

**Request for Proposals**

**For**

**Wi-Fi 6 Infrastructure Installation and Configuration**

**Universidad del Sagrado Corazón**

September 11, 2023

**09/11/2023**  
RFP Issued

**10/16/2023**  
Proposal Due Date

**Request For Proposals (RFP)  
For Wi-Fi 6 Infrastructure  
Universidad del Sagrado Corazón**

**1. Program Background**

Universidad del Sagrado Corazón (“Sagrado”), under the Accessing Broadband Connectivity (ABC) - Connecting Minority Communities (CMC) grant from the U.S. Department of Commerce has a commitment for technological advancement in its facilities. This ambitious project would expand the broadband internet access, connectivity, and digital inclusion within Sagrado’s campus. With an impressive 2.5Gb internet speed, Sagrado is poised to leverage cutting-edge technology and revolutionize the educational experience for our community. To achieve this, it is necessary to implement a high-speed and low-latency Wi-Fi 6 Infrastructure, fortified by optical fiber connections. This infrastructure will not only provide enhanced connectivity to Sagrado’s students and the wider community, but also enable Sagrado to deliver efficient and seamless services.

The Project encompasses a comprehensive upgrade of our university's network equipment, data center, and disaster recovery. The Project shall implement new technologies like Hybrid Cloud Setups, to optimize Sagrado’s infrastructure and achieve greater operational efficiency. Additionally, the project should implement advanced security services to safeguard Sagrado’s digital ecosystem. This state-of-the-art network will not only support our current hybrid and distance learning modalities but also pave the way for future educational innovations.

To ensure comprehensive network visibility and advanced security measures, Sagrado intends to incorporate cutting-edge cybersecurity solutions through this Project. These measures will provide end-to-end threat protection, intrusion prevention, web filtering, and application control, ensuring the highest level of security for Sagrado’s users.

**2. Program Description**

Sagrado’s campus is located in approximately 36 acres of land and is comprised of around 13 buildings, recreational areas, and parking lots. Through this Request for Proposal (“RFP”), Sagrado is looking to receive proposals for the installation of new broadband equipment throughout its campus and an upgrade of its existing broadband facilities on a one-time, capital improvement, basis to increase and expand its broadband capacity and connectivity for the benefit of students and the community (the “Project”).

The proponents must have knowledge in information technology and network architecture to offer a Wi-Fi 6 product of high quality that meets the requirement and standards of the Institute of Electrical and Electronics Engineers (“IEEE”) and is manufactured in the USA. The proponent is also expected to have experience and capability to install and configure each piece of equipment until its functionality is certified by the proponent by written certification letter. In addition, proponent must be capable of carrying out the cabling CAT6 to connect these access points (APs) or any other necessary equipment to the existing switches to obtain a Wi-Fi network that has the capacity to provide connectivity, speed, and reasonable reliability to connect several devices in various environments. The elements to consider for the implementation of a Wi-Fi network are adaptability, scalability, size and availability of the network, network configuration, and Wi-Fi coverage.

The proponent shall follow the best practices for network design technology including:

- a. to verify the business goals and technical requirements,
- b. to determine the features and functions required to meet the needs identified,
- c. to perform a network-readiness assessment, and
- d. to create a solution.
- e. Develop an implementation and site acceptance test plan.

The following documents are included as Exhibit I to this Request for Proposals which contain necessary information to be considered in the preparation of proposals:

- a. Campus Map (Exhibit I, p13)
- b. Design Details (Exhibit I, p14-15)

### **3. Scope of Work**

The Project consists of the implementation of a high-speed and low-latency Wi-Fi 6 Infrastructure. The Wi-Fi solution shall be indoors and outdoors in all buildings, recreational areas, parking lots, and common areas depicted in Exhibit I hereto. The Proposer shall furnish the installation, configuration, and cabling of the Wi-Fi network, including all equipment and materials specifications described in this Section 4. The proposal shall include all the materials and labor associated with the description of the project unless noted Sagrado .

In the design phase for campus network enhancements, an estimation of around 480 access points has been made, strategically located across the various buildings. The locations of these access points have been meticulously detailed in Exhibit I.

To ensure seamless and efficient wireless connectivity, it has been determined that all the access points shown in Exhibit I must have a minimum capability of Wi-Fi 6 for faster data speeds, improved performance, and better capacity to accommodate many connected devices simultaneously. In some specific areas with higher demands for bandwidth, such as auditoriums, libraries, and other high-traffic zones, the access points will be required to support the Wi-Fi 6e standard.

The implementation of the access points will involve installing Cat. 6 cabling, which is designed to handle high-speed data transmission effectively. This cabling upgrade is necessary to support the enhanced capabilities of the Wi-Fi 6 and Wi-Fi 6e access points.

Additionally, to streamline the network infrastructure and optimize performance, existing equipment and cabling shall be removed. This process ensures that the new network deployment can take full advantage of the latest technology and provides a smooth transition from the previous setup.

The goal of this comprehensive upgrade is to create a robust and future-proofed wireless network environment that can cater to the ever-growing demands of the campus community for reliable and high-speed internet access. By embracing Wi-Fi 6 and Wi-Fi 6e technologies along with the Cat. 6 cabling, Sagrado can look forward to delivering a seamless and cutting-edge connectivity experience to students, faculty, and staff across all corners of the campus.

