



REQUEST FOR PROPOSALS

Outside Plant Construction

Hooper Bay USDA Rural Utilities Service (RUS) Reconnect Project
Quintillion Networks | 3601 C St, Suite 1000B, Anchorage, AK 99503

Questions Due 3/18/26 by 5pm AST	Proposals Due 4/13/26 by 5pm AST	OSP Construction Complete June 2027 (Service Ready July 2027)
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1. Purpose and Background

This Request for Proposals (RFP) solicits bids from qualified contractors to design, procure, construct, and commission the Outside Plant (OSP) fiber optic network infrastructure for Quintillion's Hooper Bay USDA Rural Utilities Service (RUS) Reconnect Project. The selected contractor will deliver a complete, turnkey solution including subsea cable landing infrastructure, fiber distribution network, and Fiber-to-the-Home (FTTH) connections serving all residential locations in Hooper Bay, Alaska.

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

The Hooper Bay project extends fiber from Quintillion's Nome to Homer Express system (currently under construction) into the Hooper Bay community. Quintillion's network connects east to Homer and Anchorage and completes a ring north to Fairbanks, Deadhorse, and Northwest Arctic villages, providing diverse routing for service resilience (see Figure 1 in the engineering drawings).

The selected contractor must interface and coordinate with Quintillion's subsea contractor and other project team members to ensure seamless integration across all project phases.

