



REQUEST FOR PROPOSALS

St. Lawrence Island – BEAD-151

SpaceX Starlink Community Gateways – Backhaul Capacity & IRU / Gambell & Savoonga, Alaska

BEAD Program | CM61-BEAD-AK-151 (PDPA 20-02) | Northwest, Alaska

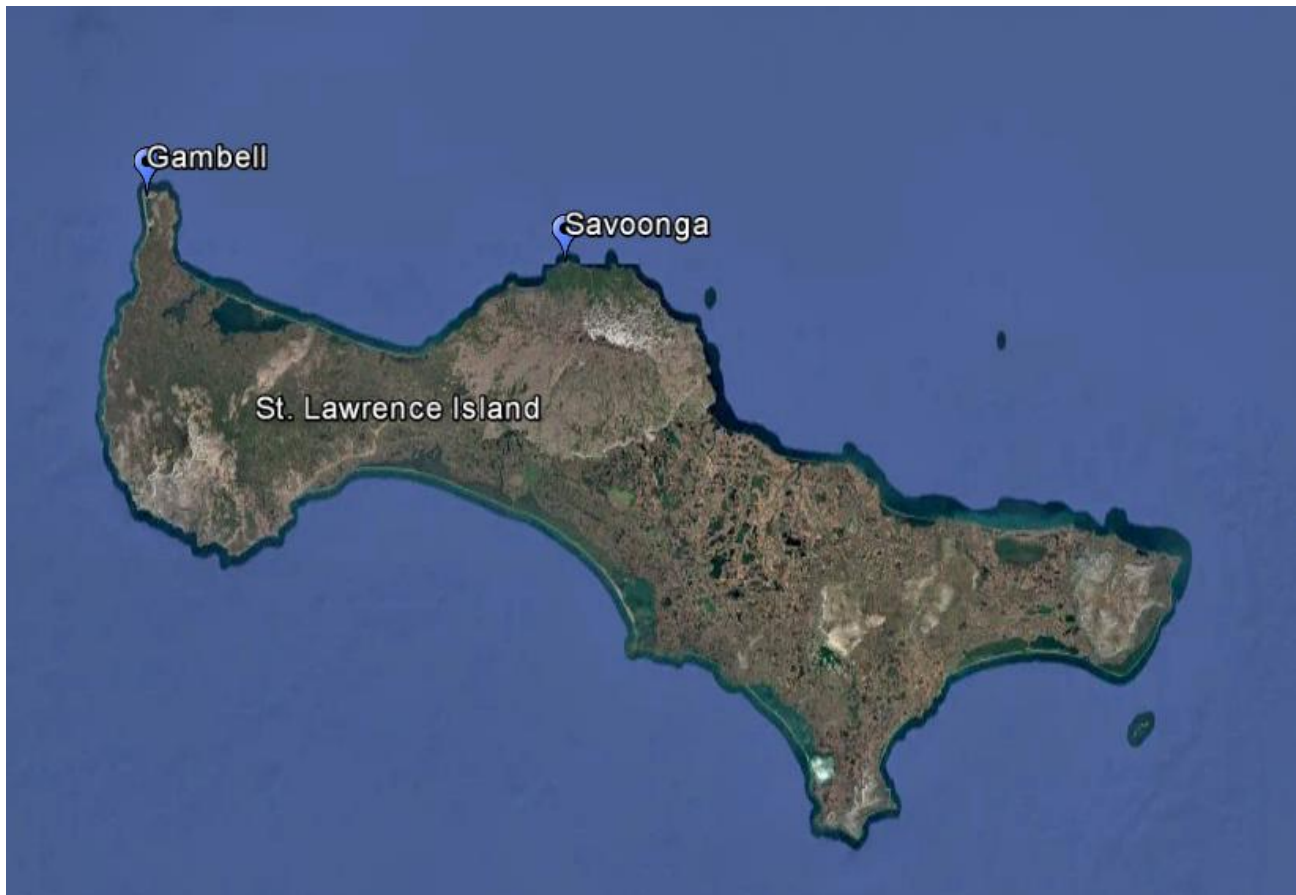


Figure 1: St. Lawrence Island and the communities of Gambell and Savoonga

Posting Date	10/7/2026
Written Questions Due	10/9/2026, 5:00 PM, AKDT/AKST
Proposals Due	10/16/2026, 5:00 PM, AKDT/AKST
Period of Performance	Q2 2027 or TBD at contract negotiation

