Request For Proposal

Modular Cable Landing Stations (CLS) Bering Straits Broadband Project-Serving

St. Lawrence Island

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

Proposals Due 8/13/2026 by 5:00 PM AST

Version 1 | Issued 7/30/2026

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Version Control / Document Amendments

Version #	Date	Section	Changes
V1	7/16/2026	RFP	Issuance of RFP

PURPOSE

The objective of this Request for Proposal (RFP) is to procure two (2) prefabricated modular 10' x 20' Cable Landing Stations (CLS) and two (2) generators, to be delivered empty and staged to the project staging location. Quintillion is seeking qualified suppliers to provide the CLS units and generators only, with transportation to the project staging location. Quintillion is not requesting costs to outfit or equip the Cable Landing Stations.

This project is funded in whole or in part by a grant awarded by NTIA and all work shall comply with Uniform Guidance (2 CFR 200), and NTIA 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 is vast, with a landmass stretching 2,500 miles across, the distance from the west coast of California to Florida. Further, Alaska's population is one of the lowest in the nation and 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 two communities to be served by this grant, the Native Villages of Savoonga and Gambell, are located on St. Lawrence Island in the Bering Strait between the U.S. mainland and Russia, approximately 163 miles southwest of Nome, Alaska. Residents of each community are almost entirely Alaska Native and the Native Village of Savoonga and Native Village of Gambell are the federally recognized Tribal governments within each community. The remoteness of the island creates additional challenges for the Native population. The limited infrastructure and the geographical and climatological challenges make broadband projects incredibly difficult and expensive.

Kawerak, Inc, was awarded a National Telecommunications and Information Administration (NTIA) Tribal Broadband Connectivity Grant (TBCP1) to be used for detailed project planning and studies, community outreach, and acquisition of key equipment and materials to accelerate project implementation.

Kawerak, Inc. (Kawerak), in collaboration with Quintillion as subrecipient, is completing the planning for the full project implementation of the Bering Strait Broadband Project (the Project) to extend Quintillion's existing subsea fiber network from Nome to the Native Villages of Gambell and Savoonga on St. Lawrence Island, Alaska (Figure 1). The terrestrial fiber to the premises (FTTP) will deliver high-speed broadband to all households, businesses, and institutions in these communities. This project is a critical step in bridging the digital divide and fostering economic growth and educational opportunities in these underserved areas.

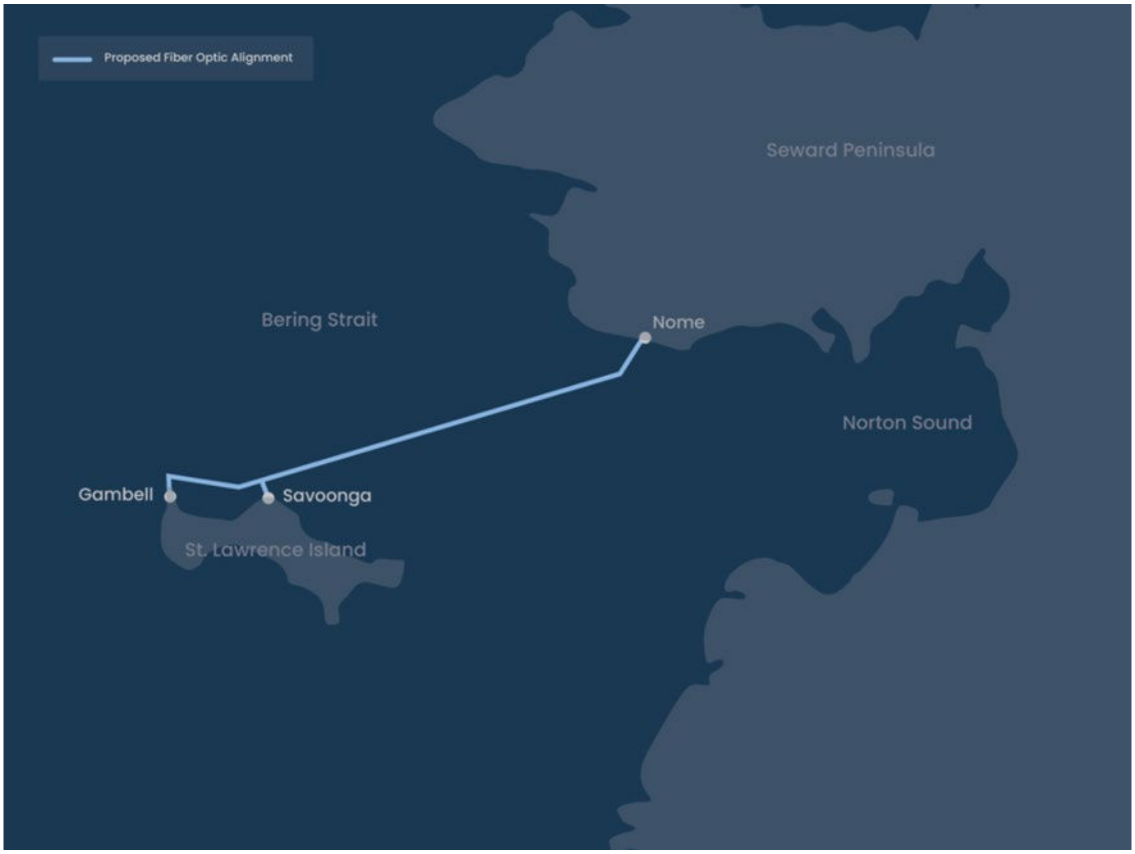

Figure 1: Location and Vicinity Map

SCOPE OF WORK

The objective of this Request for Proposal (RFP) is to procure two (2) prefabricated modular 10’ x 20’ Cable Landing Stations (CLS) and two (2) generators, to be delivered empty and staged to the project staging location. Quintillion is seeking qualified suppliers to provide the CLS units and generators only, with transportation to the project staging location. Quintillion is NOT requesting costs to outfit or equip the Cable Landing Stations. Cost estimate is based on prior Alaskan subsea fiber project experience.

Two (2) prefabricated modular 10’ x 20’ Cable Landing Stations (CLS) and two (2) generators will be procured and staged empty to the project staging location, with transportation included.

General Requirements

- Two (2) prefabricated modular Cable Landing Stations (CLS) required
- Exterior Dimensions: 10’ x 20’

- Cable Landing Stations (CLS) to be delivered empty – no interior equipment, outfitting, or systems required
- Two (2) standby generators to be included with transportation to the project staging location
- Delivery to Anchorage, AK (see Assumptions and Exclusions)

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 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 8/13/2026 The table below summarizes the key milestones for this RFP.

Evaluation of proposals will be conducted from 8/14/26 until 8/20/26. 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 8/27/26. 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:
2026.05.27_Quintillion RFP Bering Straits Broadband Project – Cable Landing Stations (CLS) and Generators _Organization Name
Proposals can also be submitted on our website: https://quintillionglobal.com/rfps, using the file name format:

2026.05.27_Quintillion RFP Bering Straits Broadband Project – Cable Landing Stations (CLS) and Generators _Organization Name

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 related 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 8/11/26. 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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions

Instructions for Certification

- By signing and submitting this contract or proposal, the prospective lower-tier participant is providing the certification set out below.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- Nothing contained in the foregoing shall be construed to require the 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.

- 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.

Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion

Lower Tier Covered Transactions

- 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.
- 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:	

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:	