The selected contractor will provide Sagrado with professional services to:

1. Assess Sagrado's current data system and organizational needs.
2. Understand and document the desired end-state and future organizational needs.
3. Elicit feedback and ideas from Sagrado staff about opportunities to improve our current functioning.
4. Work with Sagrado's project team to develop and evaluate options for the execution of the Project.
5. Work with Sagrado's project team to refine the recommendations according to the proposed design.
6. Recommend any changes to the proposed design and an implementation plan to achieve that scope.
7. The contractor shall attend project meetings, the frequency of which will be as requested by Sagrado.
8. The contractor shall provide submission of all material and equipment for approval prior to any work being performed.
9. All interventions in the existing system shall be coordinated by the selected contractor with Sagrado's representative.
10. The contractor will be required to participate in the project and safety inspections by Sagrado.
11. Contractor employees will need to be always identified with the company name while on Sagrado's premises.
12. The contractor must generate and discuss with the employee daily job hazard analysis related to the work to be performed during the day.
13. The contractor must participate in the project safety inspection by Sagrado.

### 3.1. Deliverables

Upon agreement of final implementation of the Wi-Fi 6 and Wi-Fi 6e infrastructure, the selected contractor shall complete the following deliverables:

- a. A work plan for implementing the final solution. The plan must include all phases of installation, cabling and equipment certification, testing, and fully functional.
- b. Interconnection Diagram.
- c. Documentation of requirements and installation guidelines.
- d. Access Points.
  - i. Installation and Certification
    - a) Labeling
  - ii. Configuration.
    - a) SSID Groups
    - b) Wi-Fi 6/6E
    - c) Tunnel Mode Wi-Fi AP
    - d) Backups
    - e) WPA Enterprise Authentication
    - f) Captive Portal Authentication
- e. Cabling – CAT6.
  - iii. Installation and Certification

- a) Identification
  - 1. Labeling
  - 2. Color Coding
- f. Removal of existing equipment and cabling.
- g. Inventory for Configuration Management Database (“CMDB”).
- h. Provide training to Sagrado’s personnel in management and configuration of Access Points including management of the equipment, network access management, and captive portal authentication.

The following documents are included as Exhibit I to this Request for Proposals:

- A. Campus Map (Exhibit I, p13)
- B. Design Details (Exhibit I, p14-15)

The proposals shall include a high-level project plan that outlines the tasks and milestones, ownership, time estimates, and deadlines for each deliverable. The plan should carefully identify all work required from Sagrado’s staff (i.e., meetings, decisions, research).

#### **4. Anticipated Agreement Term**

The initial term of the contract awarded under this RFP shall be from November 01, 2023, through May 30, 2024 (“Initial Term”). The Initial Term may be extended by the Parties by written amendment to this Agreement to be executed prior to the end of the Initial Term or extended term thereafter.

#### **5. Proposal Requirements**

##### **5.1. General Conditions of this RFP**

- a. The proponents must visit the project area to participate in a pre-bid proposal meeting. The purpose of this requirement is for Sagrado to present the details of the RFP and clarify any doubts that the potential proponents may have and to allow proponents to gather visual information that may be necessary to submit a responsive and realistic proposal. This visit is highly encouraged by Sagrado. However, as an exception, the Procurement Office of Sagrado may provide a waiver to those proponents or offerors who cannot attend because of their geographical location or other justifiable reasons.
- b. The proponents must verify the scope, specifications, and drawings provided in this RFP. Any discrepancy between these documents shall be brought to the attention of a representative of Sagrado at least five (5) days prior to the Proposal Due Date. If any clarification is necessary, Sagrado will publish the corresponding addendum to this RFP.
- c. The expected contract may be funded, in whole or in part, by United States Federal Government (“Federal” or “Government” or “Federal Government”) assistance in the form of grant, subgrant, loan, or reimbursement either directly to Sagrado or through a recipient. Accordingly, certain Federal provisions will apply to the contract pursuant to 2 CFR Part 200.327 and 2 CFR

Part 200, Appendix II, 48 CFR 31, as applicable, any other provisions imposed by the Federal Government in the grant.

### 5.2. Organizational Documents

1. Proposers must include all documents that demonstrate that the Proposer is properly organized and/or registered in compliance with the laws of its place of incorporation.
2. The Proposer must provide a good standing certificate from the State Department, licenses, and certifications.
3. Summary of the firm's qualifications and experience in the past 5 years on similar projects.
4. Proponent shall certify that he or she, or in the case of an entity, the entity and its owners or members have not been debarred or suspended by the Federal government or precluded from participating in any procurement activity with any Federal, state or local government, by signing the certification in Appendix A.
5. References:
  - a. Three (3) references from clients for whom the firm has provided similar services and/or executed until completion similar projects in a timely manner in the past.
  - b. Three (3) references from suppliers and at least one reference from a commercial banking institution
6. The Proposer shall provide its mailing and physical addresses, and telephone and email address, signed by an authorized person (the "Proposer Contact"). The Proposal shall include satisfactory evidence of the authority of the Proposer Contact to sign on behalf of the Proposer.
7. Proposal documents may be rejected if they show any alteration, erasure or interlineations that are not initiated in original by the Proposer Contact, or are incomplete, contain any conditional, alternate, or additional proposals, unless expressly requested in the Proposal Documents.
8. Any or all Proposals will be rejected if there is reason to believe that collusion exists among all or any Proposers and participants in such collusion will not be considered for future Proposals for the Work.
9. Partial Proposals may be rejected.

### 5.3. Insurance Requirements

The Proposer shall be aware that, in case of resulting selected for the award of this RFP, the Proposer must have and maintain a minimum of required insurance policies and coverages, including:

- a. The Proponent shall provide Workmen's Compensation Insurance as required by the Workmen's Compensation Act 45-1935 of the Commonwealth of Puerto Rico. The Contractor shall also be responsible for compliance with said Workmen's Compensation Act by all its subcontractors, agents, and invitees, if any, or shall certify that such Subcontractors, agents, and invitees, if any, have obtained said policies on their own behalf.