Quintillion Subsea Operations, LLC | 3601 C St, Suite 1000B, Anchorage, AK 99503

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Version Control / Document Amendments

Version #	Date	Section	Changes
V1	10/7/2026	RFP	Issuance of RFP

1. Purpose and Background

Quintillion Subsea Operations, LLC ("Quintillion") is issuing this Request for Proposals (RFP) to solicit proposals from qualified firms / suppliers / contractors / individuals to provide an Indefeasible Right of Use (IRU) in dedicated satellite backhaul capacity serving Gambell and Savoonga on St. Lawrence Island, Alaska.

SpaceX Starlink Community Gateway Service in support of **St. Lawrence Island AP-BEAD-151**, (the "Project") that has been awarded to Quintillion by the Alaska Broadband Office ("ABO").

The objective of this RFP is to procure / select a qualified firm to provide a firm, fixed quote for all deliverables required to activate two (2) SpaceX Starlink Community Gateways on St. Lawrence Island to serve the communities of Gambell and Savoonga.

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 communities to be served by this grant, Gambell and Savoonga are located on St. Lawrence Island, approximately 677miles northwest of Anchorage, Alaska. Residents are predominantly Alaska Native, and the Native Village of Gambell and Native Village of Savoonga are the federally recognized Tribal governments within each community. The region's remoteness, including low-lying terrain and severe arctic climate, make broadband infrastructure projects difficult and costly. These communities are not interconnected by roads or fiber backbones and depend on marine and air access.

Quintillion has been awarded funding under the BEAD program (CM61-BEAD-AK-151) to provide high-capacity fiber optic service to residences and anchor institutions. The project will include a robust **SpaceX broadband service** to each Community Gateway and will deliver **last-mile Fiber-to-the-Home (FTTH)** service to each community. This network will provide, for the first time, affordable high-speed broadband to these communities, greatly enhancing access to education, healthcare, government, and commerce.

1.1 Federal Award Information

Project ID	CM61-BEAD-AK-151 (PDPA 20-02)
Grant Program	BEAD
Grantee and Subgrantee	Alaska Broadband Office (ABO), Grantee & Quintillion Subsea Operations, LLC, Sub-grantee
Federal Funding	National Telecommunications and Information Administration (NTIA)
State Administering Agency	Alaska Broadband Office (ABO)
Locations Served	391 Unserved Broadband Serviceable Locations (BSLs)
Gambell	198 Broadband Serviceable Locations (BSLs)
Savoonga	193 Broadband Serviceable Locations (BSLs)
Region	Northwest Alaska

This project is funded in whole or in part by a grant awarded by NTIA under the BEAD program and all work shall comply with Department of Commerce (DOC) Standard Terms & Conditions / BEAD General Terms and Conditions, Uniform Guidance (2 CFR 200), and all applicable award requirements.

2. Project Description

The Project, identified as BEAD 151, will deliver SpaceX Starlink Community Gateway service to Gambell and Savoonga, with fiber-to-the-home (FTTH) service extended by Quintillion to each Broadband Serviceable Location (BSL). This Request for Proposal (RFP) will include only the activities related to procurement, provisioning, and placement of the two (2) SpaceX Starlink Community Gateways in Gambell and in Savoonga. Service minimums for each community include 1 Gbps Downlink / 0.5 Gbps Uplink (1.5 Gbps Total Site Commit Rate), with options for future scalability to be considered in the early stages and included in pricing options during this procurement stage. Planned activities include the following:

- Procurement of all necessary hardware/software required to begin construction of the Starlink Community Gateways
- Shipping of each Gateway to the selected locations, typically consisting of four 2.4m antennas in an array along with support electronics for each community
- Construction of each Gateway, with configuration/set-up details to follow contract award and landowner collaboration
- Provisioning and activation of each Gateway, to include full commissioning of 1 Gbps Downlink / 0.5 Gbps Uplink (1.5 Gbps Total Site Commit Rate) in each community.

The Project area includes coastal and near-shore marine environments, and areas of cultural and subsistence significance to Alaska Native communities. Construction activities that involve ground disturbance or in-water work may not begin until all applicable EHP review requirements are complete and the funding agency has approved any required decision document.

