



REQUEST FOR PROPOSALS

FTTH Outside Plant Engineering (OSPE)

Gambell and Savoonga, St. Lawrence Island, Alaska *Alaska Broadband Grant Program | BEAD Project CM61-BEAD-AK-151 (PDPA 20-02) | St. Lawrence Island, Alaska*



Quintillion terrestrial fiber optic network, Alaska.

RFP Number	QSO-BEAD-151-OSPE-001
Posting Date	9/2/26
Proposals Due	9/17/26, 5:00 PM AKDT

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1. PURPOSE

This Request for Proposal (RFP) outlines the scope of work required to complete the necessary Outside Plant Engineering (OSPE) of a SpaceX Community Gateway and terrestrial fiber distribution network supporting Fiber to the Home (FTTH) service for the communities of Gambell and Savoonga on St. Lawrence Island, Alaska, under Quintillion's Alaska BEAD Project CM61-BEAD-AK-151 (PDPA 20-02). The successful supplier will be responsible for completing the outside plant engineering, including active coordination with Quintillion project management, land and right of way acquisition, permitting, and the SpaceX installation team.

2. BACKGROUND

Alaska has some of the most remote, rugged, and culturally diverse geographic areas in the United States. As a result, it faces unique project challenges arising from geography, topology, weather, the lack of contiguous roads, transportation, in-town accommodations, and the demographics of the State. Alaska ranks last overall in broadband availability, and many of its rural communities are remote and separated by vast distances, not interconnected by roads or fiber backbones.

The communities to be served by this grant, Gambell and Savoonga, are located on St. Lawrence Island in the northern Bering Sea, approximately 200 miles west of Nome and 36 miles from the coast of the Russian Far East. Residents are predominantly Alaska Native, and the island's remoteness and severe Arctic climate make broadband infrastructure projects difficult and costly. Together, the two communities encompass 391 unserved and underserved serviceable locations.

Quintillion has been awarded funding under the Alaska Broadband Equity, Access, and Deployment (BEAD) program (BEAD Project CM61-BEAD-AK-151) to provide high-capacity fiber optic service to Gambell and Savoonga, on St. Lawrence Island. The project will install a SpaceX Community Gateway in Savoonga and another in Gambell, and will deliver last-mile Fiber to the Home service to each community. This network will provide, for the first time, affordable high-speed broadband to these communities, greatly enhancing access to education, health care, government, and commerce.

3. SCOPE OF WORK

The supplier's scope of work will include the necessary engineering consulting and preparation of deliverables necessary to complete the pre-construction outside plant engineering for the segments associated with the Quintillion BEAD Project CM61-BEAD-AK-151, and further described in Exhibit A. The scope includes the following route segments:

- OSPE design of a SpaceX Community Gateway in Savoonga, outlining fiber and power to and from the Gateway array
- Savoonga anchor institution and carrier fiber interconnections.
- Savoonga Fiber to the Home distribution fiber network.
- OSPE design of a SpaceX Community Gateway in Gambell, outlining fiber and power to and from the Gateway array
- Gambell anchor institution and carrier fiber interconnections.

- Gambell Fiber to the Home distribution fiber network.

The selected supplier will:

- Work closely with Quintillion's project management office, permitting, land acquisition, and system technical resources, keeping them informed of the OSP engineering effort and providing technical support associated with OSP design.
- Conduct a comprehensive assessment of all relevant local, State, national, and BEAD program regulations along with grant application details pertaining to the proposed network installation, and identify all NTIA BEAD and permitting compliance requirements specific to the installation of all OSP facilities for this project. Exhibit A provides the current permitting framework for the project. In addition, Exhibit C provides federal grant requirements associated with federally funded projects.
- Prepare a project plan and allocate appropriate resources to successfully complete the necessary outside plant engineering deliverables as outlined in the plan. Evaluate route conditions, existing utilities, rights of way, easements, and land ownership along the proposed routes provided by Quintillion. Develop preliminary fiber route designs including plan-view sheets for all areas of the route, construction details, material specifications, unit descriptions, quantities, and rough order of magnitude (ROM) cost estimates for the installation of all OSP segments, as described in this RFP.
- Provide narrative inputs for incorporation into the project description and plan of development, describing contemplated construction equipment, methods, and timelines. Assist the permitting team with the preparation of necessary technical documentation for permit applications and for the 35 percent and 65 percent design packages, including forms, technical specifications, and other required materials. Ensure that all documentation is complete, accurate, and tailored to the requirements of each regulatory authority.
- Coordinate directly with local community and utilities rights of way representatives and perform site and route surveys. Assist with ongoing outreach and consultation activities with key stakeholders, such as government agencies, environmental organizations, local communities, ANCSA corporations, and potential network users.
- Participate in ongoing project team meetings, and attend onsite meetings as required to provide technical support. Revise the preliminary fiber route designs and development plans as necessary to incorporate feedback from stakeholders, regulatory agencies, and landowners.
- Complete construction-ready fiber route designs and specifications for all segments. Engage third party providers as subcontractors as necessary to acquire relevant data for the route, perform geotechnical or land surveying, perform pole calculations, or provide additional services necessary to complete the assigned tasks in this scope of work. All third-party subcontractors will require Quintillion approval prior to beginning services under this scope of work.
- Note: Quintillion has an existing OSPE plan under a previous grant and separate infrastructure. This design must be updated/enhanced to include the SpaceX Gateways in Gambell & Savoonga. Copies of these designs will be made available to bidders with an active Non-Disclosure Agreement (NDA) with Quintillion

The selected supplier will be responsible for providing the following deliverables upon successful completion of the project:

- **OSP Project Plan.** Prepare a detailed project plan and assign resources to complete the necessary outside plant engineering deliverables as outlined in the plan, including a ROM estimate and predicted schedule for the installation of all OSP segments.
- **Preliminary OSP Design.** Develop preliminary fiber route designs including plan-view sheets for all areas of the route, construction details, material specifications, and unit descriptions and quantities for each identified route segment.
- **OSP Technical Inputs.** Provide narrative inputs for incorporation into the project description and plan of development, describing contemplated construction equipment, methods, and timelines for each identified route segment.
- **Revised Preliminary OSP Design.** Complete revisions to the preliminary fiber route designs and development plans as necessary to incorporate feedback from stakeholders, regulatory agencies, and landowners.
- **Final OSP Design.** Complete construction-ready fiber route designs and specifications for all segments.

The period of performance for the scope of work will be established during contract negotiation with the selected supplier.

4. REQUIREMENTS

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

By submitting a proposal, Supplier represents that it and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in Federal transactions. Supplier must remain eligible throughout performance and must immediately notify Quintillion of any change in status. Quintillion may verify eligibility through SAM.gov and applicable State excluded-party records

The selected Supplier shall certify that it is authorized to do business in the State of Alaska and that all professional services requiring licensure will be performed, reviewed, and sealed, when required, by appropriately licensed professionals. Evidence of required insurance and bonding shall be provided as required by the Contract and the Alaska BEAD Grant Agreement

If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or contracted work. Any proposals which call for outsourcing or contracting work must include the name and description of the organizations being contracted. The selected Supplier shall remain fully responsible for subcontracted work and shall flow down to every lower-tier subcontractor each provision of the Contract, this RFP, and the Alaska BEAD Grant Agreement that is applicable to the subcontracted work, including the requirements in Exhibit B

All costs must be itemized to include an explanation of all fees and costs. Time and material proposals must include a not-to-exceed amount to accomplish the specified scope of work.

5. 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

6. CONTRACT TERMS AND CONDITIONS

If not executed already, supplier shall sign a Non-Disclosure Agreement (NDA) 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 B). 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.

Additional contract terms and conditions will be negotiated upon selection of the 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.

7. 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 Insurance, with statutory limits for each jurisdiction in which any part of the Work is furnished and including, when applicable, Longshoremen's and Harborworkers' and Jones Act insurance coverage.
- Employer's Liability Insurance with single limits of not less than \$1,000,000 each accident and each disease, each employee and each disease.