The selected contractor will be required to furnish a certificate from the Puerto Rico's State Insurance Fund showing that all personnel employed in the expected Agreement are covered by the Workmen's Compensation Insurance;

- a. Commercial General Liability Insurance , from an insurance company with a classification not lower than A-. General Public Responsibility Policy must be comprehensive by the amount of \$1,000,000, covering all areas, operations, responsibility of independent Proposers (including broad endorsement), and responsibility of rented vehicles and not owned by the Proposer, used by employees with a combined limit of \$1,000,000 for damages to person and property. This policy shall not have a deductible for coverage of damage to property, and if it does, the Proposer will be responsible for covering this deductible.
- b. Employer's Liability Insurance. The Proponents shall have Employer's Liability Insurance with minimum bodily injury limits of at least \$1,000,000 for each employee and at least \$1,000,000 for each accident covering against the liability imposed by law upon the proponent as result of bodily injury, by accident or disease, including death arising out of and in the course of employment, and outside of and distinct from any claim under the Workmen's Compensation Act of the Commonwealth of Puerto Rico.
- c. Commercial Automobile Liability Insurance. The Proponent shall provide evidence of its Commercial Automobile Liability Insurance with limits of no less than \$1,000,000 combined single limit covering all owned, leased, or scheduled autos, non-owned, and hired autos (including trailers). This limit can be met by a combination of primary commercial automobile liability policy and follow-form excess/umbrella liability policy. The Contractor agrees to require all its Subcontractors, if any, to procure and maintain similar coverage.
- d. Professional Liability (errors and Omissions): the Proponent shall provide evidence of its Professional Liability (Errors and Omission) Insurance with limits of at least \$1,000,000 per claim and at least \$1,000,000 aggregate to cover for any claim that is made because of mistakes or professional negligence. The deductible for such insurance shall be no more than twenty-five thousand dollars (\$25,000). Coverage shall include an "extended reporting period of three (3) years" endorsement that extends the coverage to include claims reported after Services Completion. The extended reporting period shall be commensurate with the Warranty Period.

The Proposer undertakes to keep the foregoing insurance policies up to date, including **Universidad del Sagrado Corazón** as an additional insured party.

#### 5.4. Cost Proposal

1. The proposal must include a description of the firm's proposed plan to execute the services, as well as a cost proposal.
2. the Proposer shall furnish as part of its proposal a breakdown of the estimated associated costs for the professional services procured herein, which shall include all relevant expenses related to the project, including, but not be limited to, the following elements:
  - a. Labor Costs: A detailed listing of the labor costs for each professional involved in the project, including their hourly or daily rates, the estimated number of hours or days

- required for each task, and a clear identification of the roles and responsibilities of each team member.
- b. Equipment and Materials: If specialized equipment or materials are necessary for the successful execution of the professional services, the Proposer must outline the associated costs for procurement, rental, or any other relevant expenses.
  - c. Subcontractor Fees: In case the Proposer intends to engage subcontractors to fulfill certain aspects of the project, a detailed breakdown of subcontractor fees and their scope of work should be included.
  - d. Miscellaneous Costs: This section should capture any additional expenses that might arise during the project, such as licenses, permits, communication expenses, software licenses, or any other relevant costs.
3. The Proposer shall ensure that the provided breakdown is well-organized, easy to understand, and free from any ambiguity. Any assumptions or dependencies related to the cost breakdown should be clearly explained and justified. Moreover, the Proposer should be prepared to justify the pricing strategy and demonstrate how the proposed costs align with the deliverables, objectives, and anticipated outcomes of the Project.

## **6. Submission of Proposals**

1. The Proposal Due Date is **Monday, October 16<sup>th</sup>, 2023**, no later than 5:00 PM. The completed proposal package, which shall include all required information set forth above and Required Organizational Documents, shall be delivered via email to [broadband@sagrado.edu](mailto:broadband@sagrado.edu) and include “Proposal for Wi-Fi 6 Infrastructure Installation and Configuration” as the subject line.
2. Sagrado reserves the right to modify the Proposal Due Date at any time via Addendum.
3. It shall be the Proposer’s sole responsibility to ensure the timely delivery of the Proposal.
4. Proposals received after the Proposal Due Date and time for receipt will not be considered.
5. Proposals will be opened and read privately by the Proposal Board on or after the Proposal Due Date.
6. Oral, telephonic, or facsimile transmitted proposals will not be considered. Inquiries and correspondence via email regarding the Proposal Documents should include in the subject the following: “Sagrado Wi-Fi 6 Infrastructure Installation and Configuration”.
  - a. All inquiries and correspondence must be sent via email no later **than Wednesday, October 1<sup>th</sup>, 2023**, before 12:00 pm and directed only to:  
Universidad Sagrado Corazón  
email: [broadband@sagrado.edu](mailto:broadband@sagrado.edu)

No Proposer, or agent, consultant, attorney of anyone acting on behalf of the Proposer, shall communicate with Sagrado, or any other of Sagrado’s consultants working on the Project regarding the Proposal Documents and the Proposal to be filed by any Proposer, including its own Proposal, or undertake any other communication related to the Proposal Documents up to the time of the award of the Contract, except proposers requiring clarification or interpretation of the Proposal Documents,

provided that such communication shall be exclusively for clarification purposes and in accordance with the above.

