Contract Transmittal Form for Signature

Vendor: Powercomm

Total Contract Amount: Not to exceed $360,000

Term Effective: July 24th, 2019

Termination Date: May 30th, 2020

Program: Bottom Up Destination Recovery Initiative – EDA Grant

Budget Line Item: Supplies/Cisterns

Payment Terms: Upon invoice of work incurred or purchases made.

Hours approved: N/A

Contract Prepared by: PMA/Luz Rodriguez

Summary of Deliverables:
  o Install up to 180 cisterns in the 6 bottom up regions

Finance Check List:
X Signed Vendor Ethics Form
X Vendor Information Form on File
X Merchant Register (Registro de Comerciante)
X SAM Record Check on File (If applicable)
___ Withholding Waiver (If Applicable)
CISTERN INSTALLATION AGREEMENT

This Cistern Installation Agreement (the "Agreement") is entered into by and between POWERCOMM, INC. (the "CONTRACTOR"), a corporation duly organized and existing under the laws of the Commonwealth of Puerto Rico, and FOUNDATION FOR PUERTO RICO, INC. (the "CLIENT"), a not for profit corporation duly organized and existing under the laws of the Commonwealth of Puerto Rico. CONTRACTOR and CLIENT shall also individually be referred to as a "Party" and collectively as the "Parties."

WHEREAS, CONTRACTOR is engaged in the business of performing construction and installing equipment; and

WHEREAS, CLIENT wishes to engage CONTRACTOR to conduct the installation of potable water cisterns at certain properties identified by CLIENT located in different Municipalities throughout Puerto Rico (each a "Site"), and CONTRACTOR is willing to conduct such work subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, CLIENT and CONTRACTOR agree as follows:

Section 1. Work. CONTRACTOR shall conduct work required for the installation of above-ground potable water cisterns and other equipment required for the operation thereof at each Site described in the Proposal attached hereto as Exhibit A (the "Proposal") and in accordance with the requirements of this Agreement (the "Work"). CONTRACTOR shall furnish all labor, materials, tools, equipment, supplies, services, supervision, insurance, warranty and management necessary to complete the Work.

Section 2. Schedule and Completion.

(a) Schedule. CONTRACTOR shall commence the Work for each Site on the date established therefor in the Schedule included in the Proposal (the "Schedule") and shall diligently prosecute, perform and complete the Work, without interruptions, in accordance with the specifications and requirements of this Agreement and to the satisfaction of CLIENT, by no later than the completion date established therefor in the Schedule (the "Completion Date").

(b) Completion and Acceptance of Work. CONTRACTOR shall provide written notice to CLIENT upon CONTRACTOR’s due completion of the Work for each Site. CLIENT shall then visually inspect the Work for each Site in order to determine if it complies with its specifications set forth herein and in the Proposal. Upon completion of such a visual inspection with respect to a Site, CLIENT shall provide CONTRACTOR with either (i) a written notice of acceptance of the Work for such Site, subject to any post-completion warranties or other remaining obligations of CONTRACTOR, or (ii) a written notice of any apparent defect(s) in the Work for such Site. If CLIENT notifies CONTRACTOR of any apparent defect(s) in the Work for a Site, CONTRACTOR shall have ten (10) days from receiving such written notice from CLIENT (or such longer period if mutually agreed upon) to correct such defect(s) for such Site. If CONTRACTOR corrects such defect(s) within such time period to CLIENT’s satisfaction, then CLIENT shall provide CONTRACTOR a written notice of acceptance of the Work, subject to any post-completion warranties or other remaining obligations of CONTRACTOR. If such defects are not corrected within such time period, then CLIENT shall have a right to terminate this Agreement pursuant to Section 6 hereof. It shall be a condition precedent to final payment to CONTRACTOR under Section 3 of this Agreement that CLIENT provide CONTRACTOR a written acceptance of the Work for every Site.
(c) Time is of the Essence. The CONTRACTOR recognizes that time is of the essence in this Agreement and that CLIENT will suffer financial loss if the Work is not completed as provided in the schedule specified in Section 2(a) above.

Section 3. Amount and Payment.

(a) Agreement Amount. In consideration for the full and timely performance of the Work in accordance with the Proposal and this Agreement, CLIENT shall pay CONTRACTOR an amount not to exceed $360,000.00 (the “Agreement Amount”), as established in the Proposal. The Agreement Amount covers all aspects of the Work, including all labor, materials (including without limitation, the potable water cisterns), tools, equipment, supplies, services, supervision, insurance, warranty and management and any other costs associated with CONTRACTOR’s compliance with the requirements of this Agreement. The Agreement Amount also includes all applicable present and prospective Puerto Rico, federal, local, municipal and other taxes imposed by law related to labor, services, materials, equipment and other items acquired or used in connection with the Work including, but not limited to, sales, use, value added, excise and personal property tax payable by, or levied against, CLIENT. The Agreement Amount shall be subject to any applicable government required retentions.

(b) Cost Increases. CONTRACTOR acknowledges that the costs of labor, materials and equipment necessary to perform the Work may increase during the performance of the Work and that it may experience difficulty in obtaining the type of labor, materials and equipment required for the Work. CONTRACTOR represents that it has considered these risks in agreeing to the Agreement Amount and the Schedule and any claim that arises, for an increase in the Agreement Amount based on increases or escalations in labor, material or equipment costs or rates, overhead, general or administrative expenses, will be discussed by the Parties and subject to a change order or amendment to the Work or this Agreement, if necessary. The foregoing notwithstanding, CLIENT may approve a claim from CONTRACTOR for any direct cost increase due to delays caused as a direct result of the acts or omissions of the CLIENT.

(c) Adjustments. The Agreement Amount may be adjusted in case additional work (not described in the Proposal) is needed or any Work is determined not to be needed, pursuant to a Change Order to be requested and approved in writing by CLIENT before CONTRACTOR incurs in the additional work or suspends any unnecessary Work. The term “Agreement Amount” shall mean such adjusted Agreement Amount.

(d) Payment. Payment to CONTRACTOR of the Agreement Amount shall be made within thirty (30) calendar days after CLIENT has declared the Work to be complete for each Site. Nevertheless, CLIENT recognizes and agrees to pay the CONTRACTOR the required deposit amounts, as established in the Proposal, for each region included in the Schedule upon presentation of the corresponding quote or invoice. Payment of all or part of the Agreement Amount shall not constitute acceptance by CLIENT of latent or patent defects in work, materials or equipment. Acceptance of final payment by CONTRACTOR shall constitute a waiver and release by CONTRACTOR of all claims for damages or additional compensation of any kind.

(e) Withholding of Payments. Payment may be withheld from CONTRACTOR for failing to comply fully with this Agreement, including, but not limited to, (a) failing to remedy defective work or materials, (b) damaging any of the Sites, (c) causing or permitting the filing of liens or claims by third parties, (d) failing to promptly pay subcontractors and suppliers, and (d) failing to pay any debt or obligation owed to CLIENT. Any amount so withheld shall not be paid until the cause for withholding has been removed by CONTRACTOR and satisfactory evidence to that effect has been furnished to CLIENT.

Section 4. Performance of Work.

