Request For Proposal

Hooper Bay USDA Rural Utilities Service (RUS) Reconnect Project

Cable Landing Station (CLS)

Quintillion
3601 C St, Suite 1000B
Anchorage, AK 99503

Proposals Due: 8/12/26 by 5:00 PM AST

Version 1 | Issued 7/15/26

Table of Contents

Version Control / Document Amendments

Version #	Date	Section	Changes
V1	7/15/26	RFP	Issuance of RFP

PURPOSE

The objective of this Request for Proposal (RFP) is to engage a qualified supplier to design, construct, outfit, and deliver one (1) Cable Landing Station (CLS) for Quintillion's Hooper Bay USDA Rural Utilities Service (RUS) Reconnect Project, as outlined below. The CLS will terminate the subsea fiber optic cable into the community of Hooper Bay and house the associated telecommunications, power, and environmental systems that support broadband service to the community.

This project is funded in whole or in part by a grant awarded by Rural Utilities Service (RUS) and all work shall comply with, Uniform Guidance (2 CFR 200), and RUS grant award requirements

BACKGROUND

Alaska has the most remote, rugged, and culturally diverse geographic areas in the United States. As a result, it faces unique project challenges due to the geography, topology, weather, lack of contiguous roads, transportation, accommodations in towns, and demographics of the State. Alaska ranks last overall in broadband availability, with only 61% wired and fixed wireless broadband coverage at significantly higher cost when available. Many of Alaska's rural communities are remote and separated by vast distances, not interconnected by roads or fiber backbones.

The community to be served by this grant, the Native Village of Hooper Bay, is located in Southwest Alaska, bordered by the Bering Sea to the west and the Yukon Delta National Wildlife Refuge to the east. Residents are primarily American Indian and Alaska Native. The remoteness of the area creates substantial challenges for the Native population. The limited infrastructure and the geographical and climatological challenges make broadband projects difficult and expensive.

Quintillion's Hooper Bay Broadband Project will build a subsea fiber extension from a Branch Unit (BU) planned on the Nome to Homer Express (NTHE) Middle Mile grant-funded project to the Native Village of Hooper Bay. Including last-mile fiber to the premises, the Hooper Bay project will deliver up to 1 Gbps symmetric broadband services to the unserved community with a population of 1,400, comprising 319 households, 21 businesses, 1 school, and 2 medical clinics. This high-capacity fiber optic network will provide, for the first time, a range of affordable high-speed broadband services to this community.

Quintillion has been awarded a USDA RUS ReConnect grant to be used for delivering a subsea fiber optic cable into Hooper Bay and then extending service to each resident with a Fiber-to-the-Home (FTTH) solution. The Quintillion network connects east to Homer and Anchorage and completes a ring north to Fairbanks, Deadhorse, and Northwest Arctic villages, adding diverse routing into Hooper Bay for service resiliency.

This RFP focuses on the Cable Landing Station (CLS) that Quintillion will need to terminate the cable into the community. The specifications of this structure are defined below.

Figure 1: Quintillion Network Map. Nome to Homer route shown in orange; Hooper Bay shown in blue. (Provided separately.)

SCOPE OF WORK

The selected supplier will deliver a comprehensive quote and timeline for the design, construction, outfitting, and delivery of one (1) Cable Landing Station (CLS) structure. The scope of work below ensures alignment with project goals, compliance with design specifications, and thorough documentation for verification and accountability. The key responsibilities are as follows:

General Requirements

- One (1) Cable Landing Station (CLS) building required
- Exterior dimensions 12’ x 20’
- Interior dimensions 9’ x 19’ x 9’ minimum
- Single entry door 3’ x 6’ 8”, which must accommodate access control system security controls
- Foundation system appropriate for local soil conditions
- Galvanized steel skid with lifting eyes and fork pockets, plus a pull bar, suitable for dragging in remote locations
- Roof 80 psf uniform load, floor 200 psf with 800 psf reinforcement for batteries, and 149 mph wind speed
- Shipped building weight less than 13,000 lbs. preferred
- Redundant environmental control system, with each unit independently capable of handling the shelter heating or cooling load. A 4-ton wall-mount AC unit is suggested
- Fiberglass construction preferred; other compliant methods acceptable