## 7. Failure to Execute the Contract

Should the Successful Proposer fail or refuse to execute and deliver the Contract and acceptable bonds and insurance certificates as required herein, the award shall be null and void. Award may then be made to the next qualified Proposer, the Work may be re-advertised, or the Work may be procured through an alternate procedure.

### 7.1. Schedule

**Table 1: RFP Schedule**

<b>Event</b>	<b>Time and Date</b>
Notice	9-11-23
Pre-Proposal Meeting and Walkdown	09-18-23
Submission of Questions and Requests for Clarification	From 09-15-23 to 09-29-23
Responses to Questions and Requests for Clarifications	From 09-15-23 to 09-29-23
Proposals Due Date	On or before 10-16-23
Proposals Evaluation Period (Expected)	From 10-17-23 to 10-24-23
Notice of Award (Expected)	10-27-23
Executed Contract (Expected)	10-31-23

**Pre-Proposal Walkdown must be coordinated a few days before via email.**

## 8. Review of Proposals

Upon receipt of the proposals, Sagrado will verify that:

- a. The proposals are responsive to the requirements and specifications of this RFP including completeness of the proposals and related required forms, inclusion of references and attachments, and completion of required responses.
- b. The proposed pricing is fair and reasonable in accordance with price or cost analysis, as applicable.

## 9. Review by the Procurement Evaluation Committee

The Procurement Evaluation Committee will review all proposals received in accordance with the terms and conditions of this RFP, ascertaining that the procurement process was carried out according to Sagrado's Procurement Policy and Procedures.

The Contract will be awarded to the Proposer whose proposal is most advantageous to Sagrado. The evaluation factors will be scored based on percentages as follows:

<b>Factor</b>	<b>Max Points</b>	<b>Percentage</b>
a. Price(s)	5	15%
b. Time to delivery	5	18%
c. Quality (Compliance with federal regulations)	5	10%
d. Technological compatibility	5	8%
e. Warranty	5	4%
f. Company expertise and experience	5	6%
g. Ability to deliver required services	5	8%
h. Payment terms (net 30 days)	5	3%
i. Institutional policies for equipment standardization	5	2%
j. Financial capacity to meet contractual obligations and integrity	5	8%
k. Record of past performance	5	3%
l. Financial and technical resources	5	3%
m. Access to other necessary resources	5	3%
n. Prompt submittal of data, response to inquiries	5	3%
o. Value-added services	5	2%
p. Special service rendered, or	5	2%
q. Other intangibles and relevant factors.	5	2%

Upon conclusion of the evaluation process, the Procurement Evaluation Committee will provide management with a written Recommendation to Award (RTA) signed by all the members of the committee that participated in the procurement selection process.

Once approved, Sagrado's ITI Office will send a written notice of award to the selected Proposer. The ITI Office will notify all Proposers by written communication of the results of the contract award. Sagrado will not have any binding obligation, duties, or commitments to the Selected Proponent(s) until and unless a contract has been duly executed and delivered by Sagrado. If Sagrado is unable to negotiate a mutually satisfactory agreement with the Selected Proponent(s), it may, in its sole discretion, negotiate with the next highest-ranked Proponent(s) or cancel and reissue a new RFP.

Any Proposer who has participated in the procurement process and is not satisfied with the final decision may request reconsideration. The Proposer must submit their arguments in writing to the Procurement Office within five (5) days from the date of receipt of the notice of the results stating the reasons for such its opposition to the award. The Procurement Office and the Evaluation Committee,

with the advice of the General Counsel, will submit to Sagrado's management a final written recommendation with respect to the request for reconsideration within seven (7) business days of receipt of the written request for reconsideration submitted by the Proposer. Sagrado's management shall issue a final determination within five (5) business days of receipt of the final written recommendation.

## **10. Consideration of Proposals and Acceptance of Proposal**

### **10.1 Proposer Qualifications**

Sagrado, at its sole discretion, might reject a Proposer when the facts as to the Proposer's business and technical organization, design coordination, financial resources, installation and preparation area experience or expertise, compared with the requirements of the Proposal and Contract Documents demonstrate to Sagrado that award of the Contract to that Proposer would negatively affect the Project or the Work, taking into consideration the Proposer's qualifications, record of performance and integrity, and whether the Proposal complies with the prescribed requirements of the Proposal and Contract Documents.

### **10.2 Opening of Proposals**

Sagrado reserves the right to waive any minor informality or technical error in any Proposal, to reject the Proposal of any unqualified Proposer and to reject any and all Proposals as may be considered in the best interest of Sagrado. Sagrado reserves the right to require proponents an in-person presentation, written or in-person clarifications of their proposals, and/or to request best and final offers from proponents before issuing the award.

## **11. Award of Contract**

The award of the Contract will be as scheduled or as soon as practicable after the opening of Proposals but in no case, it will be made until all necessary investigations of the responsibility of the Proposer to whom it is recommended to award the Contract, have been completed.

The award shall be null and void if the successful proposer fails or refuses to execute the contract and deliver the required insurance certificates, as provided herein. In such event, the award may be notified to the next qualified Proposer, the RFP may be re-advertised, or the work may be procured through an alternate procedure, in compliance with applicable local and federal regulations governing the procurement process.

Successful Proposer is expected to commence the work within two (2) days of contract execution, provided that all certificates of insurance policies have been presented to Sagrado.

Sagrado encourages minority businesses, women's business enterprises, and labor surplus area firms to submit proposals.