- Commercial Automobile Liability Insurance covering all vehicles used in the operations of Contractor with single limits of not less than \$1,000,000 each occurrence and in the aggregate, such policy to be endorsed with MCS-90 when hazardous material transportation is involved.
- Commercial General Liability Insurance, including but not limited to blanket contractual liability, with combined bodily and personal injury, death, and property damage single limits of not less than \$2,000,000 each occurrence and in the aggregate.
- Professional Liability / Errors and Omission Insurance covering errors, omissions, or negligent acts of the Supplier, its subcontractors, and persons directly or indirectly employed by them in the performance of professional services.

Limits required based on the following table

Contract Amount	Minimum Required Limits
Under \$100,000 -	\$100,000 per occurrence / \$300,000 annual aggregate;
\$100,000-\$499,999 -	\$500,000 per occurrence / \$1,000,000 annual aggregate;
\$500,000-\$999,999 -	\$1,000,000 per occurrence / \$2,000,000 annual aggregate;
\$1,000,000 or more -	\$2,000,000 per occurrence / \$5,000,000 annual aggregate

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 Professional Liability/Errors and Omissions insurance, and shall 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.

The selected supplier must provide at least 30 days' prior written notice to Quintillion of cancellation, nonrenewal, or material reduction in coverage, except where a shorter period is required by insurer practice or law.

7. 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 solutions 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 solutions based on the work to be performed in accordance with the scope of this project.

- **Technical expertise and experience:** suppliers must provide descriptions and documentation of staff technical expertise and experience.

8. RFP TIMELINE

All proposals in response to this RFP are due no later than 5:00 PM Alaska Daylight Time (AKDT) on 9/15/26. The anticipated schedule for this RFP is as follows:

Milestone	Date
RFP Posting Date	9/2/26
Deadline for Written Questions	9/8/26, 5:00 PM AKDT
Responses to Questions Posted	9/10/26
Proposal Submission Deadline	9/17/26, 5:00 PM AKDT
Anticipated Notification of Selection	9/28/26
Anticipated Contract Commencement	10/5/26

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

9. SUBMISSION INSTRUCTIONS

Proposals must be submitted electronically in PDF format by e-mail to all of the addresses below:

mpeterson@quintillionglobal.com
 mcuevas@quintillionglobal.com
 apaul@quintillionglobal.com
 ddean@quintillionglobal.com
 amaduakor@quintillionglobal.com

Subject Line: RFP QSO-BEAD-151-OSPE-001, FTTH Outside Plant Engineering

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 proposals already submitted will be allowed if submitted in writing prior to the deadline for submittal in this 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. Any proposal received after the time and date specified shall not be considered.

Supplier shall be deemed to have notice of, and to have fully examined, all of the documentation relative to this RFP, and to have fully considered the risks, contingencies, and other circumstances which could affect its proposal. Quintillion will not entertain any claim on the part of 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 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 RFP.

Domestic Preference for Procurements (Buy American). Pursuant to 2 C.F.R. 200.322, a non-Federal entity should, to the greatest extent practicable under a Federal award, 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, including all contracts and purchase orders for work or products pursuant to this program.

10. QUESTIONS

All questions regarding this RFP must be submitted in written form no later than 5:00 PM AKDT on 9/8/26 to all of the addresses below:

mpeterson@quintillionglobal.com
mcuevas@quintillionglobal.com
apaul@quintillionglobal.com
ddean@quintillionglobal.com
amaduakor@quintillionglobal.com

EXHIBIT A

OSP and Fiber Route Corridors for Consideration

Reference route shapefiles and diagrams for the St. Lawrence Island segments provided separately, and under NDA.

EXHIBIT B – APPLICABLE FEDERAL LAWS AND REGULATIONS

Applicability. Because the Contract is funded in whole or in part with federal financial assistance, Contractor shall comply with all federal, state, and award-specific requirements applicable to Contractor’s scope of work. Contractor shall ensure that its subcontractors and lower-tier suppliers comply with all requirements that are required to be flowed down or that otherwise apply to their respective scopes. These requirements are in addition to, and do not limit, Contractor’s other obligations under the Contract.