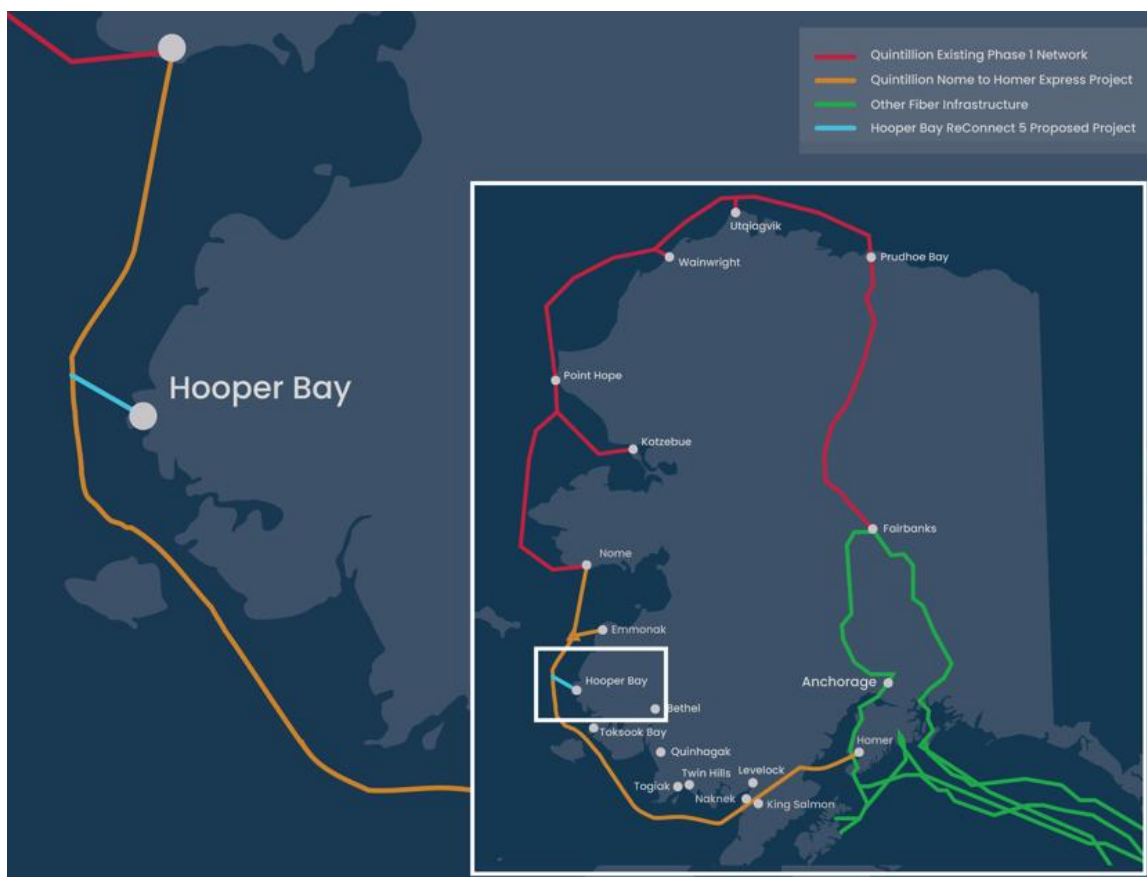


Figure 1: Quintillion Network Map. Nome to Homer route shown in orange; Hooper Bay shown in blue.

2. Project Overview and Segment Descriptions

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This RFP covers three terrestrial OSP segments of the Hooper Bay route. Bidders may submit proposals for individual segments or all segments. Each bid submission must clearly identify which segment(s) are included (see Section 9 for file naming requirements).

Seg ID	From	To	Type	Length (mi.)
PH.1	Beach Manhole (BMH)	Cable Landing Station (CLS)	Terrestrial FOC	TBD
PH.2	Beach Manhole (BMH)	Cable Landing Station (CLS) via aerial/buried	Terrestrial FOC	TBD
PH.3	Cable Landing Station (CLS)	Community Drop Locations	Terrestrial FOC / FTTH	TBD

NOTE: Segment lengths and detailed routing are specified in Exhibit A. OSPE design documents will be provided upon execution of an NDA.

Const. Zone	Project Area	Seg. ID	Sub-Seg. ID	Sta. ID - From	Sta. ID - To	Length (ft)	Length (mi)	Distance (Km)	Domain	Construction Method
	Terrestrial									
BMH Site	Hooper Bay	T7	BMH	0	0	0	0.00		Landing Point	Pre-Fabricated Installation
Terrestrial FOC Route	Hooper Bay	T7	A	0	5172	5172	0.98	1.58	Surface Lay	TGL – Tundra Ground Lay
Terrestrial FOC Route	Hooper Bay	T7	B	0	940	940	0.18	0.29	Buried Plant	Trench
Terrestrial FOC Route	Hooper Bay	T7	C	0	3545	3545	0.67	1.08	Buried Plant	Trench
Terrestrial FOC Route	Hooper Bay	T7	D	0	1685	1685	0.32	0.51	Aerial Plant	Existing Pole Line
none	Hooper Bay	T7	CLS	0	0	0	0.00		Shelter	None
Terrestrial FOC Route	Hooper Bay	T7	E	0	5602	5602	1.06	1.71	Aerial Plant	Existing Pole Line
Terrestrial FOC Route	Hooper Bay	T7	F	0	550	550	0.10	0.17	Aerial Plant	Existing Pole Line
Terrestrial FOC Route	Hooper Bay	T7	G	0	2330	2330	0.44	0.71	Aerial Plant	Existing Pole Line
Terrestrial FOC Route	Hooper Bay	T7	H	0	7344	7344	1.39	2.24	Aerial Plant	Existing Pole Line
Terrestrial FOC Route	Hooper Bay	T7	I	0	1569	1569	0.30	0.48	Aerial Plant	Existing Pole Line
Terrestrial FOC Route	Hooper Bay	T7	J	0	1608	1608	0.30	0.49	Aerial Plant	Existing Pole Line
Terrestrial FOC Route	Hooper Bay	T7	K	0	486	486	0.09	0.15	Aerial Plant	Existing Pole Line
Terrestrial FOC Route	Hooper Bay	T7	L	0	3483	2522	0.48	0.77	Aerial Plant	Existing Pole Line

Figure 2: Hooper Bay segment designations, construction methods, and distances.