## **12. Invoicing and Payment**

The selected Proposer will be required to submit to Sagrado monthly invoices for payment of only those completed tasks and reasonable and necessary expenses incurred. Invoices must be detailed, specific, and itemized, accompanied by a description of the services provided.

Also, invoices shall be complete and correct and shall be documented in a manner that meets current federal requirements for reimbursement.

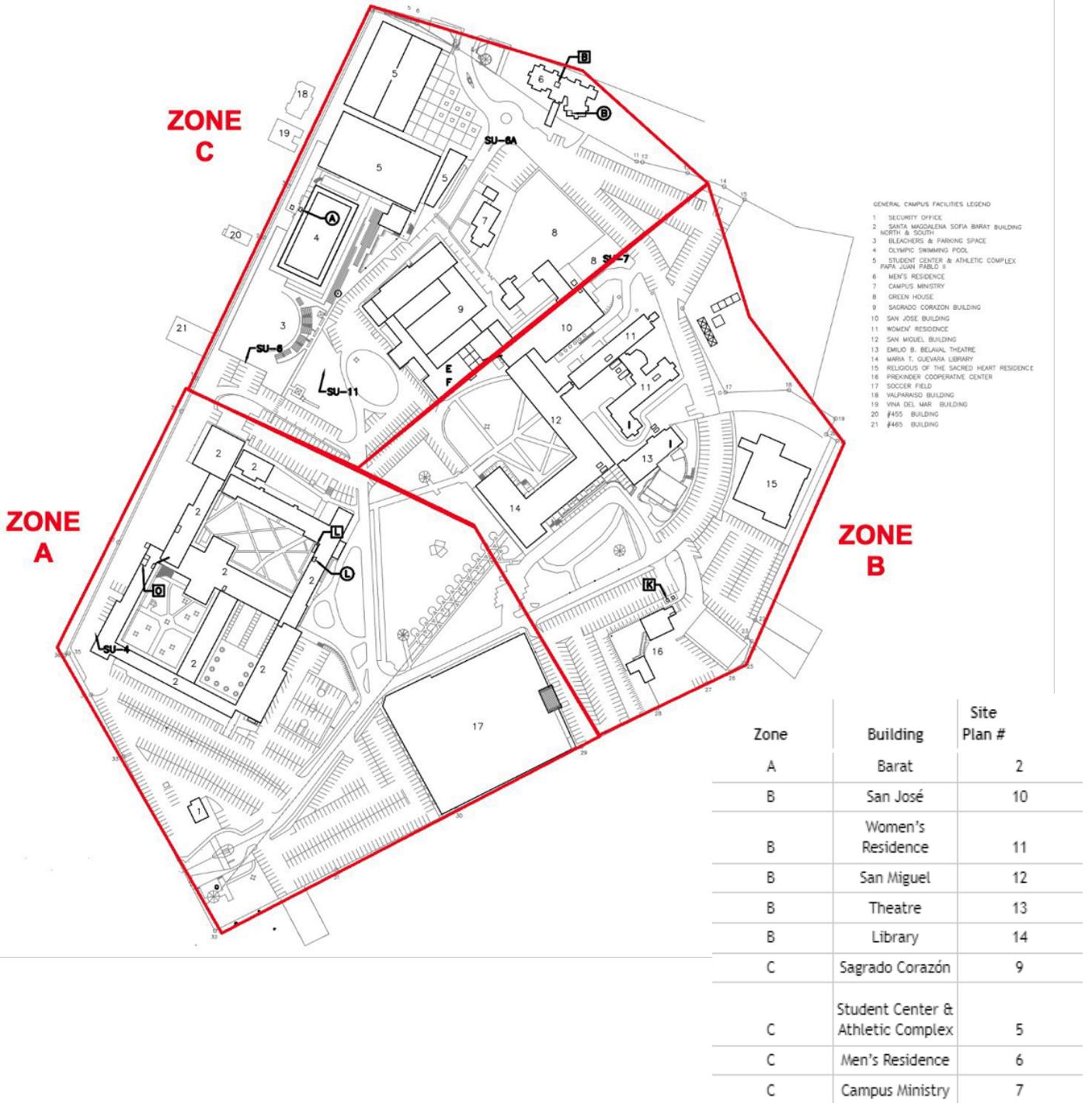
Likewise, all labor rates proposed are to be broken out by job category and represent the total labor-related cost, including all taxes, benefits, overhead, etc. No back-office administrative, reporting, invoice preparation, and/or clerical expenses will be paid.

### **13. Federal Grant Requirements**

Sagrado anticipates that some or all the costs incurred under the contract awarded pursuant to this RFP will be funded with federal funds. As such, this RFP is intended to be conducted in accordance with 2 C.F.R. Part 200, which outlines the methods of procurement and contractual requirements to be followed. Such requirements are included hereto as **Exhibit II**.

**Exhibit I to Request for Proposal for Wi-Fi 6 Infrastructure**

**A. Campus Map**



## II. Design Details

### A. Type of Access Points (per Building)

Location	Indoor	Outdoor	Total
Biblioteca	15		15
Centro de Estudiantes	16	14	30
Edificio Barat	143	34	177
Edificio Sagrado Corazón	52		52
Edificio San José	25		25
Edificio San Miguel	23	6	29
Entrada	2		2
Internacional	1		1
Pastoral	1		1
Residencia de Damas	85		85
Residencia de Varones	59		59
Teatro	4		4
<b>Total</b>	<b>426</b>	<b>54</b>	<b>480</b>

