



STATEMENT OF WORKS

Rental of Electrical Power Generator at MATES,
CSJTC
Salinas, Puerto Rico

TABLE OF CONTENTS

PART 1: GENERAL INFORMATION

- 1.1 ACRONYMOUS
- 1.2 DEFINITIONS
- 1.3 DESCRIPTION
- 1.4 BACKGROUND
- 1.5 PERFORMANCE PERIOD
- 1.6 FUNDS

PART 2: COST PROPOSAL CONSIDERATION

- 2.1 SCOPE
- 2.2 ENVIRONMENTAL POLICY
- 2.3 CONDITIONS
 - 2.3.1 GENERAL CONDITIONS
 - 2.3.2 POLICY AND INSURANCES REQUIRED
 - 2.3.3 FEDERAL GENERAL CLAUSES
 - 2.3.4 CLAUSULAS DE INCLUSION

ATTACHMENT LIST

ATTACHMENT 1: Federal General Clauses

ATTACHMENT 2: Cláusulas de Inclusión"

PART 1

GENERAL INFORMATION

- 1.1 ACRONYMOUS
- 1.2 DEFINITIONS
- 1.3 OVERVIEW
- 1.4 DESCRIPTION
- 1.5 PERFORMANCE PERIOD
- 1.6 FUNDS

PART 1: GENERAL INFORMATION

1.1 ACRONYMOUS

AR Army Regulations
ASG Administración de Servicios Generales
CFMO Construction and Facilities Management Office
CFR Code Federal Regulation
CM Contract Manager
COR Contracting Officer Representative
DA Department of the Army
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
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 consider 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.

1.3 OVERVIEW

The Puerto Rico Army National Guard has a facility (MATES) for repair and maintenance of military equipment located in Camp Santiago Joint Training Center, Salinas, Puerto Rico. This facility requires alternate sources of electrical power to maintain normal operations during national emergencies when the permanent sources of electrical power are out of service.

1.4 DESCRIPTION

Provide two (2) power generators for meet the requirements for daily operations of the facility (MATES). The services must include: rental, installation, and maintenance of two (2) power generators.

1.5 PERFORMANCE PERIOD

Contractor will develop the activities indicated in the scope of work in a term of 5 months.

1.6 FUNDS

Appropriation funds for the project are 100% Federal.

PART 2

COST PROPOSAL CONSIDERATION

2.1 SCOPE

2.2 ENVIRONMENTAL POLICY

2.3 CONDITIONS

2.3.1 GENERAL CONDITIONS

2.3.2 POLICY AND INSURANCE REQUIRED

2.3.3 FEDERAL GENERAL CLAUSES

2.3.4 CLAUSULAS DE INCLUSION

2.1

SCOPE OF WORKS

SCOPE OF WORK

Rent of Power Generators for MATES,
Camp Santiago, Salinas, Puerto Rico

PREPARED BY:

CW3 Federico Nieves, Jr.
Facility Operations Specialist, Supervisor

DATE: JULY 1, 2022

TABLE OF CONTENTS

PART 1 GENERAL INFORMATION

- 1.0 Background
- 1.1 Objectives
- 1.2 Description
- 1.3 Location
- 1.4 Performance of Period

PART 2 EXISTING CONDITIONS

- 2.0 Considerations
- 2.1 Photographs

PART 3 ENVIRONMENTAL

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

PART 4 SERVICES / PROJECT WORKS

- 4.0 Scope of Works

PART 5 GENERAL REQUIREMENTS

PART 6 CODES AND REGULATIONS

Part 1

GENERAL INFORMATION

1.0 Background

1.1 Objectives

1.2 Description

1.3 Location

1.4 Performance of Period

PART 1 GENERAL INFORMATION

1.0 Background

The Puerto Rico Army National Guard has a facility (MATES) for repair and maintenance of military equipment located in Camp Santiago Joint Training Center, Salinas, Puerto Rico. This facility requires alternate sources of electrical power to maintain normal operations during national emergencies when the permanent sources of electrical power are out of service.

1.1 Objectives

Provide two (2) power generators for meet the requirements for daily operations of the facility (MATES) during hurricane season FY2022.

1.2 Description

Rental, installation, and maintenance of two (2) power generators

1.3 Location

Building #1011, MATES, Camp Santiago
Building #1033, MATES, Camp Santiago

1.4 Performance of Period

Five (5) months.

