REQUEST FOR PROPOSALS (RFP)

Quintillion – Utqiagvik to NOP Terrestrial Fiber Project Phase II

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

RFP No.: QNT-UTQ-NOP-PII-OSP-[20260730]

Issue Date: 7/30/2026

Due Date: 8/20/2026 at 5:00 PM Alaska Time

Submission Emails: Dkerschbaum@quintillionglobal.com; Mpeterson@quintillionglobal.com; Apaul@quintillionglobal.com; ddean@quintillionglobal.com

Email Subject: 2026.07.30_Quintillion RFP UTQ–NOP-PII_Outside Plant Construction_[Company Name]

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1) PURPOSE

Quintillion is soliciting turnkey winter construction services for Phase II of the Utqiagvik-to-NOP terrestrial fiber project: installation of approximately 141 route miles of terrestrial fiber optic cable (FOC) from the Phase I termination point (approximately MP 100) to Santos' NOP facility. Phase I (winter 2025–26 season) constructed the first ~100 miles from Utqiagvik and is complete. Phase II completes the remaining deployment across NPRA (BLM) lands, crosses the Colville River via directional bore, and continues the tundra lay across State of Alaska (DNR) lands to terminate at NOP. Work includes winter mobilization, cable deployment on snow/ice-covered tundra, stream/river crossings, the Colville River HDD crossing, pipeline/ice road/road crossings near the eastern terminus, splicing and testing, integration with the constructed Phase I plant, end-to-end system testing (Utqiagvik–NOP), documentation, and demobilization. The objective is to complete a resilient overland route that hardens North Slope connectivity.

2) BACKGROUND

The route generally follows the North Slope Borough Community Winter Access Trail (CWAT) within a one-mile design corridor (½-mile either side), with deviations to optimize crossing locations and avoid deep lakes. The project was originally designed to terminate at ConocoPhillips' GMT2 facility; the inland terminus has been relocated to Santos' NOP facility. Phase I (winter 2025–26) installed the fiber between Utqiagvik and AMP #1 site (~MP 100) and set poles at three aerial crossing locations east of MP 100 (WX-19, WX-22, WX-25). Phase II picks up at AMP #1 site, completes the NPRA segment, departs the CWAT corridor near the Colville River, crosses the Colville via directional bore onto State of Alaska lands, and proceeds to NOP. Construction is planned as a single ~120-day winter campaign (2026–27 season) with staging at Deadhorse/Prudhoe Bay and Utqiagvik. The FOC will be laid directly on snow/ice-covered tundra (no trench) to settle naturally after breakup, a method used successfully nearby by other telecommunications companies.

3) SCOPE OF WORK

3.1 Mobilization, Staging & Winter Access

- Mobilize tracked winter-approved vehicles (e.g., rolligons, snowcats), mobile camp assets, and fuel trailers with secondary containment; comply with tundra travel windows and authorizations on both BLM and State of Alaska lands.
- Stage materials/equipment at Deadhorse/Prudhoe Bay (primary for Phase II) and Utqiagvik as needed; manage refueling logistics along the CWAT and eastern access routes.
- Coordinate access across, and crossings of, third-party ice roads and infrastructure corridors (ConocoPhillips, Santos, others) in accordance with the applicable infrastructure owner's technical and notification requirements.

3.2 Fiber Deployment & Crossings

- Deploy ~141 route miles of FOC; approximately 26 reels at ~40,000 ft (12.4 km) each; splicing ~every 7–8 miles and at designated water gaps; place/mark splice cases with flexible markers. Splice into and integrate with the Phase I cable end at AMP #1 (~MP 100).
- Execute water-gap crossings per the Phase II crossing schedule (Exhibit A) using the following modes per site conditions: (a) non-elevated lay, (b) non-elevated plow/trench (up to ~18" into non-permafrost sediments), (c) elevated aerial spans at ~20 ft with bird diverters, marker balls, poles, guys, and anchors, and (d) directional bore (HDD).

- The Colville River crossing (WX-B23) shall be executed as a directional bore (~3,015 ft gap; ~3,255 ft bore length) per the site-specific bore design. Bored crossings may be awarded under the base scope or separately under Bid Alternate B (Section 3.4)
- Three aerial crossings (WX-19, WX-22, WX-25) have poles set from Phase I; Phase II scope at these locations is limited to cable installation, hardware, and termination on the existing structures.
- Near the eastern terminus, execute the pipeline crossing (PX-36) via HDD per DTL-2, the ice road crossing (IX-B35) per DTL-1, and the road/culvert crossing (RX-B37) per the site-specific detail.

