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 o' 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 <u>COMPLIANCE WITH DAVIS-BACON ACT</u>

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 <u>COMPLIANCE WITH COPELAND ANTI-KICKBACK ACT</u>

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 AWARDING 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 Contactor 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 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 <u>DOMESTIC PREFERENCE FOR PROCUREMENTS</u>

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 additives1 —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.10 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.