2.1 Project Segments / Work Sites

Segment / Activity / Location	Description	Approx. Dates
Gambell, Alaska	Location TBD	Q2 2027
Savoonga, Alaska	Location TBD	Q2 2027

3. Scope of Work

Provide dedicated backhaul capacity available concurrently at two community gateway handoffs, one in Gambell and one in Savoonga, for the confirmed IRU term in Appendix A. Define the end to end service boundary, upstream network, Internet or transport delivery point, and all dependencies necessary for usable service. The Contractor / Supplier / Consultant shall furnish all personnel, supervision, equipment, materials, and support necessary to perform the work described below, including but not limited to the following. The final scope will be confirmed in the executed contract.

3.1 [Scope Element 1 – e.g., Mobilization, Staging, and Demobilization]

- Describe in the response the planned steps in sourcing the equipment and the subsequent packaging and transport
- Provide firm, fixed pricing for 10-year IRU
- Provide bandwidth upgrade options and pricing

3.2 [Scope Element 2 – e.g., Permitting and Regulatory Compliance]

- Collaborate with Quintillion and selected Permitting Contractor to ensure compliance with all NEPA and Grant requirements

3.3 [Scope Element 3 – e.g., Installation and Construction / Design]

- Create a plan that is feasible in non-ideal conditions and achievable in Summer weather
- Call out any requirements needed that Quintillion or its contractors would need to complete to align with this installation effort
- Ensure that both installations comply with upstream provider's Line of Site requirements above horizon

3.4 Personnel, Training, and Certification

- Ensure personnel shall meet or exceed qualification standards required by relevant regulatory agencies, e.g., NMFS, USFWS, as required
- Provide a Lead / Project Manager to be designated as the primary point of contact
- Personnel shall possess and maintain current required certifications, e.g., First Aid/CPR, HUET, STCW, medical certifications, where applicable

3.5 Health, Safety, and Environmental (HSE)

- Comply with all applicable safety policies, Quintillion HSE requirements, and applicable regulations.
- Comply with additional HSE requirements, where applicable

3.6 Turn-up and Commissioning

- Activate each Gateway with the upstream provider
- Submit performance reports for each Gateway
- Confirm BGP peering parameters and basic reachability at the Service Drop

3.7 Deliverables

Deliverable	Description	Due / Milestone
Project Plan	Written plan and schedule of activities in each community, to include procurement	November 1 st , 2026
Contractor Purchase Order to Upstream Provider	Contracted procurement documentation	December 1 st , 2026
Shipping of hardware and ancillary materials, as needed	Bill of Lading or similar evidence of delivery	March 30 th , 2027
Installation of 4 bonded antennas in each community	Physical infrastructure in place and connected to area power system	May 1 st , 2027
Service Activation/Commissioning	Layer 3 IP Peering at Service Drop	June 1 st , 2027

3.8 Schedule and Period of Performance

The anticipated period of performance is 11/1/2026 through 6/30/2029, subject to weather, operational needs, and regulatory requirements. The IRU 10-year term will extend beyond the Period of Performance of the BEAD grant.

4. 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, such arrangements must be explicitly disclosed within the proposal, including:

- 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 clearly itemized.

Proposals must present all costs as all-inclusive, covering any outsourced or subcontracted work. For time-and-material (T&M) proposals, bidders must provide a complete schedule of rates and a clearly stated not-to-exceed amount to accomplish the specified scope of work. All third-party subcontractors require Quintillion approval prior to beginning services.

By submitting a proposal, the bidder represents that it and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in Federal transactions. The selected bidder 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 by appropriately licensed professionals.

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

5. Assumptions and Exclusions

5.1 Quintillion's Responsibilities (Assumptions)

- 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.
- Contractor or Starlink may need additional FCC licenses, etc., and would be responsible for obtaining them
- Project documents provided to bidders (following NDA execution) are accurate and complete. Quintillion will respond to clarification requests in a timely manner.
- Quintillion will be responsible for all downstream network build, operations, and management from the new planned communications shelter to Broadband Serviceable Locations (BSLs) and Community Anchor Institutions (CAIs).

