

EXHIBIT C-1

General Provisions and Clauses Under Federal and Puerto Rico Laws

IFB #2026-001 vpnet USDA ReConnect Program Round 4 PR 1701-A73

1. Purpose

This Exhibit sets forth the general legal provisions and regulatory clauses applicable to all contracts awarded under IFB #2026-001. All provisions herein are mandatory and non-negotiable. The Selected Respondent and all subcontractors at every tier shall comply fully with each provision listed below.

2. Federal Legal Requirements

2.1 Equal Employment Opportunity

The Selected Respondent shall comply with Executive Order 11246, as amended, and all regulations promulgated thereunder, including 41 CFR Part 60. The Selected Respondent shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or status as a protected veteran. The Selected Respondent shall include the Equal Employment Opportunity clause in all subcontracts at every tier.

2.2 Debarment and Suspension

The Selected Respondent certifies compliance with 2 CFR Part 180 and 2 CFR Part 417. Neither the Selected Respondent nor any of its principals or proposed subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally assisted transactions or programs by any federal department or agency. The Selected Respondent shall verify the debarment status of all subcontractors prior to award of any subcontract and shall include equivalent certification requirements in all subcontracts.

2.3 Anti-Kickback — Copeland Act

The Selected Respondent shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 3145) and its implementing regulations at 29 CFR Part 3. No contractor or subcontractor shall induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which that person is otherwise entitled.

2.4 Clean Air Act and Clean Water Act

The Selected Respondent shall comply with all applicable requirements of:

Clean Air Act (42 U.S.C. 7401 et seq.) and all regulations and guidelines issued thereunder

Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.) and all regulations and guidelines issued thereunder

All contracts and subcontracts exceeding \$150,000 shall include provisions requiring compliance with both statutes.

2.5 Davis-Bacon Act

To the extent required by the Award Documents or applicable law, the Selected Respondent and all subcontractors shall comply with the Davis-Bacon Act (40 U.S.C. 3141–3148) and its implementing regulations. All laborers and mechanics employed directly upon the project site shall be paid not less than the prevailing wage rates and fringe benefits as determined by the Secretary of Labor for the applicable labor classifications. Certified payroll records shall be submitted weekly to vpnet in the form required by the U.S. Department of Labor.

2.6 Byrd Anti-Lobbying Amendment

In accordance with 31 U.S.C. 1352 and its implementing regulations at 2 CFR Part 418, the Selected Respondent certifies that no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any federal officer, employee, Member of Congress, or employee of a Member of Congress in connection with the awarding, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. This certification shall be included in all subcontracts and lower-tier contracts exceeding \$100,000.

2.7 National Environmental Policy Act (NEPA)

All construction activities shall comply with the National Environmental Policy Act (42 U.S.C. 4321 et seq.) and with 7 CFR Part 1970, which governs RUS environmental policies and procedures. No construction or installation activities shall commence until the Environmental Report covering the approved project route has been prepared in accordance with 7 CFR Part 1970 and approved in writing by RUS. The Selected Respondent shall immediately notify vpnet in writing of any condition encountered during construction that was not anticipated in the approved Environmental Report, including but not limited to the discovery of archaeological or cultural resources, wetlands, or hazardous materials.

2.8 Occupational Safety and Health Act

The Selected Respondent shall comply with the Occupational Safety and Health Act of 1970 (Pub. L. 91-596, 29 U.S.C. 651 et seq.) and all regulations promulgated thereunder at 29 CFR Chapter XVII. A Health and Safety Plan meeting all applicable OSHA requirements shall be submitted to vpnet for approval prior to commencement of Phase 2 activities and shall remain in effect throughout the duration of the project.

2.9 Seismic Design Criteria

Where applicable, all permanent structures and infrastructure installed under this contract shall comply with 7 CFR Part 1792, Subpart C — Seismic Design Criteria, and any applicable international building codes governing seismic design in the Commonwealth of Puerto Rico.