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Continuing compliance. Contractor shall comply with the federal laws and requirements identified below, as amended or supplemented from time to time to the extent applicable to the Project. If Quintillion provides Contractor with an updated or additional federal or state requirement that applies to Contractor’s scope and is necessary for Quintillion’s compliance with the BEAD award, Contractor shall promptly implement the requirement and flow it down to affected lower tiers, as applicable

1. Incorporated Federal Laws and Regulations

Without limiting the generality of the foregoing, Contractor shall comply, to the extent applicable to its scope, with the following authorities and requirements:

1. Comply with all applicable standards, orders, or regulations issued pursuant to Appendix II of 2 CFR Part 200.
2. Requirements of the Infrastructure Investment and Jobs Act (2021).
3. Department of Commerce, National Telecommunications and Information Administration (NTIA) Notice of Funding Opportunity (NOFO) No. NTIA-BEAD-2022 dated May 13, 2022.
4. NTIA BEAD Restructuring Policy Notice dated June 6, 2025.
5. Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements as published in the Federal Register on December 30, 2014 (79 FR 78390).
6. Department of Commerce Financial Assistance General Terms and Conditions issued September 22, 2025.
7. The General Terms and Conditions for the NTIA BEAD Program Funds updated November 2025.
8. BEAD Program Human Subject Research Guidance dated September 29, 2022, and the U.S. Department of Commerce Regulations, 15 CFR Part 27.

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9. All Executive Orders applicable and in legal effect at the time of signing this Agreement and all executive orders issued after the effective date of this Agreement.
10. Federal Funding Accountability and Transferability Act of 2006 and 2 CFR Part 170.
11. The Grant Funds allocated in connection with this Agreement are considered to be federal financial assistance, subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and all related provisions of the Uniform Guidance, 2 CFR § 200.303 regarding internal controls and §§ 200.330 through 200.332.
12. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR § 200, other than such provisions as NTIA may determine are inapplicable to this Grant Award and subject to such exceptions as may be otherwise provided by NTIA. Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
13. Developing appropriate internal control procedures consistent with 2 CFR §200.303. d. Reporting Subaward and Executive Compensation Information, 2 CFR §170, pursuant to which the award term set forth in Appendix A to 2 CFR § 170 is hereby incorporated by reference.
14. Federal Funding Accountability and Transparency Act (FFATA) of 2006. In accordance with 2 CFR § 170, all recipients of a federal award made on or after October 1, 2010, are required to comply with reporting requirements under the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282).
15. If at any time, the total amount of federal funds reaches a value exceeding \$10,000,000.00 including currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies for any period of time during the period of performance of an award made under the Alaska Broadband Grant Program, the grantee is subject to the requirements specified in Appendix XII to 2 CFR § 200 for maintaining the currency of information reported to SAM that is made available in the Federal Awardee Performance and Integrity Information System (FAPIIS) about certain civil, criminal, or administrative proceedings involving the recipient.
16. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (not procurement), 2 CFR § 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR § 180, Subpart B) that the Grant Award is subject to 2 CFR § 180 and Treasury's implementing regulation at 31 CFR § 19.

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17. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR § 200, Appendix XII to § 200 is hereby incorporated by reference.

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18. Governmentwide Requirements for Drug-Free Workplace, 31 CFR § 20.

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19. All applicable restrictions on lobbying certifications per 31 CFR § 21.

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20. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

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21. Contract provisions for non-federal entity contracts under federal awards (Appendix II, 2 CFR § 200).

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22. The Uniform Federal Accessibility Standards (UFAS), as published by the United States Access Board. The Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA and certain related federal environmental laws, statutes, regulations, and Executive Orders found in 7 CFR § 1970.

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23. The Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 CFR § 10.4); (ix) the Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.).