Electrical

- 200A 120/240V single-phase electrical service entry, maximum
- Automatic transfer switch
- Wall receptacles
- LED interior and exterior lighting
- Negative 48VDC split telecom battery plant, A and B, >600Ah total capacity (both strings combined), each battery string to be housed in a manufacturer supplied frame system and include a frame mounted battery disconnect
- N+1 negative 48VDC rectifier system with A and B distribution, expandable to >600A output current
- 3000VA negative 48VDC to 120VAC rackmount inverter with AC distribution (wall-mount load center). The inverter should include N+1 redundant inverter modules
- Single exterior standby generator system: Arctic Re-Air 45kW KPG-45-V38T-T3-MR21L-AR3-UL (NRTL listed) or similar

Fire Protection

- Shelter and equipment meeting Alaska State Fire Marshal requirements for an S-2 occupancy

Building Management

- Security and access control systems, including interior and exterior cameras, card and keypad entry and exit devices, networked video recording, and environmental monitoring
- Electrical, fire protection, HVAC, and other building systems to include remote monitoring capabilities. Scope to include wiring contact closures and remote access interfaces to a building management system

Telecom Rack and Ladder

- Space for six 19-inch telecom racks or cabinets, with two 2-post seismic racks to be pre-installed
- Overhead fiber tray, power, and cable ladder to be pre-installed
- Telcordia Installation Standard GR-1275-CORE, and Grounding Design Telcordia GR-1502 and GR-295

Environmental Conditions and Protection

- Outdoor temperatures of negative 55°F to 95°F, with a target indoor temperature of 72°F
- Protection from particulates and dust from volcanic ash, smoke, and gravel roadways
- Protection from corrosion caused by salt spray and a marine environment
- NEMA 4X or IP65 rated outdoor electrical and mechanical enclosures
- ASCE 7 wind, rain, ice, and snow loading

Seismic Standards

The structure must meet relevant seismic standards for telecommunications shelters operating in the proposed location in Western Alaska, including:

- International Building Code Seismic Design Category D, Risk Category II
- ASCE 7 seismic designs for the high earthquake environment
- Telcordia GR-63-CORE Earthquake Zone 4 requirements

Delivery

- The completed and outfitted Cable Landing Station, including the standby generator system, must be delivered to the project staging location in Anchorage, AK (see Assumptions and Exclusions)
- Delivery of the Cable Landing Station to the project staging location must align with the overall Hooper Bay project schedule, supporting OSP construction completion in June 2027 and the July 2027 service-ready date. The target delivery date to the Anchorage staging location is 5/31/27

Equipment Compatibility

- The below equipment types are strongly preferred to maintain operations and maintenance compatibility with other Quintillion shelters
- Alternate equipment that differs from these specific types is allowed but should be noted within the proposal along with a reasoning for the recommended change