3.3 Huts (Bid Alternate A)

- Bid Alternate A: furnish/install up to two trailer-mounted amplifier huts (approx. 8’×10’, insulated, heaters/fans, generator, ≤500 gal fuel, batteries) on existing pads or approved locations.

3.4 HDD (Bid Alternate B)

- Bid Alternate B: furnish all labor, equipment, and materials to execute the bored crossings as a discrete scope, separable from the base tundra-lay scope: the Colville River crossing (WX-B23, ~3,015 ft gap / ~3,255 ft bore length), the pipeline crossing (PX-36, per DTL-2), and the ice road crossing (IX-B35, per DTL-1) if bored. The Colville crossing is anticipated as a drill-and-leave operation, with the drill string remaining in place as permanent casing/conduit, and is expected to require a drill rig in the 150-ton class (thrust/pullback capacity) or larger.
- Scope includes winter mobilization of the rig and support equipment to the crossing locations, site-specific bore design confirmation, mud program and containment, drill pipe/casing left in place as permanent conduit, conduit proofing, pull-in or installation of FOC (or innerduct for later pull-in by others, as proposed), bore-end warning markers, and as-built bore profiles.
- Bidders may price Bid Alternate B (i) as part of a full base-scope proposal, (ii) as a standalone bid for the bores only, or (iii) as a deduct from the base scope if the bores are awarded separately. Standalone bore bids shall identify interfaces and assumptions with the base-scope contractor, including site access and ice road/pad support, cable or conduit handoff points at each bore end, splice responsibility, schedule dependencies within the winter travel window, and any shared logistics (fuel, camps, bear guards).

3.5 Testing & Turn-Up

- Perform OTDR, insertion loss/return loss and continuity tests on all Phase II spans; following integration with the Phase I plant at AMP SITE #1, perform end-to-end acceptance testing of the complete Utqiagvik–NOP system; provide final acceptance test reports with traces and summary tables.

3.6 Documentation & As-Builts

- Provide as-built GIS (ESRI shapefile, NAD83), splice map, crossing photos, and redlines; furnish ROW as-built packages supporting both the BLM submission (NPRA segment) and the DMLW-approved as-built survey required under DNR Entry Authorization ADL 422759 (state-land segment).

3.7 Demobilization & Site Restoration

- Remove temporary works, camps, and waste; document cleanup and tundra protection activities as required.

4) TECHNICAL REQUIREMENTS & DELIVERABLES

4.1 Means & Methods (Minimum)

- Tracked winter vehicles (e.g., Pisten Bully/Tucker Terra, rolligons), sleighs, splice trailers, fuel trailers with secondary containment; ice cutting saws; cable plow; small tracked excavator for bank stabilization.

4.2 Crossings

- Execute crossing mode per site-specific design to minimize disturbance; use anchors/bank embedment as needed; limit machine passes at crossings. For bored crossings (Colville River, pipeline, ice road), comply with the applicable crossing details, minimum depth/separation requirements, casing and marker requirements, and the technical requirements of the affected infrastructure owner. Mark bore ends with bore warning markers at both ends.

4.3 Water Withdrawal (if used)

- Obtain ADF&G Title 16 authorizations and use screened intakes compliant with NMFS criteria when mixing sand slurry for pole backfill.

4.4 Safety & Wildlife

- Implement bear-aware program with bear guards and deterrence protocols; comply with MBTA/BGEPA and USFWS LOA for polar bear harassment (Level B, non-lethal).

4.5 Reporting

- Pre-season work plan to BLM; polar bear observation forms; season closeout reports; NSB completion report; reporting and notifications required under DNR ADL 422759 stipulations for work on state land; provide as-built corridor dataset (NAD83).

4.6 Deliverables (Minimum)

- Project Execution Plan; HSE Plan (SPCC, HazMat contingency, Waste Mgmt, Bear-Human Interaction Plan).
- Quality Plan; Logistics Plan; Daily/Weekly progress reports.

- Test Plans and Final Reports; As-builts (GIS, stationing, splice map); Photo log of crossings; Closeout documentation.

5) PERMITTING & COMPLIANCE

Owner responsible for securing fundamental land access/ROWs: BLM ROW through the NPRA; State of Alaska DNR Entry Authorization/easement ADL 422759 for the state-land segment (Colville River to NOP); facility access and interface agreements with Santos at NOP; third-party infrastructure crossing consents as applicable; and coordinating a USFWS LOA for polar bear interactions.