2.10 Special Flood Hazard Areas

Portions of the project corridor may fall within Special Flood Hazard Areas as designated by the Federal Emergency Management Agency (FEMA). All construction activities within designated flood hazard areas shall comply with the Special Flood Hazard Areas Regulation (Reglamento Núm. 13), incorporated herein as Exhibit H-1, and with all applicable FEMA National Flood Insurance Program requirements.

2.11 Access for Persons with Disabilities

Where applicable, the Selected Respondent shall comply with Pub. L. 90-480 (42 U.S.C. 4151 et seq.) — Architectural Barriers Act, ensuring that facilities open to the public or used by persons with disabilities meet applicable accessibility standards.

2.12 RUS Buy American Requirements

The Selected Respondent shall comply with all Buy American requirements as set forth in 7 CFR Part 1787. All materials and equipment financed with ReConnect Program award funds must be Domestic Products as defined in the applicable program requirements. Upon contract closeout, the Selected Respondent shall provide RUS Form 213, Certificate (Buy American), certifying compliance with this requirement.

2.13 Build America, Buy America Act (BABA)

This project is subject to the Build America, Buy America Act (BABA), enacted under the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, Sections 70901–70953, and implemented through 2 CFR Part 184. All iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further described in Section 6.4.7A of the IFB and Attachment 14. The BABA requirement and the RUS Buy American requirement under 7 CFR Part 1787 are separate and independent obligations; compliance with one does not constitute compliance with the other.

2.14 Bonds and Insurance — 7 CFR Part 1788

The Selected Respondent shall comply with all bonding and insurance requirements set forth in 7 CFR Part 1788, Subpart C, including:

- A performance bond in the full amount of the contract price for construction exceeding \$250,000, executed by a surety company licensed to do business in the Commonwealth of Puerto Rico and rated no less than A- VII by A.M. Best Company
- A bid bond or certified check in the amount of five percent (5%) of the Total Bid Price, submitted with the Proposal
- All insurance coverage specified in Attachment 5 of the IFB, maintained throughout the duration of the contract including any warranty period

2.15 Record Retention and Audit Rights

The Selected Respondent shall retain all project records, including financial records, supporting documents, statistical records, and all other records pertinent to the award, for a period of not less than three (3) years following the date of final payment, or such longer period as required by applicable federal regulations. All records shall be made available for inspection and audit by RUS, the USDA Office of Inspector General, the Government Accountability Office, and any other authorized federal agency upon request, in accordance with 7 CFR Part 200.

2.16 Uniform Administrative Requirements

The Selected Respondent shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as set forth in 2 CFR Part 200, to the extent applicable to this contract.

2.17 Trafficking Victims Protection Act

No award funds may be used to support, facilitate, or promote trafficking in persons. The Selected Respondent shall comply with the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), as amended, and shall include this prohibition in all subcontracts and lower-tier contracts funded under this award.

2.18 Whistleblower Protections

The Selected Respondent shall comply with the whistleblower protection requirements applicable to federal awards under 41 U.S.C. 4712, which prohibit retaliation against employees who disclose information that the employee reasonably believes is evidence of:

- Gross mismanagement of a federal contract or grant
- A gross waste of federal funds
- An abuse of authority relating to a federal contract or grant
- A substantial and specific danger to public health or safety
- A violation of law, rule, or regulation related to a federal contract or grant

The Selected Respondent shall inform all employees in writing of their whistleblower rights and protections under this provision, and shall include equivalent provisions in all subcontracts funded under this award.

2.19 Reporting of Recipient Integrity and Performance

In accordance with 2 CFR Part 200, Appendix XII, the Selected Respondent shall report to the System for Award Management (SAM) any information related to civil, criminal, or administrative proceedings in connection with the award or performance of any federal award, as required under applicable reporting thresholds and timelines.

2.20 Rights to Inventions

If the federal award meets the definition of a "funding agreement" under 37 CFR Part 401.2(a) and the Selected Respondent wishes to engage a small business firm or nonprofit organization regarding experimental, developmental, or research work, the Selected Respondent shall comply with the requirements of 37 CFR Part 401 — Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by the awarding agency.