ELECTRICAL EQUIPMENT SCHEDULE				
E#	DESCRIPTION	MANUFACTURER	PART NUMBER	QUANTITY
E1	FIBERGLASS SHELTER 12' X 20' X 9'	SHELTER WORKS		1
E2	45KW, 240V EMERGENCY GENERATOR. PROVIDE WITH ARCTIC ENCLOSURE.	ESI	KPG-45-V38-T3-MR21L-1P-AZR3-UP	1
E3	260A 2-POLE ATS, SOLID NEUTRAL, NEMA 1 ENCLOSURE	ASCO	J03ATSA20260FGXC,11BE,72EE,125A	1
E4	200A, 240V, 1-Ø METER-MAIN, STAINLESS STEEL, 22KAIC	EATON B-LINE	U224MTBHMS455S	1
E5	225A, 240V, 1-Ø DISTRIBUTION PANEL, 42-SPACE, NEMA 1	EATON	PASIBDLT42AA	1
E6	100A, 240V, 1-Ø DISTRIBUTION PANEL, 18-SPACE, NEMA 1, BACK-FED 25A MAIN CIRCUIT BREAKER	EATON	PASIBABT18AA	1
E7	BATTERY PACK	C&D TECHNOLOGIES	E07640240E01	2
E8	1,200A, 48VDC MODULAR POWER SUPPLY	ELTEK	FP2-MPS2-15U-48V-A3-S3-D5-D0-C01-R12	1
E9	3KW, 240V RECTIFIER	ELTEK	241119.105	11
E10	3KW, 48VDC INVERTER W/ 120VAC OUTPUT, 19"RACK-MOUNT	EXELTECH	1AS00DCC4P-4621	1
E11	HVAC WALL UNIT 5 TON	BARD	W60AF-A	2
E12	2 UNIT LEAD/LAG CONTROLLER	BARD	MC4002	1
E13	CABLE LADDER, 1-1/2" SIDE BAR, 12" WIDE, ALL CONNECTORS AND ACCESSORIES INCLUDED	B-LINE	COMMSCOPE	ALL REQ
E14	BATTERY MONITOR	ALBER	UXTM	2
E15	400A, 240V, 400A MAGNETIC TRIP, BATTERY DISCONNECT WITH MOUNTING BRACKETS	DCX	C016-198-10 & C016-371-10	2

SPECIAL SYSTEMS EQUIPMENT SCHEDULE				
S#	DESCRIPTION	MANUFACTURER	PART NUMBER	QUANTITY
S1	NVR	AXIS	S3008	1
S2	INDOOR CAMERA	AXIS	M4317-PLVE	1
S3	INDOOR CAMERA MOUNT	N.A	N.A	1
S4	INDOOR CAMERA CABLE & ACS	SUPERIOR ESSEX	77-240-2B	ALL REQ'
S5	INDOOR CAMERA MISC	MISC	MISC	ALL REQ'
S6	OUTDOOR CAMERA	AXIS	P1465-LE	1
S7	OUTDOOR CAMERA MOUNT	N.A		1
S8	OUTDOOR CAMERA CABLE	SUPERIOR ESSEX	77-240-2B	ALL REQ'
S9	OUTDOOR CAMERA MISC	N.A		ALL REQ'
S10	OUTDOOR CAMERA POE++ INJECTOR	N.A		1
S11	ACCESS CONTROL DOOR CONTROLLER	AXIS	A1210	1
S12	ACCESS CONTROL DOOR MAG LOCK	SECURITRON	M62	1
S13	ACCESS CONTROL CARD READER	SCHLAGE	MT15-485	1
S14	ACCESS CONTROL DOOR CONTACT	SECURITRON		1
S15	ACCESS CONTROL PUSH TO EXIT	CAMDEN		1
S16	ACCESS CONTROL CABLE	BELDEN		ALL REQ'
S17	ACCESS CONTROL MISC	MAG LOCK ACCESSORIES		ALL REQ'
S18	ACCESS CONTROL POWER	SECURITRON		1
S19	KNOX BOX WITH TOGGLE SWITCH	GATEOPENERSAFETY		1
S20	LOCK CORE	????		1
S21	DOOR SWITCH			1

TELECOMMUNICATION AND SCADA EQUIPMENT SCHEDULE				
T#	DESCRIPTION	MANUFACTURER	PART NUMBER	QUANTITY
T1	42U 2-POST 19" RACK	B-LINE	SB85219084FB	3
T2	SITEBOSS TELECOMMUNICATION SITE AUTOMATION, DC POWER WITH EXPANSION CARDS	ASENTRIA	S550A-8/DC-8R-8C-8C-8C-8C	1
T3	TEMPERATURE/HUMIDITY SENSOR, 50FT CABLE. TRIM CABLE AS NEEDED AND TERMINATE WITH AN RJ45 CONNECTOR	ASENTRIA	ESJ-TH50	1
T4	DIN RAIL MOUNT RELAY, 2 EACH, INSTALL INSIDE A NEMA 1 ENCLOSURE	RIB	RIBRL1C	1
T5	FIBER TRAY, STRAIGHT, 4"X12"	COMMSCOPE	FGS-MSHS	ALL REQ
T6	FIBER TRAY, CROSS, 4"X12"	COMMSCOPE	FGS-MHXP	1
T7	FIBER TRAY, TEE, 4"X12"	COMMSCOPE	FGS-MHRT	1
T8	42U 2-POST 23" RACK - PROVIDED WITH RECTIFIER		SYB4-23	1