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24. The Clean Air Act and the Federal Water Pollution Control Act; and

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25. The Telecommunications Act of 1996, as amended (Pub. L. 104-104, 110 Stat. 56 (1996); and the Communications Assistance for Law Enforcement Act (47 U.S.C. § 1001 et seq.).

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26. The Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

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27. Federal Communications Commission (FCC) Ownership Disclosures (47 CFR § 1.2112 (a)(1)-(7)).

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28. Federal Communications Commission (FCC) Digital Opportunity Data Filing Requirements (47 CFR § 1.7004).

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29. Access Broadband Act (47 USC § 1307, and Infrastructure Act § 60105).

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30. Trade Secrets Act (as amended 18 USC 1905).

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31. Economic Espionage Act of 1996 (18 USC 1831 et. seq.).

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32. Protected Critical Infrastructure Information (6 CFR § 29).

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33. Sensitive Security Information (49 CFR § 1520).

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34. The National Historic Preservation Act of 1966 (16 USC 470, 36 CFR § 800).

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35. The National Environmental Policy Act (NEPA of 1969 (42 USC Section 4321 et seq.)).

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36. Coastal Zone Management Act of 1972, As Amended (16 USC 1451 et seq.)_Δ
37. The Endangered Species Act of 1973, As Amended (16 USC 1531 et seq.)_Δ
38. Magnuson-Stevens Fishery Conservation and Management Act (MSA)_Δ
39. Marine Mammal Protection Act (MMPA)_Δ
40. Clean Water Act (CWA)_Δ
41. The Clean Air Act, (CAA) as Amended (42 USC 7409, 7410, 7502-7514, 7571-7574)_Δ
42. National Historic Preservation Act (NHPA) of 1974, Section 106 (54 USC § 306108)_Δ
43. Coastal Barrier Resources Act (CBRA) (16 USC Sections 3501 et seq.)_Δ
44. Rivers and Harbors Act_Δ
45. Resource Conservation and Recovery Act (RCRA)_Δ
46. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)_Δ
47. The Wild and Scenic Rivers Act of 1968, As Amended (16 USC 1271 et seq.)_Δ
48. The Safe Drinking Water Act (SDWA) of 1974, As Amended (42 USC Section 201, 300(f) et seq., and U.S.C. Section 349)_Δ
49. Farmland Protection Policy Act (FPPA) of 1981, As Amended (7 USC 4201 et seq.)_Δ
50. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) (2 CFR §25), information on subawards made by Federal grantees must be made publicly available. Including requirements on executive compensation, and 2 CFR §170 Reporting Sub-award and Executive Compensation Information (FSRS)_Δ

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2. Specific Contractor Compliance Requirements

Procurement of Recovered Materials

To the extent applicable, Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962, and applicable EPA guidelines at 40 CFR Part 247. Contractor shall procure designated items containing the highest practicable percentage of recovered materials consistent with satisfactory competition when the applicable purchase thresholds are met, and shall, to the greatest extent practicable and consistent with law, favor reusable, refurbished, recycled, biobased, energy-efficient, water-efficient, and other sustainable products and services.

Prohibited Telecommunications and Video Surveillance Equipment or Services

Contractor and its subcontractors shall not use BEAD grant funds, including non-Federal cost share, to procure, obtain, extend, renew, or support covered telecommunications or video-surveillance equipment or services prohibited by 2 CFR § 200.216, Section 889

of Public Law 115-232, or the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. § 1608). Contractor shall not design, specify, recommend, procure, or incorporate covered equipment or services into the Project.

Domestic Preferences; Build America, Buy America

The Project is subject to applicable domestic-preference and BEAD Build America, Buy America (BABA) requirements. Contractor and its subcontractors shall comply with 2 CFR § 200.322, 2 CFR Part 184, applicable Department of Commerce and NTIA guidance, and applicable BEAD BABA waivers. Products specified or used for the Project must comply unless Quintillion confirms an applicable waiver in writing. Contractor shall maintain documentation sufficient to demonstrate compliance and shall flow applicable requirements to each lower tier whose work includes the design, specification, procurement, manufacture, supply, or use of Project products.