5.2 Contractor's Responsibilities (Exclusions from Quintillion Scope)

- The contractor is solely responsible for all logistics, transportation, housing, and accommodation for its personnel and subcontractors.
- Quintillion is not responsible for costs associated with proposal preparation, including travel or administrative expenses.
- 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.

6. Contractor Assurances and Insurance Requirements

6.1 Performance Assurance

The selected contractor may be required to provide a performance guaranty prior to contract execution. Acceptable forms 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.

6.2 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 and Professional Liability/Errors and Omissions). All policies must include a waiver of subrogation in favor of Quintillion and be treated as primary and non-contributory. The contractor must provide at least 30 days' prior written notice of cancellation, nonrenewal, or material reduction in coverage. 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.

Coverage Type	Minimum Limit
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 / \$2,000,000 per occurrence / aggregate. Must include premises and operations, products and completed operations, contractual liability, broad-form property damage, and personal injury.
Professional Liability / E&O	See scaled table below as limits depend on contract amount
Contractors Pollution Liability	\$1,000,000 per occurrence or claim, \$2,000,000 policy aggregate, if the Project involves environmental hazards.
Umbrella / Excess Liability	\$5,000,000 per occurrence / aggregate in excess of CGL and Auto.

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

7. Contract Terms and Conditions

7.1 Non-Disclosure Agreement

If not already in place, the selected contractor must execute a Non-Disclosure Agreement (NDA) before receiving detailed project documents and before contract negotiations begin. All submitted proposals and related communications are treated as confidential. Contact apaul@quintillionglobal.com to initiate the NDA process.

7.2 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. The contractor also 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 requirements.
- Record retention for a minimum of 6 years from project closeout.
- Inclusion of all required clauses in subcontractor agreements.
- All costs charged to the Project must be allowable, allocable, and reasonable in accordance with 2 CFR Part 200 Subpart E (Cost Principles).

7.3 Prevailing Wage

Davis Bacon

Davis-Bacon Act wage requirements apply to this Project. The contractor must submit certified payrolls weekly.

7.4 Contract Finalization

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

8. Federal Procurement Requirements and Program Compliance

8.1 Competitive Procurement

This procurement is conducted through a full and open competitive process, consistent with the procurement standards at 2 CFR 200.317 through 200.327. Quintillion will conduct a cost or price analysis in connection with this procurement, as required by 2 CFR 200.324.

8.2 Conflicts of Interest

Consistent with 2 CFR 200.318, each Offeror must disclose in writing any actual or potential organizational or personal conflict of interest related to this procurement or the Project.

8.3 Suspension and Debarment

Consistent with 2 CFR 200.214 and 2 CFR Part 180, the selected contractor must not be suspended, debarred, or otherwise excluded from participation in federal assistance programs.

8.4 Domestic Preference and Build America, Buy America

To the extent the contractor procures or incorporates any iron, steel, manufactured products, or construction materials, the contractor must comply with BABA consistent with 2 CFR 200.322, 2 CFR Part 184, and OMB Memorandum M-24-02, and any applicable BEAD BABA waivers.

8.5 Prohibition on Covered Telecommunications Equipment and Services

Consistent with 2 CFR 200.216, the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. 1608), and Section 889 of the FY2019 NDAA, federal funds may not be used to procure or obtain any covered telecommunications equipment or services.

8.6 Reimbursement Basis and No Advance Payment

The federal award is administered on a reimbursement basis. The resulting contract will not provide for advance payment. Payment is contingent on Quintillion's compliance with the terms of the federal award and on the availability of federal funds.

8.7 Whistleblower Protection

The contractor and its employees are subject to the whistleblower protections of 41 U.S.C. 4712. The contractor must inform its employees in writing of these rights and remedies, in the predominant native language of the workforce.

8.8 Tribal Employment Rights

Where applicable to work performed on or for the benefit of Alaska Native lands and communities, the contractor must comply with any applicable Tribal Employment Rights Ordinance (TERO) requirements.

8.9 Record Retention and Access

Consistent with 2 CFR 200.334 and 200.337, the contractor must retain all records related to the contract for the period required by the federal award and provide the U.S. Department of Commerce, NTIA, the Comptroller General, the ABO, Quintillion, and their authorized representatives access for audit, examination, and review.

8.10 Nondiscrimination and Equal Opportunity

The contractor must comply with all applicable federal civil rights and equal opportunity requirements.