Cabel Cat 6	Total
Indoor Cable Cat 6 Drop	426
Outdoor Cable Cat 6 Drop	54

Bill of Material for Cabling	Qty
Patch Cord 3'	426
Patch Cord 5'	480
RJ 45 Connector	54
Cat 6 Keystone Connector	426
Surface Mount Single Port Keystone	426
Cable Cat 6 Exterior Box (1000')	16
Cable Cat 6 Interior Box (1000')	107
Cable Certification by TIA Standard	480

**B. Specifications for Access Points (should be comparable)**

AP Model	AP-Indoor-1	AP-Outdoor-1	AP-Indoor-2	AP-Outdoor-2	AP-Indoor-3	AP-Indoor-4
Hardware Type	Indoor AP	Ruggedized Indoor/Outdoor AP	Indoor Walljack/Desktop AP/Hospitality	Ruggedized Indoor/Outdoor AP	Indoor AP	Indoor AP
Number of Antennas	Internal x2 Dual band Wi-Fi + x2 Tri-band Wi-Fi & Scanning + 1 Single band 2.4GHz BLE/ZigBee	2 Dual Band WiFi + 1 Dual Band Scanning + 1 Single Band 2.4GHz BLE/ZigBee	3 Dual Band Internal Wi-Fi + 1 Single Band 2.4 GHz BLE/ZigBee	4 Dual Band WiFi + 1 Dual Band Scanning+ 1 Single Band 2.4GHz BLE/ZigBee	External: x4 Dual Band Wi- Fi + x4 Tri-band Wi-Fi & Scanning Internal: 1 Single Band 2.4GHz BLE/ZigBee	Internal: x4 Dual Band Wi- Fi + x4 Tri-band Wi-Fi & Scanning + 1 Single Band 2.4GHz BLE/ZigBee
Max Data Rate	Radio 1: up to 574 Mbps Radio 2: up to 1201 Mbps Radio 3: Up to 2401 Mbps	Radio 1: up to 574 Mbps Radio 2: up to 1200 Mbps Radio 3: Frequency scanning only	Radio 1: up to 574 Mbps Radio 2: up to 1200 Mbps Radio 3: Frequency scanning only	Radio 1: up to 1147 Mbps Radio 2: up to 2402 Mbps Radio 3: Frequency scanning only	Radio 1: up to 1148 Mbps Radio 2: up to 2402 Mbps Radio 3: Up to 4804 Mbps	Radio 1: up to 1148 Mbps Radio 2: up to 2402 Mbps Radio 3: Up to 4804 Mbps
Interfaces	1 100/1000/2500 Base-T RJ45, 1 10/100/1000 Base-T RJ45, 1x Type 3.0 USB, 1 RS-232 RJ45 Serial Port	2x 10/100/1000 Base-T RJ45, 1x RS-232 RJ45 Serial Port	4x 10/100/1000 Base-T RJ45 Ports (1x 802.3at PoE(PD), 1x 802.3af PoE (PSE), 2x Non-PoE Ports) 3 RJ-45 Ports (1x Pass- through in, 1x Pass- through out, 1x RS-232 Serial Port)	1x 100/1000/2500 Base-T RJ45, 1x 10/100/1000 Base-T RJ45 (802.3af PoE PSE), 1x RS-232 RJ45 Serial Port	x2 100/1000/2500/5000 Base-T RJ45, 1 Type 3.0 USB, 1 RS-232 RJ45 Serial Port	x2 100/1000/2500/5000 Base-T RJ45, 1 Type 3.0 USB, 1 RS-232 RJ45 Serial Port
Per Radio Client Capacity	Up to 512 clients per radio (Radio 1, Radio 2 and Radio 3)	Up to 512 clients per radio (Radio 1 and Radio 2)	Up to 512 clients per radio (Radio 1 and Radio 2)	Up to 512 clients per radio (Radio 1 and Radio 2)	Up to 512 clients per radio (Radio 1, Radio 2 and Radio 3)	Up to 512 clients per radio (Radio 1, Radio 2 and Radio 3)
Limited Lifetime Warranty	Yes	Yes	Yes	Yes	Yes	Yes
Type Of MIMO	2x2	2x2	2x2	4x4	4x4	4x4
Technology	WiFi 6/6E	WiFi 6	WiFi 6	WiFi 6	WiFi 6/6E	WiFi 6/6E

## **EXHIBIT II**

### **REQUIRED FEDERAL CONTRACT PROVISIONS TEMPLATE**

#### **ARTICLE I BREACH; TERMINATION & REMEDIES**

##### Section 1.1 Breach of Contract Terms

Subject to the other provisions of this Agreement, any violation or breach of terms of this Agreement on the part of the Contractor or its subcontractors, if any, may result in the suspension or termination of this Agreement or such other action, including the recovery of damages that may be necessary to enforce the rights of Sagrado. The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

##### Section 1.2 Termination with or Without Cause

Notwithstanding any provision to the contrary in this Agreement, Sagrado shall have the right to terminate this Agreement without cause by providing the Contractor thirty (30) days' notice by registered mail, return receipt requested, or overnight express mail. Any provisions of this Agreement which expressly or by implication are intended to survive its termination or expiration will survive and continue to bind the Parties.

##### Section 1.3 Unpaid Fees in case of Termination or Expiration of Agreement

Upon any termination or expiration of this Agreement, Sagrado shall promptly pay the Contractor any accrued but unpaid fees hereunder incurred prior to the effective date of such termination or expiration, as the case may be, including services rendered at the request of Sagrado (and agreed to in writing by the Parties) in connection with any transition of responsibilities hereunder and shall reimburse the Contractor for any unreimbursed expenses that are reimbursable hereunder.