Records, Retention, and Audit Access

Records and audit access. Contractor and its subcontractors shall maintain complete records sufficient to demonstrate compliance with the Contract, applicable procurement requirements, and the BEAD award requirements. Such records shall be retained for at least six (6) years from Project closeout, or longer if required by applicable law, an audit, claim, litigation hold, or written direction. Contractor shall provide Quintillion, the Alaska Broadband Office (ABO), NTIA, the U.S. Department of Commerce Office of Inspector General, and their authorized representatives reasonable access to relevant books, records, files, accounts, and supporting documentation for audit, monitoring, inspection, and compliance purposes.

Conflicts of Interest; Fraud, Bribery, and Gratuities

Conflict of interest; fraud, bribery, and gratuities. Contractor shall comply with 2 CFR 200.112 and 2 CFR 200.318(c), disclose to Quintillion any actual or potential conflict of interest affecting this federally funded work, and prohibit any improper personal or pecuniary interest in contracts or subcontracts related to the Project. Contractor shall promptly report suspected fraud, waste, abuse, bribery, gratuity violations, false claims, product substitution, mislabeling, or time/material overcharging related to the Project.

Whistleblower Protection

Whistleblower protection. Contractor shall comply with 41 U.S.C. 4712 Contractor and its subcontractors shall inform their employees in writing, in the employees' predominant native language, of the rights and remedies provided under 41 U.S.C. 4712 and shall not retaliate against employees for protected disclosures.

No Liability of Grantor

No liability of grantor. The Alaska Broadband Office and the State of Alaska are not parties to the Contractor's Contract or any lower-tier subcontract and shall not be liable

for damages or claims arising from Contractor or subcontractor performance or activities under such contracts.

Cybersecurity and Supply-Chain Risk Management

Cybersecurity and supply-chain risk management. To the extent applicable to Contractor's services, systems access, design responsibilities, or third-party network facilities, Contractor shall comply with Quintillion's approved Cybersecurity and Supply Chain Risk Management (C-SCRM) Plan and shall execute or obtain any required third-party compliance attestation requested by Quintillion. Contractor shall implement updated requirements provided by Quintillion during performance.

Political Activity and Lobbying

Political activity and lobbying. BEAD-funded amounts shall not be used for partisan political activity or to influence the election or defeat of a candidate or ballot issue. Contractor shall comply with all applicable lobbying restrictions and certifications, including 31 U.S.C. 1352 and 31 CFR Part 21

Information Protection

Information protection. Contractor shall take reasonable measures to safeguard protected personally identifiable information and other confidential, sensitive, proprietary, critical-infrastructure, and security information generated or obtained in connection with the Project.

Compliance Updates

Compliance updates. If Quintillion provides Contractor with an updated or additional Federal or State requirement that is applicable to Contractor's scope and required for Quintillion's compliance with the BEAD award, Contractor shall promptly implement the requirement and flow it to affected lower tiers.

3. Flow-Down and Documentation

Contractor shall include in each subcontract, purchase order, and other lower-tier agreement all federal and award requirements that are required to be flowed down or that are applicable to the lower-tier party's scope. Contractor remains responsible for obtaining and maintaining records, certifications, attestations, and other documentation reasonably necessary to demonstrate compliance with this Appendix.

Order of precedence. If a requirement in this Appendix conflicts with a more stringent applicable federal law, regulation, award term, or written Project-specific requirement issued by Quintillion, the more stringent applicable requirement shall control to the extent of the conflict.