(a) Compliance with Laws; Permits. CONTRACTOR agrees to perform all the Work in accordance with applicable federal, state and local laws, regulations, codes and ordinances having jurisdiction
over such Work at the time the Work is performed, and CONTRACTOR shall secure all construction, operating and other approvals, licenses, registrations, certificates and permits that may be required for the proper execution and completion of the Work, including those required from the Office of Permits Management (OGPE, by its Spanish acronym), any Municipality and any other governmental authority with jurisdiction. Prior to commencing Work for every Site, CONTRACTOR shall provide to CLIENT evidence of having obtained all required permits and licenses applicable in connection therewith.

(b) Inspection and Examination. CONTRACTOR hereby acknowledges that prior to the execution of the Work, CONTRACTOR will examine and inspect each of the Sites. CONTRACTOR will thereby determine if all field conditions at the Site are acceptable for the proper performance of the Work in accordance with all applicable laws and regulations, and submit an updated quote of each site, according to the levels included in the Proposal, for CLIENT’s approval.

(c) Safety. CONTRACTOR shall establish and implement at all times during performance of the Work, and shall cause all subcontractors or agents to establish and implement during such time, safety precautions and programs to conform with applicable provisions of federal, state and local occupational safety or health laws, codes, rules, regulations, ordinances or other requirements to prevent injury to persons or damage to property on, about or adjacent to the Site.

(d) Environmental Compliance. Without limiting the generality of Section 4(a), CONTRACTOR shall not dump, spill, release, discharge or otherwise dispose of at the Site any pollutant, contaminant, special waste or hazardous or toxic substance, chemical, material or waste as so defined under federal, state or local laws or regulations (“Regulated Substances”) and shall comply with all provisions of applicable laws, regulations and rules relating to the use, handling, storage and disposal of any Regulated Substances associated with the Work.

Section 5. Representations and Warranties.

(a) CONTRACTOR represents and warrants to Client that: (i) it is fully familiar with the details of the Work and with all other related activities required to complete the Work; (ii) it has all pertinent licenses, registrations and permits to operate its business; (iii) it possesses the skill, experience and competency, as well as the resources and financial ability, to complete the Work expeditiously; (iv) it will perform the Work in accordance with the Proposal, in a good and workmanlike manner and in strict accordance with industry standards; and (iv) it will use only skilled and competent labor, experienced in their respective trades and work.

(b) CONTRACTOR also warrants to CLIENT that the equipment and materials under this Agreement will be new or of recent manufacture unless otherwise specified by CLIENT, and that such equipment and materials shall be free from defective or improper workmanship.

(c) The warranties as to the Work, equipment and materials shall be for a minimum of one (1) year. All warranties under this Agreement shall survive any termination under Section 6 of this Agreement and shall run from the date of completion of the Work. Without limiting the foregoing, CONTRACTOR expressly assumes all applicable statutory warranties and obligations in favor of CLIENT with respect to the Work.

Section 6. Termination.

(a) Termination by CLIENT for Cause. Without waiving any other legal rights it may have, CLIENT may terminate this Agreement in whole or in part by written notice to CONTRACTOR in the event: (i) CONTRACTOR fails to perform or breaches any of the material representations, warranties or terms of this Agreement or fails to make progress so as to endanger the performance of this Agreement in accordance with its terms or the Schedule; or (ii) any of the Work, equipment or materials is not in accordance with this Agreement or are defective in workmanship or quality and not remedied by CONTRACTOR within ten (10)
days of receiving written notice from CLIENT (or such longer period if mutually agreed upon). CLIENT shall not be responsible for any costs incurred by CONTRACTOR due to CLIENT's termination for cause hereunder, including, but not limited to, CONTRACTOR’s costs for equipment or materials not accepted by CLIENT or Work in process by CONTRACTOR.

(b) CLIENT’s Right to Assume Work. Upon termination for default, CLIENT may assume and complete the Work by whatever means CLIENT deems expedient and proper and take possession of all materials and equipment located at the Site. In the event that the unpaid balance of the Agreement Amount exceeds the costs to CLIENT of finishing the Work, the balance of the Agreement Amount shall be used to pay any outstanding amounts payable to Contractor for the portion of the Work completed by Contractor, less any damages, costs or expenses due. CONTRACTOR shall assign to CLIENT, upon request, its rights under any subcontracts and purchase orders in connection with the Work.

(c) Termination by CLIENT for Convenience. Upon written notice to CONTRACTOR, CLIENT shall have the right to terminate this Agreement for convenience. In the event of a termination for convenience, CONTRACTOR shall be entitled to payment under this Agreement for the Work properly performed prior to termination, plus all other reasonable and unavoidable direct costs to CONTRACTOR for demobilizing its field forces and equipment and terminating any subcontracts and purchase orders. CONTRACTOR shall receive no compensation other than the aforementioned amounts and expressly waives any claim for lost profits, compensation and damages beyond such amounts. CONTRACTOR shall, at its own expense, defend (if requested by CLIENT), indemnify and hold harmless CLIENT from any claims by subcontractors or suppliers based upon a termination under this Section.

(d) Termination by CONTRACTOR. CONTRACTOR may terminate this Agreement only if CLIENT fails to pay amounts when due under this Agreement and the failure persists for sixty (60) calendar days after CLIENT has received written notice from CONTRACTOR specifying the alleged failure to make payment and asserting it as a basis for termination, unless CLIENT has questioned or disputed, in writing, the amount or obligation to pay CONTRACTOR. In the event that CONTRACTOR terminates this Agreement under this Section 6, CONTRACTOR’s measure of damages shall be limited to the amount CONTRACTOR has earned under this Agreement through the date of termination, plus all other reasonable and unavoidable direct costs to CONTRACTOR for demobilizing its field forces and equipment and terminating subcontracts and purchase orders. CONTRACTOR shall receive no compensation other than the aforementioned amounts and expressly waives any claim for lost profits, compensation and damages beyond such amounts.

Section 7. Insurance.

(a) Required Policies/Coverage. Separately and unrelated to the provisions of Section 8, CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement and thereafter as provided herein, the following policies of insurance covering all Work and activities under this Agreement: (i) Worker’s Compensation Insurance in accordance with applicable Puerto Rico and federal law; (ii) Public Liability Insurance safeguarding CONTRACTOR against liability for injuries to persons (including death), and damage to, or destruction of, property, in an amount not less than [$1,000,000] to cover injury or death of any one person, [$1,000,000] to cover injury or death to two or more persons in any one accident, and [$1,000,000] to cover property damage; and (iii) such other coverages as may be requested by CLIENT. CONTRACTOR shall be responsible for compliance with the Workmen Compensation Insurance requirements by all its contractors and subcontractors.

(b) Additional Requirements. CLIENT shall be named as additional insured under the required insurance policies. CONTRACTOR shall provide an endorsement with hold-harmless agreement in favor of CLIENT naming CLIENT as “additional insured” and stating that the underlying policies shall not be canceled or changed without thirty (30) calendar days written prior notice to CLIENT. All liability policies of CONTRACTOR shall include a severability of interest clause so that CLIENT is not constrained from claiming under such policy for damage to CLIENT property on the basis that CLIENT is named as an
additional insured. At the execution of this Agreement, CONTRACTOR shall submit to CLIENT a certificate from the State Insurance Fund showing that all personnel employed for the Work is covered by the Worker’s Compensation Insurance and a certificate of insurance from an insurance carrier duly licensed to do business in Puerto Rico certifying that all of the other required insurance coverage has been obtained and paid by CONTRACTOR.