3. Scope of Work

The selected contractor will deliver a turnkey OSP construction solution in alignment with Quintillion-provided engineering designs and specifications. The contractor is fully responsible for the following work categories across all awarded segments.

3.1 Mobilization, Staging, and Demobilization

- Transport and stage all materials, equipment, and personnel to designated project areas.
- Establish and manage temporary staging sites in compliance with all safety, environmental, and permitting requirements.

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- Coordinate staging location and lay-down yard with the contractor and local authorities prior to mobilization.
- Upon project completion, fully demobilize all equipment, materials, and temporary structures, restoring all sites to original or agreed-upon condition using native seeding, mulch, or other restoration methods as required by permit.

3.2 Permitting and Regulatory Compliance

- Obtain all required permits, licenses, and approvals not explicitly designated as Quintillion's responsibility (see Section 11).
- Coordinate with Alaska Native organizations, local government entities, the FAA, and other applicable authorities.
- Submit all 811 utility locate requests prior to any subsurface installation and retain ticket numbers for project records.
- All installations must comply with NESC, NEC, and applicable local jurisdiction requirements. Contact the OSP Engineer if any clearance concerns arise.

3.3 Logistics Planning and Support

- Develop and maintain a detailed logistics plan covering personnel housing, transportation, fuel, and supplies for remote project execution.
- Develop contingency plans to address risks specific to the Hooper Bay environment, including extreme weather, seasonal accessibility constraints, and equipment delivery challenges.
- No equipment, cable reels, or materials may be stored on roadsides or private property without prior written authorization.

3.4 Material Procurement and Management

- Procure all materials listed in Exhibit A, including but not limited to conduit, fiber optic cable, splice enclosures, vaults, messenger strand, and associated hardware.
- Manage material inventory at staging areas to ensure availability at each phase of construction.
- All materials must meet or exceed Quintillion-specified standards. Any substitution requires prior written approval from the OSP Engineer.

3.5 Installation and Construction

The following installation requirements apply to each awarded phase. All work must conform to Quintillion's OSPE design documents (Exhibit A). Contact the OSP Engineer for clarification before deviating from any specification.

- Perform all installation of fiber optic facilities including conduit, fiber optic cable, vaults, and Beach Manhole (BMH), ensuring alignment with engineering designs and project specifications.
- Construct all associated support structures including poles, brackets, and underground vaults.
- Install splice enclosures and junction points as outlined in Exhibit A.
- Conduct trenching, plowing, or directional drilling as required by terrain conditions, ensuring minimal disruption to the environment and local communities.
- Coordinate with Quintillion's subsea contractor on all interface and transition points.

Phase 1 (PH.1) - Beach Manhole (BMH) Installation in 2026

Reference: Sheet G-3.2 for vault specifications

- Excavate and evaluate spoils; prepare gravel (pea stone) base as required.
- Apply non-corrosive coating to vault subsurface prior to grounding and entry installation.
- Depending on vault depth, storm anchor or add fill to excavation as needed. Position vault to mitigate wash-off from environmental elements.
- Contact the OSP Engineer to confirm vault location prior to installation, particularly given proximity to FAA property. Record the latitude and longitude of the installed BMH.
- Have a qualified survey group stake the BMH transition vault location.
- Install Kellem grip (laced or fixed) on ground-lay fiber exiting the subsea BMH. Taper ground-lay fiber to the vault knockout entry over the last 10-15 feet.
- Install security-latch MH lid embossed with Quintillion company name.
- Install vault racking as required. No more than 30 inches of unsupported fiber cable inside the vault, or per Quintillion engineering specifications.
- Mark all subsurface fiber and grounding cables with locate ribbon per Quintillion specs (see General Construction Note 4 - applies to all subsurface installations, not only plowing).
- Coordinate transition specifications with the Quintillion subsea group.
- Document all installation steps with detailed photos. Maintain a photo journal for future inspection reference.
- Restore all excavated areas to original or better conditions using native seeding and/or mulch as required by permit. Document final restoration with photos.