Contractor is responsible for activity-specific permits driven by means/methods (e.g., ADF&G Title 16 fish habitat and water use, temporary structures at crossings) and compliance with USACE Nationwide Permit 57 and NSB development permits as applicable. Contractor shall operate consistent with the BLM Stipulations and Required Operating Procedures (NPRA segment) and the DNR ADL 422759 stipulations (state-land segment), and shall comply with the crossing/technical requirements of third-party infrastructure owners (e.g., ConocoPhillips, Santos) for crossings of their facilities and ice roads. Method statements shall evidence compliance.

6) ASSUMPTIONS AND EXCLUSIONS

Assumptions

- Construction will occur fully within agency-defined winter travel windows.
- OSPE route, crossing schedule, and typicals will be provided under NDA.
- Helicopters are not planned for winter deployment; O&M helicopter access occurs post-deployment as needed.
- Phase I plant (Utqiagvik to AMP SITE #1) is constructed and available for integration; poles are set at WX-19, WX-22, and WX-25.
- The Colville River crossing will be executed as a directional bore; the previously considered aerial crossing options at the Colville are not used.

Exclusions

- Permanent gravel work or trench burial along tundra segments (design is tundra lay to settle naturally).
- Summer heavy equipment access unless specifically approved for repairs/settling/alignment.

7) 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.

8) PROPOSAL REQUIREMENTS

1. Cover Letter & authorized signatory.
2. Understanding & Approach to tundra lay, the four crossing modes (including HDD), the Colville River bore, and integration with the Phase I plant;
3. Execution Plan & Schedule (Gantt) for a ~120-day winter campaign; staging and mobilization trains; reel/splice plan.
4. Equipment & Staffing Plan (vehicles, camps, fuel logistics with secondary containment; splicing crews; bear guards).
5. Quality Plan (FOC testing—OTDR/IL/RL, acceptance thresholds, defect remediation); sample test report.
6. HSE Plan (SPCC; HazMat contingency; waste mgmt; Bear-Human Interaction Plan; wildlife avoidance and MBTA/BGEPA compliance).
7. Permitting Strategy aligned to the permit matrix; roles & responsibilities.
8. Community & Local Hire Plan (coordination with local organizations; cultural practices).
9. Past Performance (remote Arctic winter OSP projects; stream/river crossings; HDD/directional boring in permafrost or Arctic conditions; NPRA/BLM and State of Alaska DNR experience).
10. Commercial Proposal: Lump Sum for base scope; Unit Prices by crossing type, splices, anchors, bank stabilization, extra mobilizations, reel handling, and directional bores (per LF, inclusive of drill string/casing left in place as permanent conduit); Bid Alternate A (amplifier huts); Bid Alternate B (HDD bores per Section 3.4 — priced within the base proposal, as a standalone bore-only bid, or with a base-scope deduct if awarded separately).
11. If T&M components are proposed, include full rate sheet and a not-to-exceed value.
12. Subcontracting plan (identify subs, scope split, experience).
13. Compliance Attestations: Signed Exhibit C (Debarment) and Exhibit D (Lobbying) certifications.

Partial Bids & Subcontract Teaming (Optional). Quintillion will accept proposals for **discrete portions** of the Work and **constructability/value** suggestions. If submitting a partial bid, clearly identify: (i) the **specific scope/discipline** covered, (ii) **interfaces** and assumptions, (iii) **deliverables**, and (iv) **pricing** (lump sum and/or unit rates). Indicate your **availability to perform as a subcontractor** to the selected prime contractor and list any key capabilities, crews, and equipment you would provide.

9) EVALUATION CRITERIA

- Technical approach & constructability in Arctic winter and on tundra; crossing methodology, including HDD execution plan for the Colville River bore. The Colville River crossing (WX-B23) shall be executed as a directional bore (~3,015 ft gap; ~3,255 ft bore length) per the site-specific bore design. Quintillion anticipates a drill-and-leave operation, in which the drill string remains in place as permanent casing/conduit, and expects the crossing will require a drill rig in the 150-ton class (thrust/pullback capacity) or larger. Contractor shall confirm rig sizing, drill pipe/casing specification, and tooling in its bore execution plan.