8.11 Required Contract Provisions

The resulting contract will incorporate the provisions required by 2 CFR Part 200, Appendix II, and the applicable terms of the BEAD General Terms and Conditions, all of which flow down to the contractor and lower-tier subcontractors.

8.12 Required Certifications

Each proposal must include signed certifications regarding suspension, debarment, and exclusion; disclosure of organizational and personal conflicts of interest; and covered telecommunications equipment and services.

9. Bidding Requirements and Proposal Format

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

#	Component	Required Detail
1	Cover Letter	Legal company name, address, Unique Entity Identifier (UEI), primary contact, authorized signatory, and signature. State which segment(s)/specialties are included.
2	Company Overview / Firm Qualifications	Description of the organization, years in business, and relevant certifications or licenses.
3	Relevant Experience	At minimum [3] examples of comparable projects completed within the past [five] years. Alaska / remote Arctic experience is strongly preferred.
4	Key Personnel	Resumes and qualifications of the proposed team.
5	Technical Approach	Proposed methodology, deliverables, and quality control for each element of the Scope of Work.
6	Project Schedule / Staffing Plan	Schedule aligned with Project milestones; availability and staffing plan.
7	Subcontractor List	Names of all subcontractors, their scopes of work, and all associated costs itemized separately.
8	Local Hire Plan	How the contractor will engage local community and Alaska Native labor, vendors, or logistics providers.
9	Pricing / Cost Proposal	Lump sum / unit prices / task-based fee structure. T&M proposals must include a complete rate schedule and a not-to-exceed amount.
10	References	At least two (2) references from comparable projects; availability for Quintillion to contact.
11	Insurance Confirmation	Confirmation of ability to provide required coverages. Certificates of Insurance are required upon contract award, not at proposal submission.
12	Signed Certifications	Completed and signed Appendix D (Debarment Certification) and Appendix E (Anti-Lobbying Certification), plus certifications listed in Section 8.12.

10. Evaluation Criteria

Quintillion will evaluate all responsive proposals on the following criteria. Award will be made to the responsible Offeror whose proposal is most advantageous to the Project, considering technical merit, qualifications, and cost.

Evaluation Criterion	Basis of Evaluation	Points
Technical Approach and Methodology	Completeness, soundness, and quality of the proposed approach to each element of the Scope of Work.	30
Relevant Experience	Demonstrated experience with [scope] in rural Alaska or similar remote/arctic terrain and Alaska Native communities.	25
Key Personnel	Qualifications, certifications, and experience of the proposed team.	20
Cost and Value	Reasonableness, completeness, and clarity of all-inclusive, itemized pricing.	15
Schedule and Capacity	Ability to meet the Project schedule and demonstrated capacity to perform.	5
Local Hire and Community Engagement	Specific plans to engage Alaska Native workers, vendors, or logistics providers; adherence to the Quintillion Community Resource Guide.	5
Total Points		100

Where two or more proposals are otherwise substantially equal, Quintillion may give preference consistent with applicable Tribal Employment Rights Ordinances and local hiring considerations.

11. RFP Timeline

All times are stated in Alaska [Daylight / Standard] Time ([AKDT/AKST]).

Milestone	Date
RFP Posting Date	10/7/2026
NDA Execution (required to receive detailed project files)	TBD
Deadline for Written Questions	10/9/2026, 5:00 PM, AKDT/AKST
Responses to Questions Posted	10/13/2026
Proposal Submission Deadline	10/16/2026, 5:00 PM, AKDT/AKST
Proposal Evaluation Period	10/16/2026 – 10/20/2026
Anticipated Notification of Selection	10/21/2026
Contract Execution / Commencement Target	10/30/2026

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

12. Submission Instructions

Proposals must be submitted electronically, in PDF format, by email to all of the following addresses by [5:00 PM] [AKDT/AKST] on [10/16/2026]:

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

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

12.1 Email Subject Line and File Naming Format

Subject line: RFP [RFP Number], [RFP Title]_[Project / Region]

File name: YYYY.MM.DD_QuintillionRFP_[Project]_[Scope]_[Organization_Name]

Example: [YYYY.MM.DD]_Quintillion_RFP_[Project]_[Scope]_AKFiberCo

12.2 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. Late proposals will not be considered.
- 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.
- Proposals and related materials may be subject to disclosure as required by law. Offerors should clearly identify any information they consider proprietary or confidential.

- Nothing in this RFP constitutes a commitment by Quintillion to award a contract. Any award is contingent on the availability of federal funds (and on Quintillion's execution of its subgrantee agreement with the ABO and receipt of their Notice to Proceed).
- Quintillion reserves the right to accept or reject any or all proposals, waive minor irregularities, request clarifications, negotiate with one or more Offerors, and cancel this RFP at any time.
- The resulting contract will be governed by the laws of the State of Alaska and all applicable federal requirements.

13. Questions

All questions must be submitted in writing by [5:00 PM] [AKDT/AKST] on 10/9/2026 to the email addresses listed in Section 12. Quintillion will compile all questions and issue a written Q&A response to all registered bidders by 10/16/2026.

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. To receive the Q&A response and detailed project documents, bidders must have an executed NDA on file with Quintillion.

Exhibit A – Project Documentation

Supplemental project documentation (route shapefiles, OSPE and route package, diagrams, drawings, specifications) will be provided separately to bidders following execution of a Non-Disclosure Agreement with Quintillion. Contact apaul@quintillionglobal.com to initiate the NDA process.

Exhibit B – Required Federal Contract Provisions

As a contractor receiving payment made with federal funds, the Contractor agrees to comply with the **applicable** Federal Laws and Regulations including but not limited to:

- (A) Contracts for more than the simplified acquisition threshold must address administrative, contractual, or legal remedies for contractor breach, including appropriate sanctions and penalties.
- (B) All contracts over \$10,000 must address termination for cause and convenience, including the manner of effect and basis for settlement.
- (C) Equal Employment Opportunity (41 CFR Part 60): All federally assisted construction contracts must include the EEO clause per Executive Order 11246, as amended.
- (D) Davis-Bacon Act (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts over \$2,000 must include prevailing wage requirements per DOL regulations (29 CFR Part 5), and the Copeland "Anti-Kickback" Act (40 U.S.C. 3145).
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708): Contracts over \$100,000 involving mechanics or laborers must include provisions for a 40-hour standard workweek, overtime compensation at 1.5x, and safe working conditions.
- (F) Rights to Inventions (37 CFR Part 401): Applies to contracts qualifying as 'funding agreements' involving substitution of parties or experimental, developmental, or research work.
- (G) Clean Air Act (42 U.S.C. 7401-7671q) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387): Contracts over \$150,000 must require compliance with applicable EPA standards and regulations.
- (H) Debarment and Suspension (Executive Orders 12549 and 12689 / 2 CFR Part 180): Awards must not be made to parties listed on SAM exclusions.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors bidding on awards over \$100,000 must certify they have not and will not use federal funds to influence federal officials (see Appendix E).
- (J) Procurement of Recovered Materials (2 CFR 200.323): Compliance with Section 6002 of the Solid Waste Disposal Act for applicable purchases over \$10,000.
- (K) Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services (2 CFR 200.216; Section 889, P.L. 115-232): Federal funds may not be used to procure or use equipment or services from Huawei, ZTE, Hytera, Hikvision, or Dahua, or their subsidiaries or affiliates.
- (L) Domestic Preferences for Procurements (2 CFR 200.322; 2 CFR Part 184): Preference for goods, products, and materials produced in the United States, including Build America, Buy America requirements for infrastructure projects.

Exhibit C – Required BEAD Contract Provisions

- Requirements of the Infrastructure Investment and Jobs Act (202
- Department of Commerce, National Telecommunications and Information Administration (NTIA) Notice of Funding Opportunity (NOFO) No. NTIA-BEAD-2022 dated May 13, 2022.
- NTIA BEAD Restructuring Policy Notice dated June 6, 2025.
- 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).
- Department of Commerce Financial Assistance General Terms and Conditions issued September 22, 2025.
- The General Terms and Conditions for the NTIA BEAD Program Funds updated November 2025.
- BEAD Program Human Subject Research Guidance dated September 29, 2022, and the U.S. Department of Commerce Regulations, 15 CFR Part 27.
- 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.

- Federal Funding Accountability and Transferability Act of 2006 and 2 CFR Part 170.
- 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.
- 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.
- Obtaining and Maintaining a Unique Entity Identifier (UEI) in the System for Award Management (SAM) as set forth in Appendix A to 2 CFR § 25 is hereby incorporated by reference. The ABO will require Grantee to obtain a UEI and to provide corresponding account information before any payments will be made under a Grant Award.
- 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.
- 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).
- 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. 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.
- 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.
- Governmentwide Requirements for Drug-Free Workplace, 31 CFR § 20.
- All applicable restrictions on lobbying certifications per 31 CFR § 21.
- Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601- 4655) and implementing regulations.
- Contract provisions for non-federal entity contracts under federal awards (Appendix II, 2 CFR § 200).
- 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.
- 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.).
- The Clean Air Act and the Federal Water Pollution Control Act; and
- 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.).
- The Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].
- Federal Communications Commission (FCC) Ownership Disclosures (47 CFR § 1.2112 (a)(1)-(7))
- Federal Communications Commission (FCC) Digital Opportunity Data Filing Requirements (47 CFR § 1.7004)
- Access Broadband Act (47 USC § 1307, and Infrastructure Act § 60105)
- Trade Secrets Act (as amended 18 USC 1905)
- Economic Espionage Act of 1996 (18 USC 1831 et. seq.)
- Protected Critical Infrastructure Information (6 CFR § 29)

- Sensitive Security Information (49 CFR § 1520)
- The National Historic Preservation Act of 1966 (16 USC 470, 36 CFR § 800)
- The National Environmental Policy Act (NEPA) of 1969 (42 USC Section 4321 et seq.)
- Coastal Zone Management Act of 1972, As Amended (16 USC 1451 et seq.)
- The Endangered Species Act of 1973, As Amended (16 USC 1531 et seq.)
- Magnuson-Stevens Fishery Conservation and Management Act (MSA)
- Marine Mammal Protection Act (MMPA)
- Clean Water Act (CWA)
- The Clean Air Act, (CAA) as Amended (42 USC 7409, 7410, 7502-7514, 7571-7574)
- National Historic Preservation Act (NHPA) of 1974, Section 106 (54 USC § 306108)
- Coastal Barrier Resources Act (CBRA) (16 USC Sections 3501 et seq.)
- Rivers and Harbors Act
- Resource Conservation and Recovery Act (RCRA)
- Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)
- The Wild and Scenic Rivers Act of 1968, As Amended (16 USC 1271 et seq.)
- The Safe Drinking Water Act (SDWA) of 1974, As Amended (42 USC Section 201, 300(f) et seq., and U.S.C. Section 349)
- Farmland Protection Policy Act (FPPA) of 1981, As Amended (7 USC 4201 et seq.)
- 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).

Appendix D – Debarment Certification

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

Instructions

1. By signing and submitting this contract or proposal, the prospective lower-tier participant is providing the certification set out below.
2. This certification is a material representation of fact. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, the originating department or agency may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant must provide immediate written notice to the person to whom this proposal is submitted if at any time the participant learns its certification was or has become erroneous.
4. Defined terms (covered transaction, debarred, suspended, ineligible, participant, person, principal, proposal, voluntarily excluded) have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Contact the person to whom this proposal is submitted for assistance obtaining those regulations.
5. By signing and submitting this proposal, the prospective lower-tier participant agrees not to knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, proposed for debarment, or declared ineligible, unless authorized by the originating department or agency.
6. The prospective lower-tier participant agrees to include this certification clause in all lower-tier covered transactions and solicitations without modification.
7. A participant may rely on a prospective lower-tier participant's certification unless it has reason to believe the certification is erroneous. Participants may verify eligibility using the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. This certification does not require establishment of a records system. The knowledge required is that normally possessed by a prudent person in the ordinary course of business.
9. Except as authorized under item 5, if a participant knowingly enters into a covered transaction with an excluded party, the originating agency may pursue available remedies, including suspension and/or debarment.

Certification

The prospective lower-tier participant certifies, by signing and/or submitting 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 above statements, it shall attach a written explanation to this proposal.

Name of Vendor, Contractor, or Subgrantee:	
Authorized Signatory Name:	
Title:	
Signature:	
Date (MM/DD/YYYY):	

Appendix E – 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 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 31 U.S.C. 1352. 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:	
Name:	
Title:	
Organization:	
Date (MM/DD/YYYY):	