##### Section 1.4 Rights and Obligations

Upon any termination or expiration of this Agreement, the rights and obligations of the Parties shall terminate, except for the rights and obligations that shall survive the termination or expiration of this Agreement.

#### **ARTICLE II EQUAL EMPLOYMENT OPPORTUNITY ACT**

##### Section 2.1 Equal Employment Opportunity

To the extent applicable, in the performance of this Agreement the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor or vendor. The Contractor will take such action with respect to any contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided however, that in the event a contractor becomes involved in, or is threatened with, litigation with a contractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency,

instrumentality or subdivision of such Government which does not participate in work on or under the contract. The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractor by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **ARTICLE III COMPLIANCE WITH DAVIS-BACON ACT**

To the extent applicable, in the performance of this Agreement:

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. The Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, the Contractor is required to pay wages not less than once a week.

#### **ARTICLE IV COMPLIANCE WITH COPELAND ANTI-KICKBACK ACT**

To the extent applicable, in the performance of this Agreement:

- a. Contractor: The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts: The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal awarding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach: A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

#### **ARTICLE V CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Section 5.1 Compliance with the Contract Work Hours and Safety Standards Act

To the extent applicable, in the performance of this Agreement:

a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

c. Withholding for unpaid wages and liquidated damages. Sagrado shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Section 5.2 Further Compliance with the Contract Work Hours and Safety Standards Act

To the extent applicable, in the performance of this Agreement:

(a) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(b) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the

Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

#### **ARTICLE VI RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

If the Federal award meets the definition of funding agreement and SAGRADO enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then Sagrado must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEDERAL AWARING AGENCY.

Therefore, to the extent applicable, in the performance of this Agreement, contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract’s and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

#### **ARTICLE VII CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

##### **Section 7.1 Clean Air Act**

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation to SAGRADO and understands and agrees that SAGRADO will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, and the Federal Program agencies, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Federal awarding agency.

##### **Section 7.2 Federal Water Pollution Control Act**

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation to SAGRADO and understands and agrees that SAGRADO will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, Federal Program agencies, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Federal awarding agency.

## **ARTICLE VIII SUSPENSION AND DEBARMENT**

The debarment and suspension regulations restrict awards, subawards, contracts, and subcontracts with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities. If applicable, a contract or subcontract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM).

In general, an “excluded” party cannot receive a federal grant award or a contract considered to be a “covered transaction,” which includes parties that receive federal funding indirectly such as subawards and subcontracts. The key to the exclusion is whether there is a covered transaction. A covered transaction is a nonprocurement transaction at either a primary or secondary tier. Specifically, a covered transaction includes the following contracts for goods or services under Federal awarding agency grant and cooperative agreement programs: (i) The contract is at least \$25,000. (ii) The contract requires the approval of Federal awarding agency, regardless of amount. (iii) The contract is for federally required audit services. (iv) It is a subcontract for \$25,000 or more.

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower-tier transaction it enters into.

c. This certification is a material representation of fact relied upon by SAGRADO. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Sagrado, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower-tier-covered transactions.

e. The Contractor certifies that, at the time of the execution of this Agreement, its principals and affiliates have not been debarred, suspended, or placed in ineligibility status under the provisions of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000 (government debarment and suspension regulations).

f. The Contractor represents and warrants that it will not enter into any contracts or subcontracts with any individual or entity which has been debarred, suspended or deemed ineligible under those provisions. During the term of this Agreement, the Contractor will periodically review [www.SAM.gov](http://www.SAM.gov) and local notices to verify the continued accuracy of this representation.

## **ARTICLE IX BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**

### **Section 9.1 Applicability**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification required certification regarding lobbying. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any

other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to Sagrado who in turn will forward the certification(s) to the federal awarding agency.

**Section 9.2 Required Certification**

If applicable, Contractor must sign and submit to Sagrado the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor’s Authorized Official

\_\_\_\_\_  
Name and Title of Contractor’s Authorized Official

\_\_\_\_\_  
Date

## **ARTICLE X PROCUREMENT OF RECOVERED MATERIALS**

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Therefore, to the extent applicable:

- a. In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— i. Competitively within a timeframe providing for compliance with the contract performance schedule; ii. Meeting contract performance requirements; or iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA designated items, is available at EPA’s Comprehensive Procurement Guidelines website: <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

## **ARTICLE XI PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

### a. Prohibitions.

Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (b) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to: i. 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; ii. 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; iii. 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; or iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, 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 as part of any system.

### b. Exceptions.

(1) This clause does not prohibit contractors from providing—

- i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

- a) Are not used as a substantial or essential component of any system; and
- b) Are not used as critical technology of any system. ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information. (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Subcontractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunication equipment or services.

e. Subcontracts. The Contractor shall insert the substance of this clause including this paragraph (e), in all subcontracts and other contractual instruments.

## **ARTICLE XII DOMESTIC PREFERENCE FOR PROCUREMENTS**

For purchases in support of Federal awarding agency declarations and awards, all Federal awarding agency recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

As applicable, and to the extent consistent with law, 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.