**Section 8. Indemnification.** CONTRACTOR shall indemnify, defend and hold harmless CLIENT, its directors, officers, agents and employees from and against any and all costs, expenses, damages, claims, suits, actions, liabilities, losses and judgments, including, without limitation, attorneys' fees and legal expenses of third parties arising out of the performance of the Work, breach of any representation or warranty and CONTRACTOR's other obligations under this Agreement, or otherwise in connection with the willful or negligent acts or omissions of CONTRACTOR, its employees, agents, subcontractors or suppliers.

**Section 9. Taxes.** CONTRACTOR shall indemnify and hold harmless CLIENT against any penalty, additional tax or interest that may be assessed or levied as a result of the failure of CONTRACTOR to invoice or remit any such tax, or to file any return, form or information statement that may be required to be filed with any governmental agency.

**Section 10. Independent Contractor Status.** The relationship of CONTRACTOR to CLIENT shall be that of an independent contractor rendering services. Nothing contained herein shall be deemed to create the relationship of employer and employee, or principal and agent, joint venturer or partner between CONTRACTOR and CLIENT.

**Section 11. Federal Provisions.** CONTRACTOR acknowledges that CLIENT shall pay for the Work in part with funds made available through a grant issued by the Economic Development Administration, which forms part of the Department of Commerce of the United States. Accordingly, CONTRACTOR agrees that it shall abide at all times with the provisions set forth in Exhibit B hereto, compliance with which, to the extent applicable to the Work, is required in connection with contracts paid for in whole or in part with funding provided by the Economic Development Administration.

**Section 12. General Provisions.**

(a) **Notices.** All notices, accountings, payments, etc., which either Party wishes or is required to give to the other shall be given in writing by personal delivery, overnight courier, or sent by United States mail postage prepaid, return receipt requested, or facsimile transmission acknowledged as received followed by personal or mail delivery addressed as follows:

**To CLIENT:**

FOUNDATION FOR PUERTO RICO, INC.
1500 Calle Antonsanti
Suite K - Colaboratorio
San Juan, Puerto Rico 00912
Attention: Annie Mayol
Email: annie.mayol@foundationpr.org

**To CONTRACTOR:**

POWERCOMM, INC.
PO Box 140607
Arecibo, Puerto Rico 00614
Attention: Quintin Ramos
Email: qramos@pci247.com
All such notices shall be effective upon receipt. Either Party may change its notice address by a notice given to the other in the manner provided for in this Section.

(b) **Governing Law.** The laws of the Commonwealth of Puerto Rico shall be applicable to the interpretation of this Agreement.

(c) **Waiver.** The waiver of any of the terms or provisions of this Agreement in any one or more instances shall not be deemed a permanent waiver thereof or a waiver of this entire Agreement. No waiver shall be effective unless in writing signed by the waiving Party.

(d) **Severability.** In the event that any provision of this Agreement shall be held illegal or otherwise unenforceable, such provision shall be severed and the entire Agreement shall not fail on account thereof and the balance of this Agreement shall continue in full force and effect.

(e) **Headings.** The captions and headings in this Agreement are inserted only as a matter of convenience and for reference and in no way define the scope or content of this Agreement or the construction of any provision hereof or of any document or instrument referred to herein.

(f) **Assignment.** CONTRACTOR may not assign or transfer this Agreement or any of its rights or duties under this Agreement without the prior written consent of CLIENT, and any such attempt to transfer will be deemed null and void.

(g) **Entire Agreement/Modification.** This Agreement constitutes the entire agreement between CLIENT and CONTRACTOR relating to the transactions contemplated hereby. This Agreement may not be modified or amended except by a written agreement signed by an authorized representative of each Party.

**IN WITNESS THEREOF,** the Parties hereof sign this Agreement this 24th day of July, 2019.

**CONTRACTOR:**

POWERCOMM, INC.

By: [Signature]

Name: Ing. Quintin Ramos
Title: President

**CLIENT:**

FOUNDATION FOR PUERTO RICO, INC.

By: [Signature]

Name: Annie Mayol
Title: President & COO
Proposal

[To come]
Declaración de Intelectual, Propietaria y Confidencial

Este documento contiene información intelectual, propietaria y confidencial de PowerComm, Inc. La información es para el uso exclusivo del cliente y el personal asignado a la evaluación de las propuestas. Este documento no puede ser duplicado, publicado, distribuido o discutido en su totalidad o partes de los mismos, por cualquier otra persona sin el consentimiento expreso y por escrito de PowerComm, Inc.
**Level 2: Additional materials needed for installation when current infrastructure is not enough to support the cistern.**

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<td>Materiales Miscelaneos instalación</td>
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<td><strong>$ 2,159.00</strong></td>
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**Note: Total Calculation: 180 Total Cisterns x 10% Level 2 estimate = 18 Cisterns**

***Level 3: Free standing installation of cistern when no structure exists to support it. For example, will need to purchase materials including but not limited to metal supports, cement, metal brackets, etc.***

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**Note: Total Calculation: 180 Total Cisterns x 25% Level 3 estimate = 45 Cisterns**
A continuación, se presenta algunas referencias de proyectos similares y referencias comerciales. En adición, adjunto se incluye nuestro perfil corporativo

**Referencias de Proyectos Similares**
- a. Garaje Yonsue
  - i. Agustín Cardona, 787-925-8668
- b. Planta Solar
  - i. Abner Cruz, 787-636-1559
- c. Marina Puerto del Rey, Ciudadela
  - i. Jonathan Tulier, 787-379-2449

**Referencias Comerciales**
- d. HQJ Pumbing Supplies
  - i. Efraín González, 787-612-6014
- e. Wholesale Electric
  - i. Daniel Ríos, 87-944-9170
- f. Warren del Caribe
  - i. Yamil Garip, 787-406-5726

*Itinerario de Instalación*
- Aguadilla e Isabela – julio a septiembre 2019
- Cabo Rojo y San Germán – julio a septiembre 2019
- Manatí y Barceloneta – octubre a diciembre 2019
- Camuy y Arecibo – octubre a diciembre 2019
- Naguabo y Ceiba – marzo a mayo 2020
- Adjuntas y Utuado – marzo a mayo 2020

Nota: Sujeto a previa coordinación de acceso a las facilidades con clientes.
Declaración de Intelectual, Propietaria y Confidencial

Este documento contiene información intelectual, propietaria y confidencial de PowerComm, Inc. La información es para el uso exclusivo del cliente y el personal asignado a la evaluación de las propuestas. Este documento no puede ser duplicado, publicado, distribuido o discutido en su totalidad o partes de los mismos, por cualquier otra persona sin el consentimiento expreso y por escrito de PowerComm, Inc.
1 de junio de 2019

Foundation of Puerto Rico

Ing. Quintín Ramos
PowerComm, Inc.

Cc: Eric Ramos

Asunto: **Venta e Instalación de Cisternas de Agua**

Agradecemos la oportunidad de presentarle nuestra propuesta para la entrega e instalación de Cisterna para Reserva de Agua Potable.

Como podrá apreciar en la documentación adjunta, nuestra propuesta incluye todos los componentes necesarios para la entrega de una solución completa. También incluyo la información de los productos cotizados en adición a nuestro perfil corporativo.