REQUIREMENTS

This RFP represents the requirements for an open and competitive process.

If a bidder intends to outsource or subcontract any portion of the work to meet the requirements specified in this RFP, such arrangements must be explicitly disclosed within the proposal. The following details are required for any outsourced or subcontracted work:

- The name of the subcontracting organization(s).
- A detailed description of the scope of work to be performed by the subcontractor(s).
- All associated costs must be included in the proposal and clearly itemized.

Proposals must present all costs as all-inclusive, covering any outsourced or subcontracted work. For time-and-material proposals, bidders must provide:

- A complete schedule of rates.
- A clearly stated “not-to-exceed” amount to accomplish the specified scope of work.

Quintillion requires that proposals include a comprehensive list of any subcontractors the bidder plans to utilize.

Bidders are encouraged to suggest floor layout configurations based on prior experience and the requirements stated above.

Quintillion places strong emphasis on engaging local resources. Bidders are encouraged to collaborate with Alaska Native organizations within the project community to identify available services and labor.

ASSUMPTIONS AND EXCLUSIONS

Assumptions

- Subcontractors engaged by the bidder will comply with all relevant local, state, and federal laws, as well as Quintillion’s standards outlined in this RFP.
- Bidders should assume delivery to Anchorage, AK.

Exclusions

- Quintillion is not responsible for costs associated with the bidder’s preparation of the proposal, including any travel or administrative expenses.
- The bidder assumes full responsibility for all logistics, transportation, and accommodation for their personnel and subcontractors.
- Any additional costs arising from delays, unforeseen conditions, or deviations from the approved scope of work must be pre-approved in writing by Quintillion to be eligible for reimbursement.
- Delivery to field locations is not included in this RFP.

CONTRACTOR ASSURANCES

The successful bidder may need to furnish a guaranty as assurance that the project is completed satisfactorily. The type of guaranty could be a performance bond, letter of credit, or another form of assurance acceptable to Quintillion.

A guaranty allows Quintillion to cover any additional costs due to the contractor's failure to perform. A guaranty provides financial security and minimizes risk to ensure satisfactory completion of contracted work. It can mitigate the risk of project delays, financial losses, and contractor default on projects where appropriate. Quintillion reserves the right to approve the institution that provides the guaranty in whatever form.

CONTRACT TERMS AND CONDITIONS

If not executed already, the supplier shall sign a Non-Disclosure Agreement upon selection of its proposal and before contract negotiations. All submitted proposals and related communications will be treated as confidential.

Selected supplier agrees to recognize and comply with all applicable standards, orders, or regulations issued pursuant to Appendix II of 2 CFR Part 200 (Exhibit A). Additionally, supplier shall comply with all applicable requirements and procedures set forth in Quintillion's policies, including but not limited to the Conflict-of-Interest Policy, Global Anti-Corruption Policy, General Safety Policy, and the Fraud, Waste, and Abuse Policy.

Selected supplier agrees to comply with but not limited to:

- Federal nondiscrimination laws, including Title VI of the Civil Rights Act of 1964, Title IX, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act.
- Termination for Cause and Convenience
- Access to records and audit rights
- Anti-Human Trafficking
- Contractor must retain records applicable to this project for a minimum of **3 years**.
- All required clauses must be included in subcontractor agreements.
- All costs charged to this project must be allowable, allocable, and reasonable in accordance with 2 C.F.R. Part 200 Subpart E (Cost Principles)

Additional contract terms and conditions will be negotiated upon selection of the selected supplier for this RFP. All contractual terms and conditions will be subject to review and will include scope, budget, schedule, and other necessary items pertaining to the project.

