



## **Request For Proposal**

**Quintillion's Nome to Homer Express Project**

***Site Preparation, Installation and Electric***

***Utility Extension of Modular***

***Telecommunications Building and Standby***

***Generator System***

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

Due Date: 9/26/2025

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### 1. Version Control / Document Amendments

Version #	Date	Section	Changes
V1		RFP	

## PURPOSE:

Quintillion is soliciting proposals from qualified contractors to provide all labor, materials, equipment, engineering, transportation, and services necessary to perform Site Preparation, Installation and Electric Utility Extension of Modular Telecommunications Building and Standby Generator System at 4 remote locations in Alaska.

This project is funded under the NTIA Middle Mile Program, and all work shall comply with Department of Commerce (DOC) Standard Terms & Conditions, Uniform Guidance (2 CFR 200), and NTIA grant award requirements.

The completed facility shall be delivered as a **turn-key solution**, fully operational, code-compliant, and accepted by the Owner upon verification of all performance and quality requirements.

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## BACKGROUND:

Quintillion's Nome to Homer Express project will extend fiber south from Nome to Emmonak, and south to Naknek, where the subsea fiber transitions to terrestrial fiber at the beach, and is buried along Naknek's road system on the way out of town before it heads northeast to Igiugig.

The Quintillion system then connects to the east to Homer and Anchorage, and completes a ring up north to Fairbanks, Deadhorse, and Northwest Arctic villages. **Figure 1** shows the Nome to Homer Express system, along with the primary Quintillion network.



Figure 1: Quintillion Network Map. Nome to Homer route shown in Orange

## SCOPE OF WORK:

The scope of work below ensures alignment with project goals, compliance with design specifications, and thorough documentation for verification and accountability. The key responsibilities are as follows:

### General Requirements

The Contractor shall:

- Perform site preparation, grading, and drainage improvements to accommodate all structures and access.

- Design and install foundations and anchoring systems for both the modular building and standby generator, stamped by a Professional Engineer licensed in the jurisdiction of work.
- Conduct soil resistivity testing and design an integrated grounding system with a maximum earth resistance of 5 ohms, verified by certified testing.
- Provide all transportation, rigging, and placement services required to deliver the modular building and generator to the project site.
- Install all electrical, mechanical, control, and fuel system connections, including an automatic transfer switch (ATS).
- Commission and test both systems to ensure full functionality prior to Owner acceptance.
- Provide complete as-built documentation, test results, warranties, and operation manuals.
- Comply with all NTIA Middle Mile program requirements outlined herein.

### Detailed Scope of Work

#### **Engineering and Design Services**

- Perform topographic and geotechnical survey of the project site.
- Conduct soil resistivity testing (Wenner four-point method or approved equivalent) to determine grounding requirements.
- Prepare structural foundation drawings for both the building and generator system, including reinforcement details, anchor bolt patterns, and housekeeping pads.
- Prepare grounding system design drawings demonstrating compliance with NEC Article 250 and IEEE 80, achieving  $\leq 5$  ohms earth resistance.
- Submit sealed drawings, specifications, and calculations for Owner approval prior to construction.
- Participate in modular building design and acceptance testing process
- Develop a detailed transportation and logistics plan, including route surveys, oversize load permitting, escort requirements, and staging areas.
- Submit a Health, Safety, and Environmental (HSE) Plan and Quality Control Plan (QCP) in accordance with OSHA and agency safety regulations.

## **Site Preparation**

- Clear and grub vegetation and debris as required.
- Grade site to provide stable foundations and prevent surface water intrusion.
- Construct temporary access roads and laydown areas where required.
- Install erosion control and stormwater protection measures per local environmental regulations.
- Confirm layout, elevation, and utility access points prior to foundation work.

## **Foundation and Grounding Installation**

- Excavate and construct reinforced concrete foundations for the modular building and generator in accordance with approved drawings.
- Install anchor bolts, embedded plates, and pads per manufacturer and engineering requirements.
- Design and install an integrated facility grounding system bonded to both structures, including ground rods, grids, or counterpoise as required.
- Perform fall-of-potential ground resistance testing and submit certified test results demonstrating  $\leq 5$  ohms resistance to earth.
- Provide concrete testing (slump, compressive strength) and maintain quality control records.

## **Transportation and Logistics**

- Coordinate all transport activities including acquisition of DOT oversize/overweight permits and escorts.
- Provide specialized low-bed trailers, cranes, and rigging equipment as necessary.
- Deliver the modular building and generator system intact and free of damage.
- Submit a transportation execution report confirming compliance with approved plans.

## **Installation and Integration**

- Off-load and position modular building and generator onto foundations using approved rigging and lifting plans.
- Secure both structures to foundations per approved engineering drawings.

- Install conduits, power cabling, data cabling, and control wiring between the building and generator.
- Coordinate with the local electrical utility to arrange permanent power service to the facility.
- Bond all electrical and metallic components to the facility grounding system.
- Ensure compliance with NFPA 70 (NEC), NFPA 110 (Emergency and Standby Power Systems), and all local codes.