Nuestra solución incluye una solución de primer orden que cumple con todos los requisitos establecidos a través de los requisitos del proyecto, por ejemplo:

- Cisterna en plástico UV doble capa de 530 galones de capacidad
- Bomba de agua ¾ HP
- Tanque presurizado: 4.6 Galones
- Filtro Sedimentación 5 micrones
- Boya, Sensor Level, Check Valve, Sigot
- Tubería CPVC y materiales eléctricos
- Instalación y puesta en marcha

Estamos disponibles para aclarar cualquier pregunta o duda que pueda surgir mientras evalúan nuestra propuesta y le reiteramos que será un honor formar parte de su equipo de trabajo.
**Level 2: Additional materials needed for installation when current infrastructure is not enough to support the cistern.**

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**pu Cost w/Install:** $2,159.00

**Note: Total Calculation: 180 Total Cisterns x 10% Level 2 estimate = 18 Cisterns**

**Level 3: Free standing installation of cistern when no structure exists to support it. For example, will need to purchase materials including but not limited to metal supports, cement, metal brackets, etc.**

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**pu Cost w/Install:** $2,559.00

**Note: Total Calculation: 180 Total Cisterns x 25% Level 3 estimate = 45 Cisterns**
1. Información General de la Empresa
   Nombre de Empresa : PowerComm, Inc.
   Tax-ID : 66-0636423
   DUNS : 176411663
   Year Established : 1/1/2004

2. Tabla de Especificaciones

<table>
<thead>
<tr>
<th>Capacity of Water Cisterns</th>
<th>530 galones</th>
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<tbody>
<tr>
<td>Material</td>
<td>Polietileno con tratamiento UV</td>
</tr>
<tr>
<td>Lifetime</td>
<td>25 años</td>
</tr>
<tr>
<td>Warranty</td>
<td>1 año</td>
</tr>
<tr>
<td>Other Comments</td>
<td>Fabricado con materia prima virgen aprobada por la F.D.A.</td>
</tr>
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</table>

3. Tabla de Precio
Según solicitado se presentan los precios de acuerdo al nivel (Level 1, 2 y 3 para los estimados correspondientes 65, 10 y 25% respectivamente). Se requiere un 50% de depósito.

*Level 1: Minimal materials & and installation in existing structures.

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<tr>
<th>Qty</th>
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pu Cost w/Install: $1,379.49

*Note: Total Calculation: 180 Total Cisterns x 65% Level 1 estimate = 117 Cisterns
Federal Provisions

G. NATIONAL POLICY REQUIREMENTS

.01 United States Laws and Regulations

This award is subject to the laws and regulations of the United States. The recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

.02 Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. The recipient agrees to comply with the non-discrimination requirements below:


1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;

2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;

3. The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.

For purposes of complying with the accessibility standards set forth in 15 C.F.R. § 8b.18(c), non-federal entities must adhere to the regulations, published by the U.S. Department of Justice, implementing Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285) and Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286). The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design” (2010 Standards), which replace and supersede the former Uniform Federal Accessibility Standards for new construction and alteration projects;
5. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance; and
6. Any other applicable non-discrimination law(s).

b. Other Provisions

1. Parts II and III of E.O. 11246 (Equal Employment Opportunity, 30 FR 12319), which requires Federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of E.O. 11246 and Department of Labor regulations implementing E.O. 11246 (41 C.F.R. § 60-1.4(b)).

2. E.O. 13166 (65 FR 50121, Improving Access to Services for Persons with Limited English Proficiency), requiring Federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them. The DOC issued policy guidance on March 24, 2003 (68 FR 14180) to articulate the Title VI prohibition against national origin discrimination affecting LEP persons and to help ensure that non-Federal entities provide meaningful access to their LEP applicants and beneficiaries.

c. Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it is an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual’s race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, “a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.”

.03 LOBBYING RESTRICTIONS


Non-Federal entities must comply with 2 C.F.R. § 200.450 (Lobbying), which incorporates the provisions of 31 U.S.C. § 1352; and OMB guidance and notices on lobbying restrictions. In addition, non-Federal entities must comply with the DOC regulations published at 15 C.F.R. Part 28, which implement the New Restrictions on Lobbying. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal Government in connection with the award, and require the disclosure of the use of non-Federal funds for lobbying. Lobbying includes attempting to improperly influence, meaning any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter, either directly or indirectly. Costs incurred on to improperly influence are unallowable. See 2 C.F.R. § 200.450(b) and (c).

3 As amended by E.O. 11375(32 FR 14303), E.O. 12086 (43 FR 46501), and E.O. 13672 (79 FR 42971).
b. Disclosure of Lobbying Activities

Any recipient that receives more than $100,000 in Federal funding and conducts lobbying with non-federal funds in connection with a covered Federal action must submit a completed Form SF-LLL (Disclosure of Lobbying Activities). The Form SF-LLL must be submitted within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The recipient must submit any required Forms SF-LLL, including those received from subrecipients, contractors, and subcontractors, to the Grants Officer.

.04 Environmental Requirements

Environmental impacts must be considered by Federal decision makers in their decisions whether or not to approve: (1) a proposal for Federal assistance; (2) the proposal with mitigation; or (3) a different proposal having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts that projects funded with Federal assistance may have on the environment. Each non-Federal entity must comply with all environmental standards, to include those prescribed under the following statutes and E.O.s, and must identify to the awarding agency any impact the award may have on the environment. In some cases, award funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit additional environmental compliance information sufficient to enable the DOC to make an assessment on any impacts that a project may have on the environment.

a. The National Environmental Policy Act (42 U.S.C. §§ 4321 et seq.)

The National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) implementing regulations (40 C.F.R. Parts 1500 through 1508) require that an environmental analysis be completed for all major Federal actions to determine whether they have significant impacts on the environment. NEPA applies to the actions of Federal agencies and may include a Federal agency’s decision to fund non-Federal projects under grants and cooperative agreements when the award activities remain subject to Federal authority and control. Non-Federal entities are required to identify to the awarding agency any direct, indirect or cumulative impact an award will have on the quality of the human environment, and assist the agency in complying with NEPA. Non-Federal entities may also be requested to assist DOC in drafting an environmental assessment or environmental impact statement if DOC determines such documentation is required, but DOC remains responsible for the sufficiency and approval of the final documentation. Until such time as the appropriate NEPA documentation is complete and in the event that any additional information is required during the period of performance to assess project environmental impacts, funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit the appropriate environmental information and NEPA documentation sufficient to enable DOC to make an assessment on any impacts that a project may have on the environment.

Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. § 470f) and the Advisory Council on Historic Preservation (ACHP) implementing regulations (36 C.F.R. Part 800) require that Federal agencies take into account the effects of their undertakings on historic properties and, when appropriate, provide the ACHP with a reasonable opportunity to comment. Historic properties include but are not necessarily limited to districts, buildings, structures, sites and objects. In this connection, archeological resources and sites that may be of traditional religious and cultural importance to Federally-recognized Indian Tribes, Alaskan Native Villages and Native Hawaiian Organizations may be considered historic properties. Non-Federal entities are required to identify to the awarding agency any effects the award may have on properties included on or eligible for inclusion on the National Register of Historic Places. Non-Federal entities may also be requested to assist DOC in consulting with State or Tribal Historic Preservation Officers, ACHPs or other applicable interested parties necessary to identify, assess, and resolve adverse effects to historic properties. Until such time as the appropriate NHPA consultations and documentation are complete and in the event that any additional information is required during the period of performance in order to assess project impacts on historic properties, funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit any information sufficient to enable DOC to make the requisite assessment under the NHPA.


c. Executive Order 11988 (Floodplain Management) and Executive Order 11990 (Protection of Wetlands)

Non-Federal entities must identify proposed actions in Federally defined floodplains and wetlands to enable DOC to make a determination whether there is an alternative to minimize any potential harm.

d. Clean Air Act (42 U.S.C. §§ 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”)

Non-Federal entities must comply with the provisions of the Clean Air Act (42 U.S.C. §§ 7401 et seq.), Clean Water Act (33 U.S.C. §§ 1251 et seq.), and E.O. 11738 (38 FR 25161), and must not use a facility on the Environmental Protection Agency’s (EPA) List of Violating Facilities (this list is incorporated into the Excluded Parties List System found at
the System for Award Management (SAM) website located SAM.gov in performing any award that is nonexempt under 2 C.F.R. § 1532, and must notify the Program Officer in writing if it intends to use a facility that is on the EPA List of Violating Facilities or knows that the facility has been recommended to be placed on the List.

e. The Flood Disaster Protection Act (42 U.S.C. §§ 4002 et seq.)

Flood insurance, when available, is required for Federally assisted construction or acquisition in flood-prone areas. Per 2 C.F.R. § 200.447(a), the cost of required flood insurance is an allowable expense, provided that it is reflected in the approved project budget.

f. The Endangered Species Act (16 U.S.C. §§ 1531 et seq.)

Non-Federal entities must identify any impact or activities that may involve a threatened or endangered species. Federal agencies have the responsibility to ensure that no adverse effects to a protected species or habitat occur from actions under Federal assistance awards and conduct the reviews required under the Endangered Species Act, as applicable.

g. The Coastal Zone Management Act (16 U.S.C. §§ 1451 et seq.)

Funded projects must be consistent with a coastal State’s approved management program for the coastal zone.

h. The Coastal Barriers Resources Act (16 U.S.C. §§ 3501 et seq.)

Only in certain circumstances can Federal funding be provided for actions within a Coastal Barrier System.

i. The Wild and Scenic Rivers Act (16 U.S.C. §§ 1271 et seq.)

This Act applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system.


This Act precludes Federal assistance for any project that the EPA determines may contaminate a sole source aquifer so as to threaten public health.

k. The Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.)

This Act regulates the generation, transportation, treatment, and disposal of hazardous wastes, and also provides that non-Federal entities give preference in their procurement programs to the purchase of recycled products pursuant to EPA guidelines.

These requirements address responsibilities related to hazardous substance releases, threatened releases and environmental cleanup. There are also reporting and community involvement requirements designed to ensure disclosure of the release or disposal of regulated substances and cleanup of hazards to state and local emergency responders.

m. Executive Order 12898 ("Environmental Justice in Minority Populations and Low Income Populations")

Federal agencies are required to identify and address the disproportionately high and adverse human health or environmental effects of Federal programs, policies, and activities on low income and minority populations.

n. The Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)

Non-Federal entities must identify to DOC any effects the award may have on essential fish habitat (EFH). Federal agencies which fund, permit, or carry out activities that may adversely impact EFH are required to consult with the National Marine Fisheries Service (NMFS) regarding the potential effects of their actions, and respond in writing to NMFS recommendations. These recommendations may include measures to avoid, minimize, mitigate, or otherwise offset adverse effects on EFH. In addition, NMFS is required to comment on any state agency activities that would impact EFH. Provided the specifications outlined in the regulations are met, EFH consultations will be incorporated into interagency procedures previously established under NEPA, the ESA, Clean Water Act, Fish and Wildlife Coordination Act, or other applicable statutes.

o. Clean Water Act (CWA) Section 404 (33 U.S.C. § 1344)

CWA Section 404 regulates the discharge of dredged or fill material into waters of the United States, including wetlands. Activities in waters of the United States regulated under this program include fill for development, water resource projects (such as levees and some coastal restoration activities), and infrastructure development (such as highways and airports). CWA Section 404 requires a permit from the U.S. Army Corps of Engineers before dredged or fill material may be discharged into waters of the United States, unless the activity is exempt from Section 404 regulation (e.g., certain farming and forestry activities).


A permit may be required from the U.S. Army Corps of Engineers if the proposed activity involves any work in, over or under navigable waters of the United States.
Recipients must identify any work (including structures) that will occur in, over or under navigable waters of the United States and obtain the appropriate permit, if applicable.


A number of prohibitions and limitations apply to projects that adversely impact migratory birds and bald and golden eagles. Executive Order 13186 directs Federal agencies to enter a Memorandum of Understanding with the U.S. Fish and Wildlife Service to promote conservation of migratory bird populations when a Federal action will have a measurable negative impact on migratory birds.

r. Executive Order 13112 (Invasive Species, February 3, 1999)

Federal agencies must identify actions that may affect the status of invasive species and use relevant programs and authorities to: (i) prevent the introduction of invasive species; (ii) detect and respond rapidly to and control populations of such species in a cost-effective and environmentally sound manner; (iii) monitor invasive species populations accurately and reliably; (iv) provide for restoration of native species and habitat conditions in ecosystems that have been invaded; (v) conduct research on invasive species and develop technologies to prevent introduction and provide for environmentally sound control of invasive species; and (vi) promote public education on invasive species and the means to address them. In addition, an agency may not authorize, fund, or carry out actions that it believes are likely to cause or promote the introduction or spread of invasive species in the United States or elsewhere.

s. Fish and Wildlife Coordination Act (16 U.S.C. § 661 et seq.)

During the planning of water resource development projects, agencies are required to give fish and wildlife resources equal consideration with other values. Additionally, the U.S. Fish and Wildlife Service and fish and wildlife agencies of states must be consulted whenever waters of any stream or other body of water are "proposed or authorized, permitted or licensed to be impounded, diverted... or otherwise controlled or modified" by any agency under a Federal permit or license.

.05 OTHER NATIONAL POLICY REQUIREMENTS

a. Criminal and Prohibited Activities

1. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 et seq.), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money (including money representing grants, loans, or other benefits).
2. The False Claims Amendments Act of 1986 and the False Statements Accountability Act of 1996 (18 U.S.C. §§ 287 and 1001, respectively), provide that whoever makes or presents any false, fictitious, or fraudulent statement, representation, or claim against the United States must be subject to imprisonment of not more than five years and must be subject to a fine in the amount provided by 18 U.S.C. § 287.

3. The Civil False Claims Act (31 U.S.C. §§ 3729 - 3733), provides that suits can be brought by the government, or a person on behalf of the government, for false claims made under Federal assistance programs.

4. The Copeland Anti-Kickback Act (18 U.S.C. § 874), prohibits a person or organization engaged in a Federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland Anti-Kickback Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

5. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and implementing regulations issued at 15 C.F.R. Part 11, which provides for fair and equitable treatment of displaced persons or of persons whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

6. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326), which limits the political activities of employees or officers of state or local governments whose principal employment activities are funded in whole or in part with Federal funds.