INSURANCE REQUIREMENTS

Selected supplier, at its sole cost and expense, shall provide proof of insurance, upon execution of the Agreement, by submitting a Certificate of Insurance to Quintillion. As a minimum, selected supplier shall provide and maintain insurance consistent with industry practice, required by law, and the following minimum types and limits of insurance in compliance with all applicable laws, with insurance carriers satisfactory to Quintillion.

- **Workers' Compensation.** Occurrence-based coverage providing benefits in the minimal amount required by applicable law, including, if applicable to the supply of goods or services under this

Agreement, Workers Compensation Acts of applicable U.S. States, the U.S. Longshoremen's and Harbor Workers Compensation Act, and the U.S. Jones Act.

- **Employers' Liability Insurance.** Occurrence-based coverage with a limit of at least $1,000,000 per occurrence or any greater limits set by applicable law.
- **Automobile Liability Insurance.** Occurrence-based coverage with a combined single limit of at least $1,000,000 per occurrence and in the aggregate for owned, non-owned, and hired automobiles, such policy to be endorsed with MCS-90 when hazardous material transportation is involved.
- **Commercial General Liability Insurance.** Occurrence-based coverage with a combined single limit of at least $1,000,000 per occurrence and in the aggregate for premises and operations; products and completed operations; contractual liability coverage for indemnities of Supplier contained within agreements with Quintillion or its parent, subsidiaries, and affiliates; broad form property damage (including completed operations); and personal injury.
- **Professional Liability,** with limits no less than $2,000,000 per occurrence or claim, and $2,000,000 policy aggregate.
- **Contractors Pollution Liability** (if the project involves environmental hazards), with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.
- **Umbrella and/or Excess Insurance.** Occurrence-based coverage with a combined single limit of at least $5,000,000 per occurrence and in the aggregate in excess of the risks insured under the Commercial General Liability Insurance and Automobile Liability Insurance.

To the fullest extent permitted by applicable law and to the extent of the obligations expressly assumed by supplier hereunder, all insurance policies maintained by selected supplier in accordance with the requirements set forth above shall include Quintillion and its affiliates as additional insured (except Workers' Compensation) and include a waiver of subrogation in favor of Quintillion. Supplier's insurance shall be regarded as primary and non-contributory with respect to the work outlined in this RFP and the Agreement.

PROPOSAL EVALUATION CRITERIA

To ensure consideration for this RFP, your proposal should be complete and include all of the following criteria:

- Overall proposal suitability: proposed solution(s) must meet the scope and needs included herein and be presented in a clear and organized manner.
- Organizational experience: suppliers will be evaluated on their experience as it pertains to the scope of this project.
- Previous work: suppliers will be evaluated on examples of their work pertaining to the project and references.
- Value and cost: suppliers will be evaluated on the cost of their solution(s) based on the work to be performed in accordance with the scope of this project.
- Schedule and project plan delivery alignment with the overall Hooper Bay project schedule. Delivery of the Cable Landing Station must support OSP construction completion in June 2027 and the July 2027 service-ready date, with work authorized to start upon contract execution.
- Technical expertise and experience: suppliers must provide descriptions and documentation of staff technical expertise and experience.

- Preference for use of local hire for labor, logistics, and similar services.
- Adherence to the Quintillion Community Resource Guide's processes and standards.

RFP TIMELINE

All proposals in response to this RFP are due no later than 5:00 PM Alaska Standard Time (AST) on 8/12/26. The table below summarizes the key milestones for this RFP.