### **Commissioning and Acceptance Testing**

- Perform electrical system tests including insulation resistance, continuity, and torque verification.
- Perform grounding verification testing and submit certified results.
- Conduct generator startup, load bank testing, and ATS functional testing witnessed by the Owner.
- Verify HVAC, lighting, fire protection, alarms, and data systems in the modular building.
- Submit all test reports, deficiency logs, and corrective action documentation prior to final acceptance.
- Provide complete as-built drawings, operations and maintenance manuals, and warranty certificates.

### **Deliverables**

- Stamped foundation, grounding, and electrical drawings
- Soil resistivity test report and grounding test results ( $\leq 5$  ohms)
- Transportation plan and execution report
- Concrete quality control test results
- Generator load bank test and ATS functional test reports
- Commissioning documentation and punch list completion report
- As-built drawings (electronic and hard copy)
- Warranty certificates and O&M manuals for both building and generator

## Performance Requirements

- Grounding system resistance shall not exceed 5 ohms as measured by a certified fall-of-potential test.
- All equipment installations shall meet or exceed manufacturer specifications and code requirements.
- The Contractor shall correct, at no additional cost to the Owner, any work that does not meet specifications or acceptance criteria.
- Final payment shall be contingent upon successful completion of commissioning and submission of all deliverables.

## Schedule and Commissioning Deadlines

- Substantial completion, testing, and Owner acceptance no later than **July 15, 2026.**
- Contractor must provide detailed schedule showing major milestones (site preparation, foundation installation, , delivery, setting of equipment, and commissioning activities).
- Written notice to Quintillion within **5 calendar days** if delays are anticipated, with recovery plan.
- Late completion may result in liquidated damages or payment holdbacks.

## Codes, Standards, and Compliance

- All work shall comply with applicable standards including, but not limited to, NEC, IEEE, NFPA, ANSI, ASTM, and local building and utility codes.
- Contractor is responsible for obtaining all necessary permits, approvals, and inspections.

## Site Locations

- Nome
  - Existing gravel pad with possible expansion needed
- Emmonak



- Community location
  - May need existing structure removed
- Naknek
  - New construction/clearing
- Igiugig
  - New construction/clearing
- Note: All locations are located along primary roads and can be accessed with standard vehicles. Plot maps available with Non-Disclosure Agreements (NDAs) in place

### **Building & Generator Information**

- 12'x20' Modular Building
- ESI Arctic Generator System

## **REQUIREMENTS:**

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

If a bidder intends to outsource or subcontract any portion of the work to meet the requirements specified in this RFP, such arrangements must be explicitly disclosed within the proposal. The following details are required for any outsourced or subcontracted work:

- The name of the subcontracting organization(s).
- A detailed description of the scope of work to be performed by the subcontractor(s).
- All associated costs must be included in the proposal and clearly itemized.

Proposals must present all costs as all-inclusive, covering any outsourced or subcontracted work. For time-and-material proposals, bidders must provide:

- A complete schedule of rates.
- A clearly stated "not-to-exceed" amount to accomplish the specified scope of work.

Quintillion requires that proposals include a comprehensive list of any

subcontractors the bidder plans to utilize.

Bidders are encouraged to suggest floor layout configurations based on prior experience and the requirements stated above.

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

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## ASSUMPTIONS AND EXCLUSIONS:

### Assumptions:

- Subcontractors engaged by the bidder will comply with all relevant local, state, and federal laws, as well as Quintillion's standards outlined in this RFP.
- Bidders should assume that the 4 buildings are in Anchorage, AK, and must be shipped to each location

### Exclusions:

- Quintillion is not responsible for costs associated with the bidder's preparation of the proposal, including any travel or administrative expenses.
  - The bidder assumes full responsibility for all logistics, transportation, and accommodation for their personnel and subcontractors.
  - Any additional costs arising from delays, unforeseen conditions, or deviations from the approved scope of work must be pre-approved in writing by Quintillion to be eligible for reimbursement.
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## CONTRACTOR ASSURANCES:

The successful bidder may need to furnish a guaranty as assurance that the project is completed satisfactorily. The type of guaranty could be a performance bond, letter of credit or another form of assurance acceptable to Quintillion.

A guaranty allows Quintillion to cover any additional costs due to the contractor's failure to perform. A guaranty provides financial security and minimizes risk to ensure satisfactory completion of contracted work. It can

mitigate the risk of project delays, financial losses, and contractor default on projects where appropriate. Quintillion reserves the right to approve the institution that provides the guaranty in whatever form.