2.21 Contract Work Hours and Safety Standards Act

All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations at 29 CFR Part 5:

- Under 40 U.S.C. 3702, each contractor shall compute wages based on a standard work week of 40 hours. Work in excess of 40 hours per week shall be compensated at a rate not less than one and one-half (1.5) times the basic rate of pay.
- Under 40 U.S.C. 3704, no laborer or mechanic shall be required to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to health or safety.

These requirements do not apply to purchases of supplies or materials ordinarily available on the open market, or to contracts for transportation.

2.22 Energy Efficiency Standards

The Selected Respondent shall comply with mandatory standards and policies relating to energy efficiency contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201) for the Commonwealth of Puerto Rico, as well as any applicable energy efficiency standards established by Commonwealth law or regulation.

2.23 Historic Preservation

All construction activities shall comply with the requirements of 54 U.S.C. 306108 (Section 106 of the National Historic Preservation Act) and applicable RUS procedures for the protection of archaeological and historic resources. If any previously unidentified cultural or archaeological resources are encountered during construction, the Selected Respondent shall immediately cease work in the affected area and notify vpnet in writing. No work shall resume in the affected area until vpnet has consulted with the applicable State Historic Preservation Officer (SHPO) and RUS, and has provided written authorization to proceed.

2.24 Environmental Restrictions

No environmental restriction that would prevent the execution of the proposed project has been identified, pursuant to the Environmental Compliance Certification through Categorical Exclusion, Case No. 2025-623222-DEC-314017, issued on May 30, 2025, for the VPNet - USDA/RUS 1701-A73 Patillas FTTH Project. The proposed action was reviewed and determined to be eligible under Categorical Exclusion No. 19, in accordance with DRNA Administrative Order OA-2021-02, subject to compliance with the general conditions and applicable requirements established in said certification.

The Contractor shall perform all work in accordance with the applicable environmental conditions, including, but not limited to, compliance with noise controls, emissions, discharges, waste management, protection of natural resources, and any other requirements imposed by agencies having jurisdiction. Any modification, change, or substantial variation in the scope of work that may affect the approved environmental determination shall be reported to the Owner and evaluated in accordance with applicable environmental requirements prior to implementation.

Should the Contractor identify, observe, or suspect the presence of any protected, vulnerable, critical, or endangered species of flora or fauna during the performance of the work, the Contractor shall immediately stop all activities within the affected area, secure the site, and notify the Puerto Rico Department of Natural and Environmental Resources (DRNA) for the corresponding evaluation. Likewise, should any archaeological, historical, cultural, human remains, artifacts, or heritage-related findings be discovered, the Contractor shall suspend work in the immediate area and notify the Institute of Puerto Rican Culture (ICP), or the appropriate authority, as applicable. No work shall resume within the affected area until proper authorization has been issued.

Environmental Coordination Documentation: In the event that any unforeseen environmental condition, potential impact to natural resources, presence of protected species, or any archaeological, historical, or cultural finding is identified, observed, or suspected during the performance of the work, the Contractor shall document such condition. Documentation shall include, at a minimum, the date and time of the event, exact location, description of the observed condition, photographs, personnel present, measures taken to protect the area, evidence of work stoppage within the affected area, and copies of all communications submitted to DRNA, ICP, or any other agency having jurisdiction, as applicable. Such documentation shall become part of the official project record and shall remain available for review by the Owner, regulatory agencies, or any oversight entity.

3. Commonwealth of Puerto Rico Legal Requirements

3.1 Professional and Contractor Licensing

The Selected Respondent and all subcontractors performing work under this contract shall hold all applicable licenses and registrations required by the Commonwealth of Puerto Rico, including but not limited to:

- Puerto Rico General Contractor License, issued by the Puerto Rico Contractors Registration Office
- Puerto Rico Professional Engineering License, where required by the nature of the work, issued under Act 173 of August 12, 1988, as amended
- Puerto Rico Electrical Contractor License, where applicable
- Any other professional or specialty license required by applicable Puerto Rico law or regulation for the performance of the work

The Selected Respondent shall maintain all required licenses in good standing throughout the duration of the contract and shall provide copies of all applicable licenses to vpnet prior to commencement of work.