7. In order to ensure compliance with Federal law pertaining to financial assistance awards, an authorized representative of a non-Federal entity may be required to periodically provide certain certifications to the DOC regarding Federal felony and Federal criminal tax convictions, unpaid federal tax assessments, delinquent Federal tax returns and such other certifications that may be required by Federal law.

b. Drug-Free Workplace

The non-Federal entity must comply with the provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102) and DOC implementing regulations published at 2 C.F.R. Part 1329 (Government wide Requirements for Drug-Free Workplace – Financial Assistance), which require that the non-Federal entity take certain actions to provide a drug-free workplace.
c. Foreign Travel

1. Each non-Federal entity must comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131 through 301-10.143.

2. The Fly America Act requires that Federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency’s mission.

3. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral “Open Skies Agreements” (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple “Open Skies Agreements” currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website http://www.gsa.gov/portal/content/103191. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State’s website http://www.state.gov/e/eeb/tra/.

4. If a foreign air carrier is anticipated to be used for any portion of travel under a DOC financial assistance award the non-Federal entity must receive prior approval from the Grants Officer. When requesting such approval, the non-Federal entity must provide a justification in accordance with guidance provided by 41 C.F.R. § 301-10.142, which requires the non-Federal entity to provide the Grants Officer with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the non-Federal entity meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the non-Federal entity must provide the Grants Officer with a copy of the agreement or a citation to the official agreement available on the GSA website. The Grants Officer must make the final determination and notify the non-Federal entity in writing (which may be done through the recipient in the case of subrecipient travel). Failure to adhere to the provisions of the Fly America Act will result in the non-Federal entity not being reimbursed for any transportation costs for which any non-Federal entity improperly used a foreign air carrier.
d. Increasing Seat Belt Use in the United States

Pursuant to E.O. 13043 (62 FR 19217), non-Federal entities should encourage employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented, or personally owned vehicles.

e. Federal Employee Expenses and Subawards or Contracts Issued to Federal Employees or Agencies

1. Use of award funds (Federal or non-Federal) or the non-Federal entity’s provision of in-kind goods or services for the purposes of transportation, travel, or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, DOC policy may prohibit the acceptance of gifts, including travel payments for federal employees, from non-Federal entities regardless of the source. Therefore, before award funds may be used by Federal employees, non-Federal entities must submit requests for approval of such action to the Federal Program Officer who must review and make a recommendation to the Grants Officer. The Grants Officer will notify the non-Federal entity in writing (generally through the recipient) of the final determination.

2. A non-Federal entity or its contractor may not issue a subaward, contract or subcontract of any part of a DOC award to any agency or employee of DOC or to other Federal employee, department, agency, or instrumentality, without the advance prior written approval of the DOC Grants Officer.

f. Minority Serving Institutions Initiative

Pursuant to E.O.s 13555 (White House Initiative on Educational Excellence for Hispanics) (75 FR 65417), 13592 (Improving American Indian and Alaska Native Educational Opportunities and Strengthening Tribal Colleges and Universities) (76 FR 76603), and 13779 (White House Initiative to Promote Excellence and Innovation at Historically Black Colleges and Universities) (82 FR 12499), DOC is strongly committed to broadening the participation of minority serving institutions (MSIs) in its financial assistance programs. DOC’s goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the Nation’s capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from Federal financial assistance programs. DOC encourages all applicants and non-Federal entities to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website.

g. Research Misconduct

The DOC adopts, and applies to financial assistance awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the Executive Office of the President’s Office of Science and Technology Policy on December 6, 2000 (65 FR 76260). As provided for in the Federal Policy, research misconduct refers to the fabrication,
falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Non-Federal entities that conduct extramural research funded by DOC must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Non-Federal entities also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Non-Federal entities must notify the Grants Officer of any allegation that meets the definition of research misconduct and detail the entity’s inquiry to determine whether there is sufficient evidence to proceed with an investigation, as well as the results of any investigation. The DOC may take appropriate administrative or enforcement action at any time under the award, up to and including award termination and possible suspension or debarment, and referral to the Commerce OIG, the U.S. Department of Justice, or other appropriate investigative body.

h. Research Involving Human Subjects

1. All proposed research involving human subjects must be conducted in accordance with 15 C.F.R. Part 27 (Protection of Human Subjects). No research involving human subjects is permitted under this award unless expressly authorized by specific award condition, or otherwise in writing by the Grants Officer.

2. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.

3. DOC regulations at 15 C.F.R. Part 27 require that non-Federal entities maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the non-Federal entity (generally through the recipient) must submit appropriate documentation to the Federal Program Officer for approval by the appropriate DOC officials. As applicable, this documentation must include:

   i. Documentation establishing approval of an activity in the project by an Institutional Review Board (IRB) approved for Federal-wide use under Department of Health and Human Services guidelines (see also 15 C.F.R. § 27.103);

   ii. Documentation to support an exemption for an activity in the project under 15 C.F.R. § 27.101(b);

   iii. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form;
iv. Documentation of an IRB approval of continuing review approved prior to the expiration date of the previous IRB determination; and

v. Documentation of any reportable events, such as serious adverse events, unanticipated problems resulting in risk to subjects or others, and instances of noncompliance.

4. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by the Grants Officer. In accordance with 15 C.F.R. § 27.118, if research involving human subjects is proposed after an award is made, the non-Federal entity must contact the Federal Program Officer and provide required documentation. Notwithstanding this prohibition, work may be initiated or costs incurred and/or charged to the project for protocol or instrument development related to human subjects research.

i. Care and Use of Live Vertebrate Animals

Non-Federal entities must comply with the Laboratory Animal Welfare Act of 1966, as amended, (Pub. L. No. 89-544, 7 U.S.C. §§ 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations (9 C.F.R. Parts 1, 2, and 3); the Endangered Species Act (16 U.S.C. §§ 1531 et seq.); Marine Mammal Protection Act (16 U.S.C. §§ 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. §§ 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any DOC financial assistance award unless authorized by the Grants Officer.

j. Management and Access to Data and Publications

1. In General. The recipient acknowledges and understands that information and data contained in applications for financial assistance, as well as information and data contained in financial, performance and other reports submitted by recipients, may be used by the DOC in conducting reviews and evaluations of its financial assistance programs. For this purpose, recipient information and data may be accessed, reviewed and evaluated by DOC employees, other Federal employees, Federal agents and contractors, and/or by non-Federal personnel, all of whom enter into appropriate or are otherwise subject to confidentiality and nondisclosure agreements covering the use of such information. Recipients are expected to support program reviews and evaluations by submitting required financial and performance information and data in an accurate and timely manner, and by cooperating with DOC and external program evaluators. In accordance with 2 C.F.R. § 200.303(e), recipients are reminded that they must take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained in connection with a DOC financial assistance award.
2. Scientific Data. Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Special Award Conditions.


   i. Publication of results or findings in appropriate professional journals and production of video or other media is encouraged as an important method of recording, reporting and otherwise disseminating information and expanding public access to federally-funded projects (e.g., scientific research). Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Special Award Conditions.

   ii. Non-Federal entities may be required to submit a copy of any publication materials, including but not limited to print, recorded, or Internet materials, to the funding agency.

   iii. When releasing information related to a funded project, non-Federal entities must include a statement that the project or effort undertaken was or is sponsored by DOC and must also include the applicable financial assistance award number.

   iv. Non-Federal entities are responsible for assuring that every publication of material based on, developed under, or otherwise produced pursuant to a DOC financial assistance award contains the following disclaimer or other disclaimer approved by the Grants Officer:

      This [report/video/etc.] was prepared by [recipient name] using Federal funds under award [number] from [name of operating unit], U.S. Department of Commerce. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the [name of operating unit] or the U.S. Department of Commerce.