Phase 2 (PH.2) - BMH to CLS Construction 2026/2027

Ground Lay Segment

- Install fiber along the earth terrain following the staked and surveyed route.
- Allow significant slack during installation to accommodate terrain movement.
- Add BM53 cable markers along the route as required for identification.
- At the Riser Pole (RP) transition, secure ground-lay fiber to a new anchor using a Kellem grip to prevent the fiber from being pulled into the riser wall. Transition fiber to buried installation approaching the riser to accommodate required bend radius before entering the riser pipe.
- Install riser pipe on the field side of the pole wherever feasible.

Buried Segment (BMH to CLS with Distribution Handholes) 2026/2027

- Refer to Sheet G-3.3, Detail 1 for transition details at the aerial-to-buried transition point (WL63, Sheet 23 of 90).
- Install riser on the field side of the pole wherever feasible.
- When installing fiber in conduit, use a 600-lb breakaway with swivel. Allow 200 feet of coil in each handhole for slack. Tag fiber with directional ID.

Aerial Segment (BMH to CLS) 2026/2027

- The existing (dead and abandoned) coax plant position on poles will be used for new fiber placement. Remove coax plant during or before messenger strand installation.
- Complete all anchoring and guying work before any stringing or sagging of 10M (5/16 EHS) messenger strand.
- Bond all messenger strand to power MGN and all down guys. Refer to Sheet G-3.3, Detail 6 for guying installation details.
- Install messenger strand from WL56 to the first pole beyond WL53, with as few splices as possible.
- Install CO288 fiber cable (functions as both trunk and distribution on this leg). Allow 140-foot Ring Cut (RC) coils for future splice additions.
- Dual-lash all aerial fiber optic cable to messenger strand. Refer to Sheet G-3.3, Detail 2 for lashing specifications.
- Tag CO288 fiber with an orange fiber optic tag at each pole displaying Quintillion contact information. Record sequentials at each pole.
- Maintain all NESC and NEC clearance and separation requirements throughout. Contact the OSP Engineer for any clearance concerns.

Phase 3 (PH.3) - CLS to Community Drop Locations 2027

Reference: Sheet G-2.1 for FOC build totals, anchor installs, down guy installs, and customer appliance installs including aerial and buried drops.

- Complete all anchor and guying work before installing any messenger strand. Install new guy guards on all new down guy installations. Where existing coax anchors are reused, use 10M strand with new guy guards.
- Recover/reuse the coax position on each pole for new messenger strand. Wreck out all existing coax plant on any pole where new fiber is being installed. Quintillion will designate the disposal area for coax and old messenger strand.
- Bond all new messenger strand to MGN at all poles. Where no MGN exists, install a separate ground. This is required at all poles with transformers. Do not attach to coax HOAs that violate NESC clearance and separation requirements.
- Dual-lash all new aerial cable and bundles per Sheet G-3.3. Allow 140 feet of coil at Ring Cut Terminal locations with center points marked for splicing. Allow 100 feet of FOC at all splicing tails.
- Support initial bundles with two or more cables using A-Frame rollers, lashed together in dual-lash configuration.
- Tag all fiber optic cable with Quintillion ownership ID at each pole.
- Install all drops per OSP Engineer specifications, splice as designed. Install and bond new ONTs or slack boxes with common grounding at each end-user location. Refer to Sheet G-3.3 for aerial closure installation.
- Prior to installing any service drop, obtain written or documented verbal authorization from the property or residence owner. Do not attach or install anything to a structure without prior customer approval.

3.6 Cost Reporting

- Submit detailed cost reports at 50% and 80% budget utilization milestones.

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- Notify Quintillion in writing immediately upon identifying any anticipated cost overrun or scope change.
- Any additional costs arising from unforeseen conditions or scope deviations must receive prior written approval from Quintillion before being incurred.