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EXHIBIT C

Summary of Potential Permitting Framework for Use as a Starting Point

Agency	Permit / Authorization	Triggers	Applicable Project Components	Required for Permit	Regulatory Review Time
USACE	CWA Section 404 NWP 57 Utility Activities	Onshore activities that discharge dredged or fill material to waters of the US of one-half acre or less; PCN required if loss exceeds one-tenth acre of wetlands	Trenching and directional boring for FTTH distribution fiber and Gateway fiber and power feeds where wetlands are crossed	Pre-Construction Notification (PCN) if wetland loss thresholds are met	PCN required to comply with general condition 18 if endangered species or habitat is within the project area; 45 to 60 days
USFWS	MBTA Consultation	Ground-disturbing activities that may result in a take of any migratory bird	FTTH distribution construction and Gateway site preparation	Biological Report	Allow 30 to 60 days for consultation
USFWS	Bald and Golden Eagle Protection Act Permit	Incidental take of a Bald or Golden Eagle near an active or inactive nest during ground-based construction	Gateway site preparation, pole and conduit installation, and maintenance activities	Eagle nest survey may be required	Allow at least 60 days; some applications may take more than 90 days (50 CFR 13.11)
USFWS	ESA Section 7 Consultation	Activities during construction that may result in a take of any listed Endangered Species	FTTH distribution and Gateway site construction	Biological Report	30-day Public Notice, extendable to 90 days; 1 to 2 months for consultation; 6 to 12 months if a Biological Assessment is required
FCC / FAA	SpaceX Community Gateway Authorization and Coordination	Installation and operation of a SpaceX Community Gateway earth station and associated antenna array	Gateway array siting, grounding, and RF coordination in Gambell and Savoonga	Site coordinates, equipment specifications, and coordination per SpaceX and FCC earth-station requirements	Per SpaceX and FCC process; confirm current requirements with the operator
State of Alaska SHPO	Office of History and Archaeology clearance under the NHPA and Alaska Historic Preservation Act	Activities on State administered lands	Project components on State of Alaska lands, including Gateway sites and fiber routes	Archaeological Assessment and Report	SHPO has 30 calendar days to respond; average processing 60 to 90 days
ADNR	Alaska Cultural Resource Permit	Survey, testing, excavation, or removal of cultural and historic resources on state lands	Gateway sites, communications building, and fiber trenching locations	Detailed Project Description with map of areas of interest	Allow 30 to 60 days for processing and issuance
ADNR	Generally Allowable Use on State Lands	Surveying, staking, and geotechnical drilling to 300 feet	Gateway sites and potential fiber trenching locations	Included in the easement request where facilities are installed on state land	None
ADNR	DMLW Land Use Permit, Site Easements, and Property Leases	Activity on State land	Gateway sites and fiber routes on State land	Project description on State lands; facility as-built details	Minimum 30 days
ADF&G	Title 16 Fish Habitat Permit	Use, diversion, obstruction, or change to the natural flow or bed of a listed anadromous river, lake, or stream	Any fiber crossing conducted below the ordinary high water mark of an anadromous stream	Application, maps, equipment list, schedule	15 to 30 days
ADEC	Construction General Permit for stormwater discharges	Sites that disturb one acre or more and discharge into waters of the US	SWPPP for Gateway site and communications building construction, including trenching	SWPPP	2 weeks to prepare SWPPP and Notice of Intent
ADEC	Excavation Dewatering General Permit	Required if dewatering to waters of the US is necessary	Terrestrial trenching	Trenching details and anticipated pumping rates	30 days
ADOT&PF	Right-of-Way and Encroachment Permit	Activities on State DOT and PF administered lands, such as airports and roads	Fiber routes and directional boring within state administered rights of way	Application and traffic plan	Minimum 30 days
State Fire Marshal	Fire and Life Safety Plan Review	Occupancy, mechanical, electrical, and fuel sources associated with buildings and structures	Communications and Gateway support buildings	Engineering drawings	Within 10 working days of a complete application

Agency	Permit / Authorization	Triggers	Applicable Project Components	Required for Permit	Regulatory Review Time
Sivuqaq, Inc. and Kukulget, Inc.	Land Use Agreements (village corporations for Gambell and Savoonga)	Activity on their land	Gateway sites and fiber routes on corporation land	ANCSA consultation	Per corporation process
Bering Straits Native Corporation	Land Use Agreement (regional ANCSA corporation)	Activity on their land	Gateway sites and fiber routes on corporation land	ANCSA consultation	Per corporation process

This table is provided as a starting point only. The selected supplier is responsible for confirming the complete and current permitting framework applicable to the project.