3.2 Puerto Rico Occupational Safety Regulations

The Selected Respondent shall comply with all occupational safety and health regulations applicable in the Commonwealth of Puerto Rico, including those administered by the Puerto Rico Department of Labor and Human Resources and the Puerto Rico Occupational Safety and Health Administration (PR OSHA), in addition to federal OSHA requirements

3.3 State Insurance Fund (Fondo del Estado)

The Selected Respondent and all subcontractors shall maintain current and valid coverage with the Puerto Rico State Insurance Fund (Fondo del Seguro del Estado) for all employees performing work under this contract, as required by Puerto Rico law. Evidence of such coverage shall be submitted to vpnet prior to commencement of any work.

3.4 Puerto Rico Department of Treasury — Tax Compliance

The Selected Respondent shall be current in all tax filing and payment obligations to the Puerto Rico Department of Treasury (Hacienda), including all applicable sales and use taxes, income withholding, and municipal license fees. Evidence of tax compliance shall be provided upon request by vpnet.

3.5 Act 2-2018 — Puerto Rico Fiscal Agency and Financial Advisory Authority Act

The Selected Respondent shall comply with all applicable requirements of Act 2-2018 and related procurement regulations, including the sworn statement required under Attachment 12 of the IFB, certifying compliance with all tax and Commonwealth agency obligations.

3.6 Puerto Rico Municipal Revenue Collection Center (CRIM)

The Selected Respondent shall be current in all applicable obligations to the Puerto Rico Municipal Revenue Collection Center (CRIM), including any municipal property taxes or fees applicable to the conduct of its business operations in Puerto Rico.

3.7 Road Crossing Permits — DTOP

All road crossings, excavations within public rights-of-way, and work affecting state or municipal roads shall require permits from the Puerto Rico Department of Transportation and Public Works (DTOP) and/or the applicable municipality prior to commencement of work. The Selected Respondent shall prepare and submit all required permit applications, traffic control plans, and supporting documentation, and shall comply with all permit conditions throughout the execution of the work.

3.8 Special Flood Hazard Areas Regulation — Reglamento Núm. 13

All construction activities within areas designated as Special Flood Hazard Areas under FEMA flood maps applicable to the Commonwealth of Puerto Rico shall comply with the Special Flood Hazard Areas Regulation (Reglamento Núm. 13), incorporated herein as Exhibit H-1. The Selected Respondent shall identify all flood-affected segments of the project corridor prior to construction and shall implement all required mitigation and compliance measures.

3.9 Environmental Quality Board — JIDA

Where required, the Selected Respondent shall coordinate with and obtain all applicable permits and clearances from the Puerto Rico Environmental Quality Board (Junta de Calidad Ambiental — JICA), including any permits required for excavation, land disturbance, or operations in environmentally sensitive areas along the project corridor.

4. Flow-Down Requirements

The Selected Respondent shall incorporate the substance of all provisions set forth in this Exhibit C-1 into every subcontract and purchase order at every tier that involves the performance of construction work or the supply of materials financed with ReConnect Program award funds. The Selected Respondent shall be responsible for the compliance of all subcontractors and material suppliers with the requirements of this Exhibit, and shall not be relieved of this responsibility by any subcontract provision.

5. Order of Precedence

In the event of any conflict between the provisions of this Exhibit C-1 and the provisions of any other contract document, the more stringent requirement shall govern. Federal requirements shall take precedence over Commonwealth requirements only to the extent required by applicable federal law. Nothing in this Exhibit shall be construed to limit the applicability of any provision of Commonwealth of Puerto Rico law that imposes obligations beyond those required by federal law.