4. Splicing, Testing, and As-Built Documentation

4.1 Splicing Requirements

- All splicing must be single fusion only.
- All FOC cases must be installed to allow easy future access. Secure all storage and splice loops involving terminals with Deltec banding and spacing as required (see Sheet G-3.3, Detail 5).
- Label all splice locations with actual fiber counts for each customer. Record sequentials on all slack loops and splice locations.
- Mark the CO side of each splice using Quintillion-approved method.

4.2 Testing Requirements

- Conduct OTDR (Optical Time-Domain Reflectometer) testing on all fiber spans from each service point back to the CO after all drops are installed and spliced. One-way testing is required minimum.
- Perform all other quality assurance testing specified by Quintillion engineering.
- Document all test results in a detailed test report and submit to Quintillion for approval before final acceptance.

4.3 As-Built Documentation

As-built documentation is a mandatory deliverable and must be submitted to Quintillion prior to final payment. As-builts must include all of the following:

- GPS coordinates (latitude and longitude) for all installed facilities including vault locations, pole references, splice points, handholes, and terminal locations.
- Photographs of all installed infrastructure, transition points, restoration work, and splice enclosures. Photos must be geotagged and organized by segment and installation date.
- Redlined construction drawings reflecting any field deviations from the original OSPE design.
- Sequential records at each pole, handhole, and splice location.
- Final restoration photos documenting the site condition after demobilization.
- Any permitting close-out documentation required by the permitting authority.

NOTE: *As-built records also satisfy permitting close-out requirements and support Quintillion's long-term infrastructure management. Incomplete as-builts may delay final payment processing.*

5. Bidding Requirements and Proposal Format

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To be considered responsive, each proposal must be organized and include all of the following components. Incomplete proposals may be disqualified without further evaluation.

5.1 Proposal Content Requirements

#	Component	Required Detail
1	Cover Letter	Company name, address, authorized signatory, and signature. State which segment(s) are included in the proposal.
2	Company Overview	Brief description of the organization, years in business, and relevant certifications or licenses.
3	Relevant Experience	At minimum 3 examples of comparable OSP fiber construction projects, including project size, terrain type, and client references with contact information. Alaska experience is strongly preferred.
4	Key Personnel	Resumes or qualifications for the project manager and lead field technician(s). Include certifications (e.g., BICSI, FOA, NATE) and relevant project history.
5	Subcontractor List	Names of all subcontractors, their scopes of work, and all associated costs itemized separately. Subcontractor use must be disclosed - undisclosed subcontracting is grounds for disqualification.
6	Local Hire Plan	Description of how the contractor intends to engage local Hooper Bay and Alaska Native labor, logistics providers, or services. Quintillion may have Community Benefit Agreements (CBAs) in place.
7	Project Schedule	A proposed construction schedule by segment, demonstrating ability to complete OSP construction by June 2027 and achieve service-ready status by July 2027.
8	Pricing	Fixed-price bid by segment, or time-and-material with a not-to-exceed (NTE) total per segment. Include a complete schedule of rates for T&M proposals. All pricing must be all-inclusive (mobilization, labor, materials, logistics, testing, and as-builts).
9	Insurance Certificates	Confirmation of ability to provide required insurance coverages at contract execution (see Section 11). Certificates of Insurance are required upon contract award, not at proposal submission.
10	Signed Certifications	Completed and signed Appendix C (Debarment Certification) and Appendix D (Anti-Lobbying Certification).

6. Evaluation Criteria

Quintillion will evaluate all responsive proposals on the following criteria. Proposals will be scored holistically; no single factor is automatically disqualifying unless stated otherwise.

Evaluation Factor	What Quintillion Is Looking For
Technical Approach and Proposal Quality	Clear, organized proposal demonstrating understanding of the scope and a credible plan for execution in a remote Alaska environment.

