cumplir con el System for Award Management (SAM) y Data Universal Numbering Requirements (DUNS)."*

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

*"El Contratista reconoce que 31 U.S.C., Capítulo 38 se aplica a sus acciones relacionadas con este contrato. El Contratista certifica o afirma la veracidad y exactitud de cualquier declaración que haya"*

hecho, haga, pueda hacer o haga que se haga en relación con este contrato. El Contratista acuerda incluir el lenguaje anterior en cada subcontrato bajo este contrato, modificado solo para identificar al subcontratista que estará sujeto a estas disposiciones."

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."*

**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."

"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 appropriate legal authority.

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

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

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

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

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

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

22. **Prohibition on Contracting for Covered Telecommunications Equipment and Services** Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:

- (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

*"La Sección 889(b)(1) de la Ley de Autorización de Defensa Nacional John S. McCain para el año fiscal 2019 (FY2019 NDAA) y 2 C.F.R. § 200.216, según lo implementado por la Política 405-143-1 de FEMA, Prohibición de la utilización de fondos adjudicados por FEMA para la compra equipos o servicios de telecomunicaciones cubiertos, prohíbe la inversión o el gasto de fondos de adjudicación federal en ciertos productos de telecomunicaciones o de ciertas entidades por razones de seguridad nacional. A partir del 13 de agosto de 2020, los recipientes y Subrecipientes de FEMA, así como sus contratistas y subcontratistas, no pueden invertir ni gastar fondos de adjudicación de FEMA para:*

- (1) Adquirir u obtener cualquier equipo, sistema o servicio que utilice equipos o servicios de telecomunicaciones cubiertos como componente sustancial o esencial de cualquier sistema, o como tecnología crítica de cualquier sistema;*
- (2) Celebrar, extender o renovar un contrato para adquirir u obtener cualquier equipo, sistema o servicio que use equipos o servicios de telecomunicaciones cubiertos como un componente sustancial o esencial de cualquier sistema, o como tecnología crítica de cualquier sistema; o*
- (3) Celebrar, extender o renovar contratos con entidades que utilicen equipos o servicios de telecomunicaciones cubiertos como un componente sustancial o esencial de cualquier sistema, o como tecnología crítica como parte de cualquier sistema."*

- 23. Domestic Preferences for Procurement** As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

*"Según aplique, y en la medida en que lo permita la ley, el contratista debe, en la mayor medida posible, dar preferencia a la compra, adquisición o uso de bienes, productos o materiales producidos en los Estados Unidos. Esto incluye, entre otros, hierro, aluminio, acero, cemento y otros productos manufacturados.*

*Para efectos de esta cláusula:*

*Producido en los Estados Unidos significa, para los productos de hierro y acero, que todos los procesos de fabricación, desde la etapa inicial de fusión hasta la aplicación de recubrimientos, ocurrieron en los Estados Unidos.*

*Los productos manufacturados significan artículos y materiales de construcción compuestos total o parcialmente de metales no ferrosos como el aluminio; plásticos y productos a base de polímeros como tubería de cloruro de polivinilo; agregados tales como concreto; vidrio, incluida la fibra óptica; y madera."*

Included by Legal Office Judge Advocate (JAG)

- 24. 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 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".*

- 25. 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.***

\_\_\_\_\_  
**Company/Compañía**

\_\_\_\_\_  
**Name/Nombre**

\_\_\_\_\_  
**Signature/Firma**

\_\_\_\_\_  
**Corporate Seal/Sello Corporativo**

\_\_\_\_\_  
**Position/Puesto que Ocupa**

\_\_\_\_\_  
**Date/Fecha**

# **Attachment 2**

## **IMPERATIVE INCLUSION CLAUSES**

**OGP Circular Letter 2021 – 13. In accordance with OGP Circular Letter 2021 – 13, all professional services contracts valued over \$250,000.00 are to include the following clauses.**

Contract Review Policy of the Fiscal Oversight and Management Board of Puerto Rico:  
The Parties acknowledge that the CONTRACTOR has submitted the certification titled "Contractor Certification Requirement" required in accordance with the Fiscal Oversight and Management Board of Puerto Rico, effective as of November 6, 2017 and as amended on October 30, 2020, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications).

At the time of signing this contract, the Contractor, maintains a current contractual relationship with the following entities of the Government of Puerto Rico: [Entity # 1; Entity # 2, and Entity # 3]. The Contractor certifies that the aforementioned are all entities of the Government of Puerto Rico with which it has a contractual relationship. In addition, the Contractor recognizes and accepts that failing to mention any governmental entity, with which it has a current contractual relationship, may result in the termination of this contract if required by the Agency.

The Agency certifies that the Contractor was selected as the provider of the professional services described in this contract in accordance with the provisions in Executive Order 2021-029. Likewise, both parties certify that they are aware of the provisions of said Executive Order and Circular Letter and that any contract covered by it that has not followed the processes and requirements established therein will be terminated.

At the time of signing this contract, The Contractor certifies that it is a public corporation duly registered and authorized to issue shares. The Contractor certifies that the shares issued in its name and in circulation are exchanged in a duly regulated stock exchange.

**Non corporate:** At the time of signing this contract, the Contractor certifies that it is not a public corporation with shares exchanged in a duly regulated stock exchange. The Contractor certifies that prior to signing this contract it has completed the Certification on Legal Persons and has provided it to the Agency.