#### Section 12.1 Build America, Buy America – Required Use of Domestic Fiber Optic glass and Fiber Optic Cable

A. **Applicability & Scope:** Pursuant to the Infrastructure Investment and Jobs Act, 2021, Pub. L. No. 117-58, 135 Stat. 429 (Nov. 15, 2021) (ILIA) including the Build America, Buy America Act, Pub. L. No. 117-58, §§ 70901-52 (BABA), as well as guidance provided by Memorandum for Heads of Executive Departments and Agencies, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, Executive Office of the President, Office of Management and Budget (April 18, 2022) (OMB M-22-11), none of the funds provided under this award may be used for a Connecting Minority Communities (CMC) infrastructure project unless all of the fiber optic glass and fiber optic cable used in the project is produced in the United States. The Buy America domestic content procurement preference only applies to fiber optic glass and to fiber optic cable that are consumed in, incorporated into, or affixed to a CMC infrastructure project. As applicable, the requirements of this subsection must be included in all subawards and contracts, including all contracts and purchase orders for work or products pursuant to this program.

B. **Waivers:** When necessary, recipients may apply for, and DoC may grant, a waiver from the Buy America domestic content procurement preference applicable to CMC awards. When DoC has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America domestic content procurement preference in any case in which DoC determines that:

1) applying the Buy America domestic content procurement preference to the fiber optic glass and/or fiber optic cable needed for the CMC project would be inconsistent with the public interest;

2) the fiber optic glass and/or fiber optic cable needed for the CMC project are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

3) the inclusion of fiber optic glass and/or fiber optic cable needed for the CMC project and produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America domestic content procurement preference must be submitted in writing. The National Telecommunications and Information Administration (NTIA) Federal Program Officer will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver accessible at: <https://www.whitehouse.gov/omb/management/made-in-america/buildamerica-buy-america-act-federal-financial-assistance/>.

Please note that NTIA has waived the Buy America domestic content procurement preference requirement for all iron, steel, manufactured products, and construction materials used in CMC infrastructure projects, with the exceptions of fiber optic glass and fiber optic cable. See National Telecommunications and Information Administration Six-Month Adjustment Period Public Interest General Applicability Waiver, Excepting Fiber Optic Glass and Fiber Optic Cable, of the Buy America Domestic Content Procurement Preference for Recipients of Connecting Minority Communities Pilot Program Awards, which was issued by the Assistant Secretary of Commerce for Communications and Information on November 3, 2022 and is accessible at: <https://www.commerce.gov/sites/default/files/2022-11/NTIA%20Part%202%20Fiber%20Optic%20Glass%20and%20Cable%20BABA.pdf>.

Notwithstanding the NTIA waiver and excepting fiber optic glass and fiber optic cable used in a CMC project, Sagrado should, as appropriate and consistent with law and to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products). As applicable, the requirements of this subsection must be included in all subawards, including all contracts and purchase orders for work or products pursuant to this program. See 2 CFR § 200.322, Domestic preference for procurements.

C. Definitions:

"Construction materials" includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives<sup>1</sup> —that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

In the case of construction materials, all manufacturing processes for the construction material must have occurred in the United States.

"Domestic content procurement preference" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

"Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States.

## **ARTICLE XIII ACCESS TO RECORD AND RECORDS RETENTION**

### **Section 13.1 Access to Records**

The Contractor agrees to:

- a. Provide Sagrado, the Government of Puerto Rico, the Federal awarding agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. Permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. Provide the Federal awarding agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

#### Section 13.2 Contracts under a Major Disaster Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, Sagrado and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Federal awarding agency Administrator or the Comptroller General of the United States.

#### Section 13.3 Records Retention

The Contractor agrees to maintain all books, records, accounts and reports and all other records produced or collected in connection with this Agreement for a period of not less than six (6) years after the date of final payment and close-out of all pending matters related to this Agreement or the federally declared disasters. If any litigation, claim, or audit is reasonably anticipated to arise or is started before the expiration of the 6-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

### **ARTICLE XIV CONTRACT CHANGES OR MODIFICATIONS**

Sagrado may, at any time, by written order, make changes in the Services or work to be performed within the general scope of this Agreement. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made, and this Agreement shall be modified in writing accordingly. Provided, however, that no changes shall be made to the scope of the Services that would render the costs incurred in the performance of this Agreement unallowable or not allocable under, or outside the scope or not reasonable for the completion of, Federal grant awards of any U.S. Federal agency.

### **ARTICLE XV PROTECTION OF WHISTLEBLOWER**

The awarded contract will be subject to the whistleblower protections afforded by 41 U.S.C. § 4712 (Enhancement of contractor protection from reprisal for disclosure of certain information).

Contractor must inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

### **ARTICLE XVI PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by federal law, regulation, executive order, policy, procedure, directive, Federal grant award or agreement, or cooperative agreement with any Federal agency to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein.<sup>10</sup> If, through mistake or otherwise, any provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall be amended to make such insertion or correction.

**APPENDIX A**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION**  
**AND OTHER RESPONSIBILITY MATTERS**

By signing this Certification, \_\_\_\_\_ certifies that the firm, business, and/or person submitting the proposal has not been suspended, debarred or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or local government. Signing this Certification without disclosing all pertinent information about a debarment or suspension shall result in rejection of the proposal or cancellation of a contract. Universidad del Sagrado Corazón, Inc. also may exercise any other remedy available by law.

**In witness whereof**, I affirm and sign the herein document in \_\_\_\_\_, Puerto Rico, this \_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
(Printed Name of Contractor)

By: \_\_\_\_\_  
(Signature of Contractor)

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Position)

Affidavit No. \_\_\_\_\_

Duly sworn and subscribed before me by \_\_\_\_\_, of legal age, (civil status), occupation) and resident of \_\_\_\_\_, in his/her capacity of \_\_\_\_\_ of \_\_\_\_\_, who I have identified by means of \_\_\_\_\_, in \_\_\_\_\_, Puerto Rico this \_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Public Notary

**APPENDIX B**

**LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Proposer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proponent understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date