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Relevant Experience	Demonstrated experience with comparable aerial and buried OSP fiber construction. Experience in rural Alaska or similar remote/arctic terrain is a significant plus.
Key Personnel Qualifications	Documented technical expertise and certifications for the project manager and field leads.
Project Schedule	Ability to meet the June 2027 construction completion and July 2027 service-ready milestone. Schedule must account for weather windows and logistics lead times in western Alaska.
Cost and Value	All-inclusive pricing that is competitive and clearly itemized by segment. Time-and-material proposals must include a credible NTE amount.
Local Hire and Community Engagement	Specific plans to engage Hooper Bay and Alaska Native workers, vendors, or logistics providers. Adherence to the Quintillion Community Resource Guide processes and standards.
References	Quality of references from comparable projects; availability for Quintillion to contact.

7. RFP Timeline

Date	Milestone
3/12/26	RFP Released
TBD	NDA Execution (required to receive OSPE design documents)
3/18/26 by 5pm AKST	Written Questions Due (see Section 10)
3/19/26	Quintillion Issues Q&A Responses to All Registered Bidders
4/13/26 by 5pm AKST	Proposals Due
4/13/26 – 4/15/26	Proposal Evaluation Period (Quintillion may contact bidders for clarification)
4/16/26	Selection Decision and Award Notification
By 4/31/26	Contract Execution Target (within 2 weeks of award)
June 2027	OSP Construction Complete
July 2027	Service-Ready Date

NOTE: *Quintillion reserves the right to adjust timeline milestones. Any changes will be communicated to all registered bidders via email.*

8. Submission Instructions

Proposals must be submitted via email to all of the following addresses by 5pm Alaska Standard Time (AST) on 4/8/26:

- Mpeterson@quintillionglobal.com
- Ddean@quintillionglobal.com

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- Amaduakor@quintillionglobal.com
- Apaul@quintillionglobal.com
- Dkerschbaum@quintillionglobal.com

Proposals may also be submitted via the Quintillion website at: <https://quintillionglobal.com/rfps>

8.1 File Naming Format

2026.MM.DD_QuintillionRFP_HooperBay_[SegmentName]_OSPConstruction_[OrganizationName]

Example: 2026.03.13_QuintillionRFP_HooperBay_PH2_OSPConstruction_AKFiberCo

If bidding all segments: use 'AllSegments' in place of the segment name.

8.2 Submission Requirements

- All proposals must include the legal name and address of the submitting organization.
- Proposals must be signed by an authorized agent or representative.
- Proposals are irrevocable for 30 days following the submission deadline.
- Modifications to submitted proposals are permitted in writing prior to the submission deadline.
- Quintillion will not reimburse any costs incurred in preparing or submitting a proposal.
- Submission of a proposal constitutes acknowledgment that the bidder has reviewed all RFP documentation, understands the requirements, and accepts the risks associated with a remote construction environment.
- Nothing in this RFP constitutes a commitment by Quintillion to award a contract.
- Quintillion reserves the right to reject any or all proposals, waive minor irregularities, and make award decisions in its sole discretion.

9. Questions

All questions must be submitted in writing by 5pm AST on 3/18/26 to the same email addresses listed in Section 9. Quintillion will compile all questions and issue a written Q&A response to all registered bidders by 3/19/26.

No verbal questions will be accepted or answered. Bidders should not contact Quintillion project staff directly regarding RFP content. All official clarifications will be provided only through the written Q&A process.

NOTE: To receive the Q&A response and OSPE design documents, bidders must have an executed NDA on file with Quintillion. Contact Apaul@quintillionglobal.com, with a CC to Amaduakor@quintillionglobal.com to initiate the NDA process.

10. Assumptions and Exclusions

10.1 Quintillion's Responsibilities (Assumptions)

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- Quintillion will secure all principal permits, licenses, and clearances required to execute the project unless explicitly stated otherwise in the scope of work or Exhibit A.
- OSPE design documents provided to bidders (following NDA execution) are accurate and complete. Quintillion will respond to clarification requests in a timely manner.
- Quintillion will coordinate with and provide guidance on subsea contractor interface requirements.
- Quintillion will designate disposal areas for all removed coax and messenger strand materials.