- Schedule realism for a ~120-day winter window; readiness for staging and contingencies.
- Experience with NPRA/BLM and Alaska DNR projects, Title 16 fish-habitat work, river/aerial crossing systems, directional boring in Arctic/permafrost conditions, and OSP splicing/testing.
- HSE & Wildlife plans (SPCC, bear plan, MBTA/BGEPA) and performance metrics.
- Quality (testing program; as-built GIS deliverables).
- Community engagement & local hire plan.
- Value (price, unit costs, risk sharing) and commercial terms.

10) INSURANCE REQUIREMENTS

- Workers' Compensation (statutory).
- Employers' Liability $1,000,000.
- Automobile Liability $1,000,000 CSL.
- Commercial General Liability $1,000,000 occurrence incl. contractual liability & completed operations.
- Umbrella/Excess $5,000,000.
- Professional Liability $2,000,000
- Contractors Pollution Liability $1,000,000
- Except Workers' Compensation, name Quintillion as Additional Insured with waiver of subrogation; Contractor's insurance shall be regarded as primary & non-contributory.
- For work on State of Alaska lands, Contractor's coverage shall additionally satisfy the insurance requirements of DNR Entry Authorization ADL 422759 (11 AAC 96.065), including naming the State of Alaska as additional insured with respect to operations on

the authorized premises (ADL 422759), occurrence-form policies issued by insurers licensed in Alaska, and 60-day prior notice of cancellation, non-renewal, or material change.

11) CONTRACT TERMS & FEDERAL REQUIREMENTS

- NDA prior to sharing OSPE design and route packages (Exhibit A).
- Federal provisions in Exhibit B apply if the project uses federal funding; Exhibits C and D certifications required with the proposal.
- Performance assurance (e.g., performance bond or letter of credit) may be required based on award size and risk profile.
- Condition precedent to NTP**.** Contractor shall not mobilize for field work until Owner issues NTP confirming that all required permits, approvals, and rights of entry/land access necessary for the applicable work have been secured.
- Contractor shall perform in a manner that preserves Owner's compliance with the BLM ROW stipulations/ROPs and DNR ADL 422759 stipulations, including obligations underlying Owner's performance guaranty to the State.

12) RFP TIMELINE

- Proposals due: **8/20/2026, 5:00 PM Alaska Time**
- Selection target: 9/18/2026
- NTP target: 10/17/2026—aligned to winter travel window opening

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

Proceeding contingency: Award may be made; however, issuance of any Notice to Proceed (NTP) is contingent upon the Owner obtaining all required permits, approvals, and rights of entry/land access. If such approvals are delayed or not granted, the Owner may postpone NTP, adjust the schedule, or cancel without liability to bidders.

13) SUBMISSION PROCEDURES

Submit proposals by email to the addresses listed on the cover (single PDF plus native schedule files).

File name format: 2026.07.30_Quintillion RFP UTQ–NOP-PII_Outside Plant Construction_[Company Name].

Proposals must be signed by an authorized representative and remain irrevocable for 30 days after the submission deadline.

Partial bid submissions. Use the subject line/file name tag "***Partial Bid – [Discipline]***" (e.g., …_Partial Bid – Splicing_[Company]). Quintillion **may share partial bids** with shortlisted or awarded **prime contractors** solely to facilitate teaming discussions; submission **does not obligate** Quintillion to make an award.

14) QUESTIONS

All questions must be submitted in writing to the submission email addresses. Answers will be provided as questions are received and be distributed to all known recipients without attribution.

Exhibits

Exhibit A – OSPE & Route package

OSPE & Route Package (under NDA): route KML/ESRI files (NAD83), stationing, crossing list, and typicals for elevated/anchored/HDD/Ice Road crossings.

Exhibit B – Required Federal Provisions (2 CFR Part 200 Appendix II, etc.)

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.

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Exhibit C – Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion (Lower-Tier)

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

1. By signing and submitting this contract or proposal, the prospective lower tier participant is providing the certification set out below.

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 and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had 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 meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. The term "principals" includes, but is not limited to, officers, directors, owners, partners, and principal investigators. You may contact the person to which this proposal or contract is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by signing and submitting this contract or proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, 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 proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction,'' 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 it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, 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, review the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order 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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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.

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Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion

Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by signing and/or submission of this proposal or contract, 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.

2. 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.

Name of Vendor, Contractor, or Subgrantee: ______________________________

Signature: ____

Name of Authorized Signatory: ______________________________________

Title:____

Date: ____

Exhibit D – Certification Regarding Lobbying

Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

____
Signature

____
Title:

____
Organization:

____
Date