If the performance of this DOC financial assistance award requires non-Federal entity personnel to have routine access to Federally-controlled facilities and/or Federally-controlled information systems (for purpose of this term “routine access” is defined as more than 180 calendar days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, the DOC will conduct a check with U.S. Citizenship and Immigration Services’ (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under a financial assistance award must comply with DOC personal identity verification procedures that implement Homeland Security Presidential Directive 12 (Policy for a Common Identification Standard for Federal Employees and Contractors), Federal Information Processing Standard (FIPS) PUB 201, and OMB Memorandum M-0524. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this award comply with the requirements contained in this term. The Grants Officer may delay final payment under an award if the subrecipient or contractor fails to comply with the requirements listed in the term below. The recipient must insert the following term in all subawards and contracts when the
subaward recipient or contractor is required to have routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system:

The subrecipient or contractor must comply with DOC personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under this subaward or contract who require routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system.

The subrecipient or contractor must account for all forms of Government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by DOC: (1) When no longer needed for subaward or contract performance; (2) Upon completion of the subrecipient or contractor employee’s employment; (3) Upon subaward or contract completion or termination.

I. Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations

1. This clause applies to the extent that this financial assistance award involves access to export-controlled items.

2. In performing this financial assistance award, a non-Federal entity may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR). The non-Federal entity is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR’s deemed exports and re-exports provisions. The non-Federal entity must establish and maintain effective export compliance procedures at DOC and non-DOC facilities throughout performance of the financial assistance award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.

3. Definitions

i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730-774), implemented by the DOC’s Bureau of Industry and Security. These are generally known as “dual-use” items, items with a military and commercial application.

ii. Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is “deemed” to be an export to the home country of the foreign national (see 15 C.F.R. § 734.2(b)(2)(ii)). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the U.S. if such a
release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from DOC may be required for deemed exports or re-exports.

4. The non-Federal entity must control access to all export-controlled items that it possesses or that comes into its possession in performance of this financial assistance award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable Federal laws, E.O.s, and/or regulations, including the EAR.

5. As applicable, non-Federal entity personnel and associates at DOC sites will be informed of any procedures to identify and protect export-controlled items.

6. To the extent the non-Federal entity wishes to provide foreign nationals with access to export-controlled items, the non-Federal entity must be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.

7. Nothing in the terms of this financial assistance award is intended to change, supersede, or waive the requirements of applicable Federal laws, E.O.s or regulations.

8. Compliance with this term will not satisfy any legal obligations the non-Federal entity may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120130), including releases of such items to foreign nationals.

9. The non-Federal entity must include the provisions contained in this term in all lower tier transactions (subawards, contracts, and subcontracts) under this financial assistance award that may involve access to export-controlled items.

m. The Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(g)), as amended, and the implementing regulations at 2 C.F.R. Part 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal Government, if any non-Federal entity engages in certain activities related to trafficking in persons. The DOC hereby incorporates the following award term required by 2 C.F.R. § 175.15(b):

**Trafficking in persons.**

a. **Provisions applicable to a recipient that is a private entity.**

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

   i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
II. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either— (A) Associated with performance under this award; or (B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension – Nonprocurement), as implemented by DOC at 2 C.F.R. Part 1326 (Nonprocurement Debarment and Suspension).

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension – Nonprocurement), as implemented by DOC at 2 C.F.R. Part 1326, (Nonprocurement Debarment and Suspension).

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:

   i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

   ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjecting to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

   i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25;

   ii. Includes: (A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b); and (B) A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).


1. Reporting Subawards and Executive Compensation. Under FFATA, recipients of financial assistance awards of $25,000 or more are required to report periodically on executive compensation and subawards, as described in the following term from 2 C.F.R. Part 170, Appendix A, which is incorporated into this award:

   Reporting Subawards and Executive Compensation a.

Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of
2009, Pub. L. No. 111–5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

   i. You must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.

   ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

   i. the total Federal funding authorized to date under this award is $25,000 or more;

   ii. in the preceding fiscal year, you received—

   (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

   (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78a(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

   i. As part of your registration profile found at the System for Award Management (SAM) website located at SAM.gov.

   ii. By the end of the month following the month in which this award is made, and annually thereafter.
c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you must report the names and total compensation of each of the subrecipient’s five most highly compensated executives for the subrecipient’s preceding completed fiscal year, if—

   i. in the subrecipient’s preceding fiscal year, the subrecipient received—

   (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

   (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

   ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

   See also 2 C.F.R. § 200.300(b).

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

   i. To the recipient.

   ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

   d. Exemptions. If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report: i. Subawards, and ii. The total compensation of the five most highly compensated executives of any subrecipient.

   e. Definitions. For purposes of this award term:

      1. Entity means all of the following, as defined in 2 C.F.R. Part 25:

         i. A Governmental organization, which is a State, local government, or Indian tribe;
ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization; and

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

   i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

   ii. The term does not include your procurement of property and services needed to carry out the project or program. For further explanation, see Sec. ___210 of the attachment to OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

   iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

   i. Receives a subaward from you (the recipient) under this award; and

   ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient’s or subrecipient’s preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

   i. Salary and bonus.

   ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

   iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

2. **Central Contractor Registration (CCR) and Universal Identifier Requirements.** Under FFATA, recipients must obtain a Data Universal Numbering System (DUNS) number, maintain an active registration in the Central Contractor Registration (CCR) database, and notify potential first-tier subrecipients that no entity may receive a first-tier subaward unless the entity has provided its DUNS number to the recipient, as described in the following term from 2 C.F.R. Part 25, Appendix A, which is incorporated into this award:

**Central Contractor Registration and Universal Identifier Requirements**

a. **Requirement for Central Contractor Registration (CCR).** Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

b. **Requirement for Data Universal Numbering System (DUNS) Numbers.** If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

c. **Definitions for purposes of this award term:**

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management Internet site (currently at [SAM.gov](http://www.sam.gov)).

2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at [http://fedgov.dnb.com/webform](http://fedgov.dnb.com/webform)).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R. part 25, subpart C:

   i. A Governmental organization, which is a State, local government, or Indian Tribe;

   ii. A foreign public entity;

   iii. A domestic or foreign nonprofit organization;

   iv. A domestic or foreign for-profit organization; and

   v. A Federal agency, but only as a subrecipient under an award or subaward to a recipient.