10.2 Contractor's Responsibilities (Exclusions from Quintillion Scope)

- The contractor is solely responsible for all logistics, transportation, housing, and accommodation for their personnel and subcontractors.
- The contractor is responsible for any costs associated with proposal preparation, including travel or site visits.
- The contractor assumes full responsibility for ensuring all subcontractors comply with applicable local, state, and federal laws and with Quintillion's standards outlined in this RFP.

11. Contractor Assurances and Insurance Requirements

11.1 Performance Assurance

The selected contractor may be required to provide a performance guaranty prior to contract execution. Acceptable forms may include a performance bond, letter of credit, or other assurance acceptable to Quintillion. Quintillion reserves the right to approve the form and issuing institution. The guaranty ensures Quintillion's ability to recover additional costs in the event of contractor non-performance.

11.2 Insurance Requirements

Upon contract execution, the selected contractor must provide a Certificate of Insurance naming Quintillion and its affiliates as additional insured (except Workers' Compensation). All policies must include a waiver of subrogation in favor of Quintillion and be treated as primary and non-contributory. Minimum required coverages:

Coverage Type	Minimum Limit
Workers' Compensation	Minimum required by applicable law, including U.S. Longshoremen's and Harbor Workers Compensation Act and Jones Act as applicable.
Employers' Liability	\$1,000,000 per occurrence (occurrence-based)
Automobile Liability	\$1,000,000 per occurrence / aggregate (owned, non-owned, and hired vehicles). MCS-90 endorsement required when transporting hazardous materials.
Commercial General Liability	\$1,000,000 per occurrence / aggregate. Must include premises and operations, products and completed operations, contractual liability, broad-form property damage, and personal injury.

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Umbrella / Excess Liability	\$5,000,000 per occurrence / aggregate in excess of CGL and Auto.
Professional Liability	with limits of no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate
Contractors Pollution Liability	(if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate
Course of Construction	insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

12. Contract Terms and Prevailing Wage

12.1 Non-Disclosure Agreement

If not already in place, the selected contractor must execute a Non-Disclosure Agreement (NDA) before receiving OSPE design documents and before contract negotiations begin. All submitted proposals and communications are treated as confidential.

12.2 Federal Compliance

The selected contractor must comply with all applicable requirements in Appendix II of 2 CFR Part 200 (see Exhibit B), as well as Quintillion's internal policies including 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
- Must certify compliance with 2 CFR 180 and 2 CFR 1326 (not be debarred or suspended).
- Certify no federal funds are used for lobbying.
- 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)

12.3 Contract Finalization

Full contract terms will be negotiated upon award. The contract will address scope, budget, schedule, and all other necessary project terms. Quintillion targets contract execution within four weeks of award notification.

Exhibit A - OSP Cable Routes

Reference the fiber route installation drawings provided separately. Drawings will be provided to bidders following execution of a Non-Disclosure Agreement with Quintillion.

Contact apaul@quintillionglobal.com to initiate the NDA process and receive design documents.

Exhibit B - Required Federal Contract Provisions (2 CFR Part 200, Appendix II)

As a contractor receiving payment made with federal funds, the Contractor agrees to comply as applicable with the following requirements:

- (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

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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

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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

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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 C - Debarment Certification

Debarment Certification

AD-1048

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



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

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

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

(Read instructions on page two before completing certification.)

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

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

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
[Redacted]	[Redacted]

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

Prefix: [Redacted] First Name: [Redacted]

Middle Name: [Redacted]

Last Name: [Redacted]

Suffix: [Redacted]

Title: [Redacted]

SIGNATURE(S)	DATE
[Redacted]	[Redacted]

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

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

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

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

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Appendix D - Anti-Lobbying Certification

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 any 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, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence federal officials in connection with this award, 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 this certification language be included in all subaward documents at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients certify and disclose accordingly. This certification is a material representation of fact. Failure to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 per failure.

Signature:

Title:

Organization:

Date:
