



**Request For Proposal**  
**Subsea Cable Outside Plant Engineering**  
**Nome to Homer Express Project**

Quintillion  
201 East 56<sup>th</sup> Avenue, Suite 300  
Anchorage, AK 99518

Due Date: January 17th, 2024

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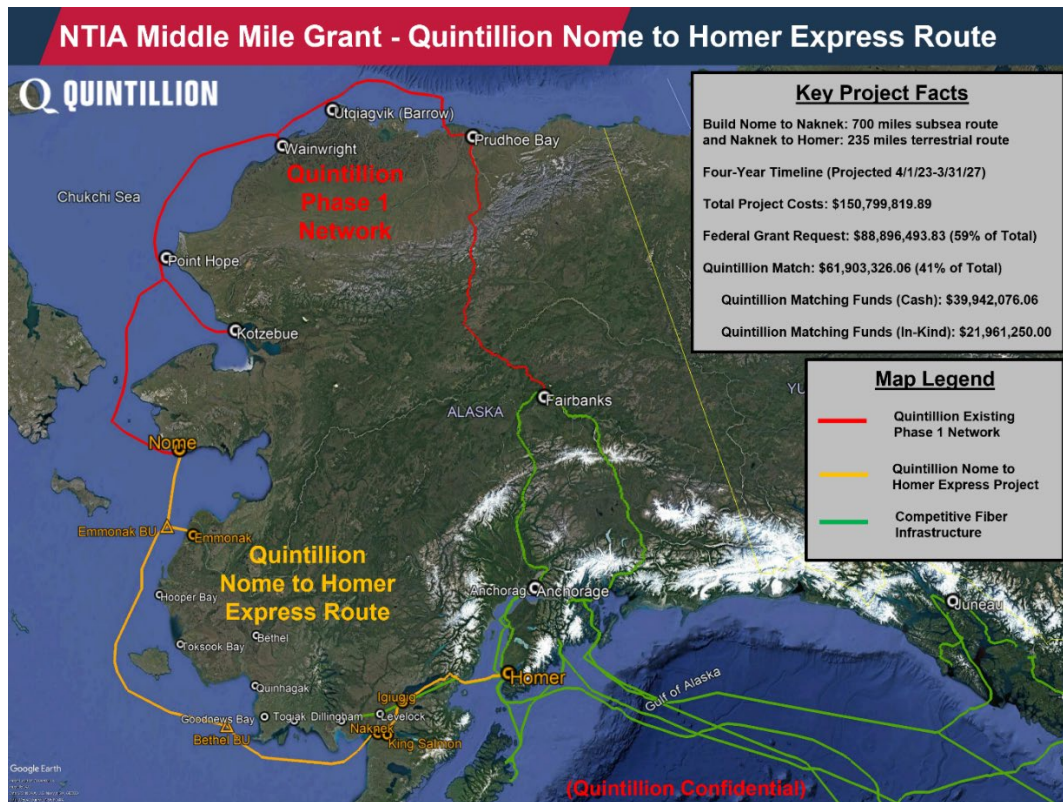
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## 1. PURPOSE:

This Request for Proposal (RFP) outlines the scope of work required to complete the necessary outside plant engineering of the subsea cable landings and terrestrial segments for the installation of the Nome to Homer express (NTHE) Fiber Optic Cable Project. The successful supplier will be responsible for completing the engineering, including active coordination with project management, land and right of way acquisition, and permitting teams.

## 2. BACKGROUND

Quintillion was awarded a National Telecommunications and Information Administration (NTIA) Middle Mile Grant for construction of middle mile subsea fiber optic cable network. This NTHE project, extends Quintillion's existing subsea and terrestrial network south from Nome to Homer and completes a ring, closing Quintillion's Alaska loop with a redundant fiber ring. This will improve network resiliency for all carriers and end users, greatly enhancing Alaska's diverse broadband access to the world at large.



### 3. SCOPE OF WORK

The supplier's scope of work will include the necessary engineering consulting and preparation of deliverables necessary to complete the pre-construction outside plant engineering for the below terrestrial segments associated with the Quintillion NTHE project, and further described in Exhibit B.

1. Emmonak beach manhole to cable landing station route
2. Emmonak anchor institution and carrier fiber interconnections
3. Naknek beach manhole to cable landing station route
4. Naknek anchor institution and carrier fiber interconnections
5. Naknek cable landing station to Igiugig beach manhole overland route
6. Igiugig anchor institution and carrier fiber interconnections
7. Pile Bay beach manhole to cable landing station route
8. Pile Bay cable landing station to Williamsport beach manhole route
9. Homer beach manhole to cable landing station route

The selected supplier will work closely with Quintillion project management office, permitting, land acquisition, and system technical resources, keeping them informed of the OSP engineering effort and providing technical support associated with OSP design.

Conduct a comprehensive assessment of all relevant local, national, and NTIA regulations along with grant application details pertaining to the proposed cable system installation, and identify all NTIA/Permitting compliance requirements specific to the installation of all OSP cables for this project. Exhibit A provides the current permitting framework for the project. In addition, Exhibit C provides NTIA grant requirements associated with NTIA funded projects.

Prepare a project plan and allocate appropriate resources to successfully complete necessary outside plant engineering deliverables as outlined in the plan. Evaluate route conditions, existing utilities, rights of way, easements, and land ownership along the proposed routes provided by Quintillion. Develop preliminary cable route designs including plan-view sheets for all areas of the route, construction details, material specifications, unit descriptions, quantities and rough order of magnitude (ROM) cost estimates for the installation of all OSP segments, as described in this RFP.

Provide narrative inputs for incorporation into the project description and plan of development, describing contemplated construction equipment, methods, and timelines. Assist the permitting team with the preparation of necessary technical documentation for permit applications, including forms, technical specifications, and other required materials. Ensure that all documentation is complete, accurate, and tailored to the requirements of each regulatory authority.

Coordinate directly with local community and utilities rights of way representatives, perform site/route surveys. Assist with ongoing outreach and consultation activities with

key stakeholders, such as government agencies, environmental organizations, local communities, and potential cable users.

Participate in ongoing project team meetings, and attend onsite meetings as required to provide technical support. Revise the preliminary cable route designs and development plans as necessary to incorporate feedback from stakeholders, regulatory agencies, and landowners.

Complete construction ready cable route designs and specifications for all segments. Engage third party providers as subcontractors as necessary to acquire relevant data for the route, perform geotechnical or land surveying, perform pole calculations, or provide additional services necessary to complete the assigned tasks in this scope of work. All third-party subcontractors will require Quintillion approval prior to beginning services under this scope of work.

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

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

The period of performance for the scope of work is expected to begin in January 2024 and extend through August 2024.

Task Name	Duration	Start	Finish	Q1			Q2			Q3		
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1 Contract In Force (CIF)	0	02/21/24	02/21/24									
2 Define OSP Design Requirements (Site/Route Surveys & Discovery)	30d	02/21/24	04/02/24									
3 Develop Preliminary OSP Cable Design	30d	04/03/24	05/14/24									
4 Quintillion Review/Comment - Preliminary OSP Cable Design	5d	05/15/24	05/21/24									
5 Preliminary OSP Cable Design Accepted	0	05/21/24	05/21/24									
6 Support and Seek Federal, State, and Local Input to the Design Plan	30d	05/22/24	07/02/24									
7 Finalize OSP Cable Design (based on inputs)	30d	07/03/24	08/13/24									
8 Quintillion Review/Comment - Final OSP Cable Design	10d	08/14/24	08/27/24									
9 Final OSP Cable Design Accepted	0	08/27/24	08/27/24									
10 Ready for OSP Installation Procurement	0	08/27/24	08/27/24									

#### 4. REQUIREMENTS

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

If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or contracted work. Any proposals which call for outsourcing or contracting work must include the name and description of the organizations being contracted.

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

#### 5. CONTRACT TERMS AND CONDITIONS

If not executed already, 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 C). Additionally, supplier shall comply all applicable requirements and procedures set forth in Quintillion’s policies including but not limited to Conflict of Interest Policy, Global Anti-Corruption Policy, General Safety Policy, Fraud Waste and Abuse Policy.

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.

#### 6. INSURANCE REQUIREMENTS

Selected supplier, at its sole cost and expense, shall provide proof of insurance, upon execution of the Agreement by submitting a Certificate of Insurance to Quintillion. As a minimum, Selected supplier shall provide and maintain insurance consistent with industry practice, required by law and the following minimum types and limits of insurance in compliance with all applicable laws with insurance carriers satisfactory to Quintillion.

- Workers Compensation Insurance, with statutory limits for each jurisdiction in which any part of the Work is furnished and including when applicable, Longshoremen's and Harborworkers' and/or Jones Act Insurance coverage;
- Employer's Liability Insurance with single limits of not less than \$1,000,000 each accident/each disease – each employee/each disease;
- Commercial Automobile Liability Insurance covering all vehicles used in the operations of Contractor with single limits of not less than \$1,000,000 each occurrence and in the aggregate, such policy to be endorsed with MCS-90 when hazardous material transportation is involved;
- Commercial General Liability Insurance (including, but not limited to, blanket contractual liability) with combined bodily/personal injury, death and property damage single limits of not less than \$2,000,000 each occurrence and in the aggregate; and

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

## **7. PROPOSAL EVALUATION CRITERIA**

To ensure consideration for this RFP, your proposal should be complete and include all of the following criteria:

- Overall proposal suitability: proposed 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 marine maintenance 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.

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

## **8. RFP TIMELINE**

All proposals in response to this RFP are due no later than 5pm Alaska Standard Time (AST) January 17th, 2024

Evaluation of proposals will be conducted from January 17th, 2024 until January 22nd, 2024. 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 January 24th, 2024. Upon notification of award, the contract negotiation with the selected supplier will begin immediately, and is desired to be completed within four weeks.

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

## **9. SUBMISSION PROCEDURES**

Proposals must be received by e-mail to the below addresses:

Mpeterson@quintillionglobal.com  
ddean@quintillionglobal.com  
amaduakor@quintillionglobal.com

Subject Line: RFP Subsea Cable OSP Engineering

Proposals must include the name and address of 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 to provide a straight forward, concise delineation of supplier's capabilities to satisfy the requirements of this RFP.

*Any bid received after the time and date specified shall not be considered.*

supplier shall be deemed to have notice of and to have fully examined all of the documentation relative to this Request for Quotation 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 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, nor will Quintillion incur any liabilities for suppliers' efforts in responding in any way to this Request for Quotation.

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 Quotation.

## **10.QUESTIONS**

All questions regarding this RFP must be submitted, in written form to:

[Mpeterson@quintillionglobal.com](mailto:Mpeterson@quintillionglobal.com)  
[ddean@quintillionglobal.com](mailto:ddean@quintillionglobal.com)

# EXHIBIT A

## Summary of Permitting Framework

	PERMIT / AUTHORIZATIONS	TRIGGERS	APPLICABLE PROJECT COMPONENTS	REQUIRED FOR PERMIT	REGULATORY REVIEW TIME
USACE	CWA Section 404 IP	Dredge and/or fill in jurisdictional waters of the US including wetlands to the 3 Mile territorial sea boundary	Dredging, trenching or depositing fill into waters of the US; including HDD, BMH excavation; seafloor trenching and spoils management.	Detailed Project Description; Mitigation Statement; wetland site assessment may be required.	90-180 days once application is deemed complete (includes public comment period, agency consultation, EA drafting); if EIS is required it can be 18 months; IP is valid for 5 years from date of issuance
USACE	RHA Section 10 IP	Installation of any structures and/or work in, or affecting navigable waters of the US	Activities and structures in navigable waters of the US	Detailed Project Description; Mitigation Statement; navigation assessment may be required	90-180 days once application is deemed complete (includes public comment period, agency consultation, EA drafting); if EIS is required it can be 18 months; IP is valid for 5 years from date of issuance
USACE	CWA Section 404; RHA Section 10 NWP,57 Utility Activities	Onshore activities that result in discharge to waters of the US ½ acre (0.2 ha), or less. PCN required if activity will result in the loss of greater than 1/10- acre (0.04 ha) of wetlands	Minor trenching, HDD and BMH.	If an individual Section 10 or Section 404 permit is required, NWP's are not applicable.	PCN is required to comply with general condition 18 if endangered species or their habitat is within the project area.
USACE	MPRSA Section 103, Individual Permit	Transportation and disposal of dredge material in waters of the US (aka Ocean Dumping)	Dredge spoils not returned to original trench.	Ocean dumping site characterization.	Risk of Finding of Significant Impact (FOSI) that would trigger an EIS and 12–24-month review.
USACE	5 Scientific Measurement Devices	Devices placed in Navigable Waters of the US	Current Meters, tide gauges, etc.	No PCN required	15-30 days

	PERMIT / AUTHORIZATIONS	TRIGGERS	APPLICABLE PROJECT COMPONENTS	REQUIRED FOR PERMIT	REGULATORY REVIEW TIME
USACE	ESA Section 7 Consultation	Activities during surveying, cable and/or BMH installation that may result in a 'take' or 'killing' of any listed Endangered Species. A 'take' is defined as any action that may harass, harm, pursue, or attempt to engage in such activities.	Surveying and trunk line and branch line installation activity. (Section 7 may be required for BMH installation activity pending the size and location of BMH). Not required for the HDD activity.	Biological Report	Consultation has a 30-day Public Notice component that can be extended to no more than 90 days. Allow 1–2 months for consultation. If a Biological Assessment is required, allow 6–12 months for completion.
USFWS	MMPA Consultation and IHA	Under water geophysical surveys and subsea cable installation that may result in a 'take' of a USFWS trust species	Marine route selection surveys and project activities	Biological Report, Abundance estimates, MMO Program, IHA application	Formal Consultation has a 30-day Public Notice component that can be extended to no more than 90 days. Allow 1–2 months for consultation. If a Biological Assessment is required, allow 6–12 months for completion.
USFWS	MBTA Consultation	Activities during surveying and or BMH installation that may result in a 'take' or 'killing' of any migratory bird.	Marine Route Survey, nearshore and onshore installation activities	Biological Report	Allow 30-60 days for consultation.
USFWS	Bald and Golden Eagle Protection Act Permit	Incidental take of a Bald or Golden Eagle while conducting activities near an active or inactive nest during shoreline surveys, nearshore and shore-based construction that may result in a "take".	HDD and BMH installation, construction and maintenance activities.	Eagle nest Survey may be required.	Allow at least 60 days for your application to be processed. Some applications may take longer than 90 days to process. (50 CFR 13.11).
USFWS	ESA Section 7 Consultations	Conducting any activities during surveying, cable and/or BMH installation that may result in a 'take' or 'killing' of any listed Endangered Species.	Cable installation activity (Section 7 may be required for BMH installation activity pending the size and location of BMH).	Biological Report	This consultation has a 30-day Public Notice component that can be extended to no more than 90 days. Allow 1–2 months for consultation. If a Biological Assessment is required, allow 6–12 months for completion

	PERMIT / AUTHORIZATIONS	TRIGGERS	APPLICABLE PROJECT COMPONENTS	REQUIRED FOR PERMIT	REGULATORY REVIEW TIME
NOAA NMFS	MMPA Consultation	Underwater seismic exploration, undersea explosives detonations, geophysical surveys or scientific research in areas where marine mammals are present.	For any project activity located within waters of the US that have the potential to 'take' NMFS trust species (whales and seals). A 'take' is defined as any action that may harass, harm, pursue, or attempt to engage is such activities.	Biological Report	Allow 2-3 months for consultation. An IHA permit processing time can range from 6-12 months. If issued, an IHA will remain valid for 1 year
NOAA NMFS	EFH Consultation (Sustainable Fisheries Act; Magnuson-Stevens Fishery Conservation and Management Act)	Installation of any project components or undertaken activities that are within waters and substrates necessary to fish for spawning, breeding, feeding or growing to maturity.	Cable installation in river beds.	Biological Report	NOAA will provide conservation recommendations to the lead action agency within 30 days of receiving the proposed action details of the project.
NOAA NMFS	Certificate of Inspection	US flagged classified inspected vessels operating in US Waters	Geotechnical /geophysical survey, cable installation	Inspection	Inspection must be scheduled 90 days in advance
US Coast Guard	Certificate of Inspection	US flagged classified inspected vessels operating in US Waters	Geotechnical /geophysical survey, cable installation	Inspection	Inspection must be scheduled 90 days in advance
State Of Alaska					
	Office of History and Archaeology, SHPO Clearance under the NHPA and Alaska Historic Preservation	All activities that occur on State administered lands, including tidelands, submerged	All project components located on State of Alaska lands, including tidelands and submerged lands to the 3 nm territorial sea boundary	Archeological Assessment and Report	SHPO has 30 calendar days to respond with concurrence, comments, or a request for additional information. Average processing time from submission of application is between 60 – 90 days

	PERMIT / AUTHORIZATIONS	TRIGGERS	APPLICABLE PROJECT COMPONENTS	REQUIRED FOR PERMIT	REGULATORY REVIEW TIME
ADNR	Alaska Cultural Resource Permit	Survey, testing, excavation, removal of cultural and historic resources on state lands, tidelands and submerged lands.	BMH, Communications Shack	Detailed Project Description, with map of areas of interest	Allow 30-60 days for processing and issuance.
ADNR	Generally Allowable Use on State Lands	Surveying, staking, Geotechnical drilling to 300 feet, etc.	BMH, potential cable trenching locations	This work would also be included in the request to the state for easement agreement where the cable will be installed on state land.	None
ADNR	DMLW Land Use Permit Site Easements / Property Leases	Activity on State Land	Branch lines within 3 nm territorial sea boundary.	Project description occurring on State Lands; Cable As- Built details	Minimum 30 days
ADNR	Title 16 Special Area Use Permit	The Habitat Division implements a statewide special areas permitting program to manage land and water use activities within a special area.	Special Use Areas if encountered	Application, maps, equipment list, schedule	60-180 days
ADF&G	Title 16 Fish Habitat Permit	Use, diversion, obstruction, pollution or change the natural flow or bed of a listed anadromous river, lake, or stream. Includes use of wheeled, tracked or excavating equipment	Freshwater anadromous fish habitat and providing free passage for anadromous and resident fish in fresh water bodies. Any activity or project that is conducted below the ordinary high water mark of an anadromous stream requires a Fish Habitat Permit.	Application, maps, equipment list, schedule	15-30 days
ADF&G	Construction General Permit for storm water discharges into Waters of the US	Required for sites that will disturb 0.4 ha (1 acre) or more & discharge into Waters of the US	Storm Water Pollution Prevention Plan (SWPPP) for BMH and communication building construction and operations including trenching activities.	SWPPP	2 weeks for preparation of SWPPP and Notice of Intent (NOI)

	PERMIT / AUTHORIZATIONS	TRIGGERS	APPLICABLE PROJECT COMPONENTS	REQUIRED FOR PERMIT	REGULATORY REVIEW TIME
ADEC	Excavation Dewatering General Permit	Required if dewatering to waters of the US is necessary	Terrestrial trenching	Trenching details and anticipated pumping rates. If within 1500' of DEC contaminated site, special considerations must be met	30 days
ADEC	Right-of-Way / Easement	Activities that occur on State DOT & PF administered lands (airports, ports, etc.).	HDD and BMH development activities if BMH located on state administered lands.	Application and Traffic Plan	Minimum 30 days
ADOT&PF	Fire and Life Safety Plan Review	Occupancy, mechanical, electrical, fuel sources associated with buildings and structures	Communication buildings	Engineering Drawings	Within 10 working days of submittal of complete application
State Fire Marshal	Fire and Life Safety Plan Review	Occupancy, mechanical, electrical, fuel sources associated with buildings and structures	Communication buildings	Engineering Drawings	Within 10 working days of submittal of complete application
Bering Straits Native Corporation	Land Use Agreements	Activity on their land	Land Sites	ANCSA Consultation	Bering Straits Native Corporation - Commercial & Government Contractors
Calista Corporation	Land Use Agreement	Activity on their land	Land Sites	ANCSA Consultation	Home – Calista Corporation
Bristol Bay Native Corporation	Land Use Agreement	Activity on their land	Land Sites	ANCSA Consultation	Home - Bristol Bay Native Corporation (bbnc.net)
Cook Inlet Regional Incorporated	Land Use Agreement	Activity on their land	Land Sites	ANCSA Consultation	Home - CIRI

## EXHIBIT B

OSP Cable Route Corridors for Consideration

Reference route shapefile and diagrams provided separately.

## EXHIBIT C

Required Contract Federal Provisions

- A. Contracts for more than the simplified acquisition threshold, 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 affected and the basis for settlement.

### **C. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.

### **D. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, 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 any Federal 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.
  - a. 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

Federal 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

#### **E. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

Contractor agrees 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) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

#### **F. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS**

This is an acknowledgement that Federal awarding agency financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

#### **G. CONSTRUCTION WAGE RATE REQUIREMENTS STATUTE**

40 U.S.C. chapter 31, subchapter IV, Wage Rate Requirements (Construction), the Davis-Bacon Act provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works within the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. 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.

#### **H. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**



Where applicable, all contracts awarded 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](#)).

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such 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.

## **I. DEBARMENT AND SUSPENSION**

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.

### **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.**

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Proposer must certify the following, as required by the regulations implementing Executive Order 12549. Contractor’s certification is a material representation upon which the contract award was based.

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 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.

**J. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. 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.

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

Name of supplier, Contractor, or Subgrantee:

Signature:

Name of Authorized Signatory:

Title:

Date:

## **K. EQUAL EMPLOYMENT OPPORTUNITY**

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”

## **L. RIGHTS TO INVENTIONS**

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.

## **M. PROCUREMENT OF RECOVERED MATERIALS**

A non-Federal entity 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. The requirements of Section 6002 include procuring only items designated in 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.

## **N. Prohibition on certain telecommunications and video surveillance services or equipment.**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) 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).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) 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.

(b) In implementing the prohibition under [Public Law 115–232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall 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 communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

#### **O. Minority Businesses and Women’s Businesses**

As required by CFR Title 2, §200.321(b)(6), Contractor must take the following affirmative steps in the hiring of any subcontractors:

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section.

**P. Domestic preferences for procurements.**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(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.