4. Subaward:

   i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

   ii. The term does not include your procurement of property and services needed to carry out the project or program. For further explanation, see Sec. ___210 of the attachment to OMB Circular A–133 (Audits of States, Local Governments, and Non-Profit Organizations).

   iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

   i. Receives a subaward from you under this award; and

   ii. Is accountable to you for the use of the Federal funds provided by the subaward. See also 2 C.F.R. § 200.300(b).
o. Recipient Integrity and Performance Matters (Appendix XII to 2 C.F.R. Part 200)

Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awarded Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report Submit the information required about each proceeding that:

   i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

   ii. Reached its final disposition during the most recent five-year period; and

   iii. Is one of the following:

      (A) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

      (B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

      (C) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

      (D) Any other criminal, civil, or administrative proceeding if:

         I. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

         II. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
III. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures. Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency. During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions. For purposes of this award term and condition:

i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

iii. Total value of currently active grants, cooperative agreements, and procurement contracts includes:

   (A) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

   (B) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

p. Federal Financial Assistance Planning During a Funding Hiatus or Government Shutdown

This term sets forth initial guidance that will be implemented for Federal assistance awards in the event of a lapse in appropriations, or a government shutdown. The Grants Officer may issue further guidance prior to an anticipated shutdown.
1. Unless there is an actual rescission of funds for specific grant or cooperative agreement obligations, non-Federal entities under Federal financial assistance awards for which funds have been obligated generally will be able to continue to perform and incur allowable expenses under the award during a funding hiatus. Non-Federal entities are advised that ongoing activities by Federal employees involved in grant or cooperative agreement administration (including payment processing) or similar operational and administrative work cannot continue when there is a funding lapse. Therefore, there may be delays, including payment processing delays, in the event of a shutdown.

2. All award actions will be delayed during a government shutdown; if it appears that a non-Federal entity’s performance under a grant or cooperative agreement will require agency involvement, direction, or clearance during the period of a possible government shutdown, the Program Officer or Grants Officer, as appropriate, may attempt to provide such involvement, direction, or clearance prior to the shutdown or advise non-Federal entities that such involvement, direction, or clearance will not be forthcoming during the shutdown. Accordingly, non-Federal entities whose ability to withdraw funds is subject to prior agency approval, which in general are non-Federal entities that have been designated high risk, non-Federal entities under construction awards, or are otherwise limited to reimbursements or subject to agency review, will be able to draw funds down from the relevant Automatic Standard Application for Payment (ASAP) account only if agency approval is given and coded into ASAP prior to any government shutdown or closure. This limitation may not be lifted during a government shutdown. Non-Federal entities should plan to work with the Grants Officer to request prior approvals in advance of a shutdown wherever possible. Non-Federal entities whose authority to draw down award funds is restricted may decide to suspend work until the government reopens.

3. The ASAP system should remain operational during a government shutdown. Non-Federal entities that do not require any Grants Officer or agency approval to draw down advance funds from their ASAP accounts should be able to do so during a shutdown. The 30-day limitation on the drawdown of advance funds will still apply notwithstanding a government shutdown and advanced funds held for more than 30 calendar days will have to be returned with interest.

Q. The Recipient shall include the following notice in each request for applications or bids: Applicants/bidders for a lower tier covered transaction (except procurement contracts for goods and services under $25,000 not requiring the consent of a DOC official) are subject to 2 C.F.R. part 1326, subpart C, “Governmentwide Debarment and Suspension (Nonprocurement).” In addition, applicants/bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than $100,000 of federal funds at any tier are subject to 15 C.F.R. part 28, “New Restrictions on Lobbying.” Applicants/bidders should familiarize themselves with these provisions, including the certification requirement. Therefore, applications for a lower tier covered transaction must include a Form CD-512, “Certification Regarding Lobbying–Lower Tier Covered Transactions,” completed without modification.

b. The Recipient shall include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts), that the Award is subject to subpart C of 2 C.F.R. part 1326, “Governmentwide Debarment and Suspension (Nonprocurement).”

c. The Recipient shall include a statement in all lower tier covered transactions (subawards, contracts, and subcontracts) exceeding $100,000 in federal funds, that the subaward, contract, or subcontract is subject
to 31 U.S.C § 1352, as implemented at 15 C.F.R. part 28, regarding new restrictions on lobbying. The Recipient shall further require the subrecipient, contractor, or subcontractor to submit a completed Form SF-LLL, “Disclosure of Lobbying Activities,” regarding the use of non-federal funds for lobbying. The Form SF-LLL shall be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The Form SF-LLL shall be submitted from tier to tier until received by the Recipient. The Recipient must submit all disclosure forms received, including those that report lobbying activity on its own behalf, to the Grants Officer within 30 days following the end of the calendar quarter.
May 7, 2019

Ing: Quintin Ramos Seda, P.E.
PO Box 140607 Arecibo, PR 00614
Parque Industrial Amelia – Guaynabo, PR 00968

RE: Notice of Award
RFP Water Cisterns- Bottom Up Destination Recovery Initiative

Dear Mr. Ramos Seda,

Thank you for submitting your proposal for the RFP Water Cisterns – Bottom Up Destination Recovery Initiative funded by a grant from the Economic Development Agency of the U.S. Department of Commerce.

Your proposal was selected as the winner by the committee pending negotiation of the scope of work, contract amount, and terms and conditions. A model contract shall be sent to you shortly.

To continue with the process please fill out the attached vendor information form and provide your availability for a conference call with the program team to discuss the scope of work, contract negotiations, contract amount, and terms and conditions.

Kind Regards,

[Signature]

Annie Mayol
President & COO
Foundation for Puerto Rico
annie.mayol@foundationpr.org
## Vendor Information Form

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<th>Vendor Information</th>
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<td>Check payable to:</td>
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<td>Company Name:</td>
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Merchant Certificate (Registro de Comerciante):  
REQUIRED  
(Please attach a copy with this form)

Professional Services
Withholding Waiver Certificate
(Exención de Retención por Servicios Profesionales)
(Please indicate yes or no):  
NO  
(If you have a Waiver, please attach a copy with this form)
Foundation for Puerto Rico

Certification

As a Foundation for Puerto Rico vendor, I acknowledge I have read, understood and will comply with the Foundation of Puerto Rico Vendor Ethics Policy.

PowerComm, Inc.

Entity Name

Signature of Authorized Representative of the Entity

Date

5-15-19

Printed Name of Authorized Representative

Marta Ramos
CERTIFICADO DE REGISTRO DE COMERCIANTE

Nombre Localidad: POWER COMM, INC
CARR. #2 KM 86.5
CALLE MARGINAL SUR EDIFICIO 232
HATILLO PR 00659

Nombre Legal: POWER COMM. INC.
CARR. #2 KM 86.5
CALLE MARGINAL SUR EDIFICIO 232
HATILLO PR 00659

0071515-0010
AGENTE RETENEDOR

Fecha de Emisión: 24-may-2018
Fecha de Expiración: 31-mar-2020

Tipo de Certificado: Comerciante
Código NAICS:
56162  Servicios de Sistemas de Seguridad
42361  Comerciantes Mayoristas de Artículos Eléctricos y Relacionados
44314  Tiendas de Dispositivos y Electrónicos
51791  Otros Servicios de Telecomunicaciones
54151  Servicios de Diseño de Sistemas de Cúmputo y Servicios Relacionados

Certifico que este comerciante está inscrito en el Registro de Comerciantes del Departamento de Hacienda.

Francisco Vázquez
Secretario Auxiliar de Rentas Internas

Este Certificado no es transferible y el mismo deberá exhibirse en todo momento en un lugar visible al público en la localidad indicada.