Date	Milestone
7/15/26	RFP Released (Version 1)
7/29/26 by 5:00 PM AST	Written Questions Due (see Questions section)
8/3/26	Quintillion Issues Q&A Responses to Registered Bidders
8/12/26 by 5:00 PM AST	Proposals Due
8/13/26 - 8/21/26	Proposal Evaluation Period (Quintillion may contact bidders for clarification)
8/26/26	Selection Decision and Award Notification
By 9/9/26	Contract Execution Target (within two weeks of award)
By 5/31/27	Cable Landing Station Delivered to Anchorage Staging Location
June 2027	OSP Construction Complete
July 2027	Service-Ready Date

Evaluation of proposals will be conducted from 8/13/26 until 8/21/26. If additional information or discussions are needed with any suppliers during this window, the supplier(s) will be notified.

The selection decision for the winning supplier will be made no later than 8/26/26. Upon notification of the award, the contract negotiation with the selected supplier will begin immediately, with the goal of an executed contract within two weeks.

Quintillion reserves the right to select or reject any and all proposals for any reason, waive irregularities, and waive minor deviations from the specifications.

SUBMISSION PROCEDURES

Proposals must be received by e-mail to the addresses below:

Mpeterson@quintillionglobal.com

Apaul@quintillionglobal.com

DDean@quintillionglobal.com

AMaduakor@quintillionglobal.com

mcuevas@quintillionglobal.com

Subject Line:

2026.08.12_QuintillionRFP_HooperBay_CableLandingStation_OrganizationName

Proposals can also be submitted on our website: https://quintillionglobal.com/rfps, using the file name format:

2026.08.12_QuintillionRFP_HooperBay_CableLandingStation_OrganizationName

Proposals must include the name and address of the supplier. All proposals must be signed by an official agent or representative of the company submitting the proposal. All proposals must be complete and irrevocable for 30 days following the submission date.

Modifications to bids already submitted will be allowed if submitted in writing prior to the deadline for submittal in the Request for Proposals.

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the supplier's capabilities to satisfy the requirements of this RFP.

Supplier shall be deemed to have notice of and to have fully examined all the documentation relative to this Request for Proposal and to have fully considered the risks, contingencies, and other circumstances which could affect its quotation.

Quintillion will not entertain any claim on the part of the supplier, or of the eventual contractor, based on a misunderstanding or misconception on their part of the requirements set forth herein.

While all reasonable endeavors have been made to accurately inform the supplier of the requirements, supplier must form their own conclusions about the methods and resources needed to meet these requirements.

Supplier shall not be reimbursed by Quintillion for any costs, direct or indirect, incurred as a result of the preparation of their quotation, including but not limited to any activities required to support the quotation during the evaluation process, or arising from any termination, amendment, or variation of the procedure described herein. Quintillion will not incur any liabilities for suppliers' efforts in responding in any way to this Request for Proposal.

Nothing herein contained, or in any other communication between Quintillion and the supplier, shall be deemed to constitute a contract, agreement, or representation that any contract shall be awarded pursuant to this Request for Proposal.

QUESTIONS

All questions regarding this RFP must be submitted, in written form, to the contact below. The Q&A period closes on 7/29/26. No verbal questions will be accepted or answered.

Proposals must be received by e-mail to the addresses below:

Mpeterson@quintillionglobal.com

Apaul@quintillionglobal.com

DDean@quintillionglobal.com

AMaduakor@quintillionglobal.com

mcuevas@quintillionglobal.com

Exhibit A

Required Contract Federal Provisions

As a contractor receiving payment made with federal funds, Contractor agrees to ensure its compliance as applicable with the following:

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with

non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Procurement of recovered materials.

(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

Prohibition on certain telecommunications and video surveillance equipment or services.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain covered telecommunications equipment or services;

(2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation,

Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and § 200.471.

Domestic preferences for procurements.

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

Appendix B

AD-1048

OMB No. 0505-0027
Expiration Date: 09/30/2025

USDA

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

Prefix: First Name:

Middle Name:

Last Name:

Suffix:

Title:

SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Appendix C

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:	
Title:	
Organization:	
Date:	