Part 2

EXISTING CONDITIONS

2.0 Considerations

2.1 Photographs

PART 2 EXISTING CONDITIONS

2.0 Considerations

- Working hours at the military installation are from 7:30 AM to 4:00 PM, Monday through Friday. The selected company must perform the contracted work during the days mentioned above.
- The selected company shall become familiar with details of the work and verify the work nature in the field to avoid interferences with any existing utilities, and the military operations.
- All labor, equipment, expertise, tools, materials, rental equipment, service, and other resource not mentioned but necessary to carry out the work will be the responsibility of the selected company.
- For official company vehicles, parking is determined on the day of the site visit.
- Any other consideration that has not been mentioned will be provided on the site visit.

2.1 Photographs

N/A

Part 3

ENVIRONMENTAL

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

PART 3 ENVIRONMENTAL

3.0 Asbestos (Certification or Report)

N/A

3.1 Lead (Certification or Report)

N/A

3.2 Permits or Endorsement

N/A

3.3 SHPO Requirements

N/A

3.4 Policy

The selected company must always comply with the GNPR's Environmental Preservation Policy during the development of the services. See document (Environmental Policy Statement). See Attachment A.

Attachment A

Environmental Policy

Part 4

SERVICES / PROJECT WORKS

4.0 Scope of Works

PART 4 SERVICE / PROJECT WORKS

4.0 Scope of Works

Technical Services for the rental, supply, installation, and maintenance of power generators as per the following notes:

- a. Provide (rental service) a power generator (PG#1) (with the following characteristics 340-350KW, 480/277V, 3PH, 500 gallons minimum diesel fuel tank for building #1011, Camp Santiago.
- b. Diesel fuel (500 gallons), one time with the delivery of PG#1.
- c. Transportation to Camp Santiago and back (round-trip) of PG#1.
- d. Installation and electrical work for the connection of PG#1.
- e. Rental service of PG#1. The rental service must be for a term of five months and cannot be limited by hours of operation of the generator during that period.
- f. Maintenance service (once every month) for PG#1. The maintenance service includes the verification and adjustment of all systems and components. Interior and exterior cleaning. Fluids (oil, and coolant/water) refill. Battery check, and replacement of oil and filters every 200 hours of operation. The selected company should consider two (2) oil and filter changes.
- g. Provide (rental service) a power generator (PG#2) (with the following characteristics 175 - 182KW, 480/277V, 3PH, 500 gallons minimum diesel fuel tank for building #1033, Camp Santiago.
- h. Diesel fuel (500 gallons), one time with the delivery of PG#2.
- i. Transportation to Camp Santiago and back (round-trip) of PG#2.
- j. Installation and electrical work for the connection of PG#2.
- k. Rental service of PG#1. The rental service must be for a term of five months and cannot be limited by hours of operation of the generator during that period.
- l. Maintenance service (once every month) for PG#2. The maintenance service includes the verification and adjustment of all systems and components. Interior and exterior cleaning. Fluids (oil, and coolant/water) refill. Battery check, and replacement of oil and filters every 200 hours of operation. The selected company should consider two (2) oil and filter changes.

Part 5

GENERAL REQUIREMENTS

PART 5 GENERAL REQUIREMENTS

1. All bidders or companies interested in submitting a proposal are required to participate in a mandatory meeting to be held at the MATES, Camp Santiago, Salinas. The purpose of the meeting is to discuss all administrative and technical details of the requested rental services.
2. The contracted company is responsible for the payment of salaries to its personnel, social security, State Insurance Fund Corporation premium, contributions, and/or any other stipend or economic contribution not mentioned but required by the labor laws and regulations in force in the State or Federal jurisdiction. In case of contracting personnel for professional services, the company is responsible for complying with the terms agreed upon by both parties in such contract.
3. The contracted company will use duly experienced, identified, uniformed personnel, wearing safety equipment (gloves, goggles, ear protection, shoes, etc.), and with adequate supervision. In addition, it will provide a listing of all personnel taking part in any part of the performance of the services, and a listing of information on official vehicles entering GNPR facilities. In addition, the criminal records of the company's personnel will be evaluated by the GNPR prior to commencing work on the military installation's premises.
4. The contracted company will be responsible for any damage caused to GNPR property or visitors, as result of the provision of services. In addition, it shall be liable for damages caused to second and third parties as result of the provision of the services.
5. The selected company will provide prior to commencement of services, the following documents for PRARNG evaluation and approval:
 - i. DD Form 369 filled by the personnel that needs access to the facility. This form will be provided by PRARNG.
 - ii. List of official vehicles and personnel.
 - iii. State Insurance Fund Coverage.
 - iv. General Liability Insurance with a minimum coverage of \$1,000,000.00 dollars.
6. Upon completion of the services, the company must submit its invoice for collection with the following certification:

"Bajo pena de nulidad absoluta certifico que ningún servidor público de este organismo es parte o tiene algún interés en las ganancias o beneficios producto del contrato objeto de esta factura y de ser parte o tener interés en las ganancias o beneficios producto del contrato ha mediado una dispensa previa. La única consideración para suministrar los bienes o servicios objeto del contrato ha sido el pago acordado con el representante autorizado de la agencia. El importe de esta factura es justo y correcto. Los trabajos de construcción han sido realizados, los productos han sido entregados (los

servicios prestados) y no han sido pagados"

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

Part 6

CODES AND REGULATIONS

PART 6 CODES AND REGULATIONS

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

- NFPA 70 National Electrical Code
- NFPA 70E Standard for Electrical Safety in the Workplace
- NESC: National Electrical Safety Code
- OSHA 1926 Construction Industry Regulations
- ANSI Standards

2.2

ENVIRONMENTAL POLICY



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

NGPR-Z

9 November 2020

MEMORANDUM FOR ALL PERSONNEL OF THE PUERTO RICO ARMY NATIONAL
GUARD

SUBJECT: Environmental Policy Statement

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

NGPR-Z
SUBJECT: ENVIRONMENTAL POLICY STATEMENT

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

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

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



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

DISTRIBUTION:
A

2.3 CONDITIONS

2.3.1 General Conditions

1. The proposal must include the payment of all applicable state and municipal taxes and patents as require by Law. The Contractor shall be paid taxes prior to start the works and will be required to present evidence of these payments.
2. Along the duration of contract, Contractor must comply with Federal Non-Discrimination policy and Drug-Free Workplace Policy.
3. Any waste generated as part of the contract must be disposed outside of PRARNG facilities and in accordance with applicable laws and regulations.
4. The Contractor is responsible for provide to PRARNG copy permits hauling vehicle that transport material generated as part of the proposed activities.
5. If applicable the Fuel Oil and Gas (F.O.G.) shall be no more than 25% of the equipment charges.
6. If there is any component/element that may be indicated on one part of the Contract Documents and not on another part of the Contract Documents, the General Contractor is still fully responsible for procurement, installation, and testing of that component/element as part of his/her Contract with the Government at no additional cost to the Government. If there is a discrepancy or conflicting requirements either specified or shown on the documents, consider the most stringent requirement.
7. Working hours at the facility are from 7:30a.m. to 4:00p.m.
8. Any person who as part of the activities of the contract will access the facilities on behalf of the Contractor should be have at all times a photo ID. Accepted identifications are passport driver s license or ID card issued by the Department of Transportation and Public Works (DTOP).
9. All the provide information as part of this acquisition process is for the exclusive use of this acquisition process. Any reproduction and distribution of the material for other use is prohibit.

2.3.2 Policy and Insurances Required

The Contractor shall not commence work 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 Project 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 Work under the Purchase Order, procure and maintain in effect, and require all Subcontractors and others performing any such Work to procure and maintain in effect, insurance of the types applicable and with limits no less than the minimum amounts specified above, or insure the activity of his Subcontractors in his own policy.

The Contractor within ten (10) calendar days from the delivered of the Purchase Order, the Contractor provide to PRARNG, 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 Work being performed and will provide protection from claims set forth which may arise out of or result from Contractor's performance of the Work 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 Work, 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	\$ 500,000.00
Fire Damage Limit	\$ 50,000.00
Medical Expense Limit	\$ 50,000.00

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 Documents, the liability limits shall not be less than:

Bodily Injury: two hundred and fifty thousand dollars (\$250,000.00) each person and five hundred thousand dollars (\$500,000.00) each occurrence.

Property Damage: one hundred thousand dollars (\$100,000.00) each occurrence or two hundred and fifty thousand dollars (\$250,000.00) combined single limit for bodily injuries and property damage liability.

The Contractor shall, throughout the performance of Work under the Purchase Order and until the Final Acceptance of the Project, maintain current, and in effect all the required insurance, except the Purchase Order Works Policy (Builder's Risk), which shall terminate on the date of the work completion.

4. Others

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

2.3.3 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*

2.3.4 Cláusulas de Inclusión

The "Clausulas de Inclusion" will be part of contract or purchase order. See *Attachment 2*

Attachment 1

FEDERAL GENERAL CLAUSES