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## PREVAILING WAGE RATES:

Davis-Bacon requirements do not apply to this project. However, if Davis-Bacon Act requirements are not adhered to, a Project Employment and Local Impact report is required. The selected bidder will be required to provide the following for the Project Employment and Local Impact report:

- The number of contractors and subcontractors working on the Project;
- The number of workers on the Project hired directly and hired through a third party;

The wages and benefits of workers on the Project by classification, in the following format:

Job Classification	Hourly Wage	Hourly Benefit
TBD	TBD	TBD

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## CONTRACT TERMS AND CONDITIONS:

If not executed already, the supplier shall sign a Non-Disclosure Agreement upon selection of its proposal and before contract negotiations. All submitted proposals and related communications will be treated as confidential.

Selected supplier agrees to recognize and comply with all applicable Federal, State, local laws, standards, orders or regulations.

Selected supplier agrees to comply with

- 2 CFR 200 -Procurement Standards
- Appendix II of 2 CFR Part 200 ( Exhibit A)
- Equal Employment Opportunity compliance (E.O. 11246).
- Must certify compliance with 2 CFR 180 and 2 CFR 1326 (not

debarred or suspended) .See Appendix B

- Certify no federal funds are used for lobbying. See Appendix C
- Contractor must retain records applicable to this project for a minimum of **3 years**.
- All required clauses must be included in subcontractor agreements.

Additionally, supplier shall comply with all applicable requirements and procedures set forth in Quintillion's policies including but not limited to the Conflict- of-Interest Policy, Global Anti-Corruption Policy, General Safety Policy, and the Fraud, Waste, and Abuse Policy.

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

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## INSURANCE REQUIREMENTS:

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

- **Workers' Compensation.** Occurrence based coverage providing benefits in the minimal amount required by applicable law, including, if applicable to the supply of goods or services under this Agreement, Workers Compensation Acts of applicable U.S. States, the U.S. Longshoremen's and Harbor Workers Compensation Act and the U.S. Jones Act.
- **Employers' Liability Insurance.** Occurrence based coverage with a limit of at least \$1,000,000 per occurrence or any greater limits set by applicable law.
- **Automobile Liability Insurance.** Occurrence based coverage with a combined single limit of at least \$1,000,000 per occurrence and in the aggregate for owned, non-owned, and hired automobiles, such

policy to be endorsed with MCS-90 when hazardous material transportation is involved.

- **Commercial General Liability Insurance.** Occurrence based coverage with a combined single limit of at least \$1,000,000 per occurrence and in the aggregate for premises and operations; products and completed operations; contractual liability coverage for indemnities of Supplier contained within agreements with Quintillion or its parent, subsidiaries, and affiliates; broad form property damage (including completed operations); and personal injury.
- **Professional Liability,** with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- **Contractors Pollution Liability** (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate and
- **Umbrella and/or Excess Insurance.** Occurrence based coverage with a combined single limit of at least \$5,000,000 per occurrence and in the aggregate in excess of the risks insured under the Commercial General Liability Insurance and Automobile Liability Insurance.

To the fullest extent permitted by applicable law and to the extent of the obligations expressly assumed by supplier hereunder, all insurance policies maintained by Selected supplier in accordance with the requirements set forth above shall include Quintillion and its affiliates as additional insured (except Workers' Compensation) and include a waiver of subrogation in favor of Quintillion. Supplier's insurance shall be regarded as primary and non-contributory with respect to the work outlined in this RFP and the Agreement.

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## Qualifications

- Evidence of at least three (3) prior projects involving modular telecommunications facilities and standby generator systems.
- Copies of professional engineering licenses for states in which work will be performed.
- Safety performance records and EMR (Experience Modification Rate) for the past three years.

- Bonding capacity and insurance certificates meeting contract minimums.
- Demonstrated knowledge of federal grant compliance requirements.

### **Proposal Submission Requirements**

- Technical approach and methodology
- Detailed project schedule with milestones
- Staffing plan and subcontractor list (if any)
- Quality control and safety plans
- Cost proposal itemized by major work elements
- Evidence of compliance with all qualification requirements

## **PROPOSAL EVALUATION CRITERIA:**

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

- Overall proposal suitability: proposed solution(s) must meet the scope and needs included herein and be presented in a clear and organized manner.
  - Organizational Experience: suppliers will be evaluated on their experience as it pertains to the scope of this project.
  - Previous work: suppliers will be evaluated on examples of their work pertaining to the project and references.
  - Value and cost: suppliers will be evaluated on the cost of their solution(s) based on the work to be performed in accordance with the scope of this project.
  - Technical approach and methodology, including expertise and experience: suppliers must provide descriptions and documentation of staff technical expertise and experience.
  - Preference for use of local hire for labor, logistics, etc.
-

## RFP TIMELINE:

All proposals in response to this RFP are due no later than 5pm Alaska Standard Time (AST) **9/26/2025**.

Evaluation of proposals will be conducted from **9/29/2025** until **10/10/25**.

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 **10/15/25**. Upon notification of the award, the contract negotiation with the selected supplier will begin immediately, with the goal of an executed contract within two weeks.

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

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## SUBMISSION PROCEDURES:

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

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

[Ddean@quintillionglobal.com](mailto:Ddean@quintillionglobal.com)

[Amaduakor@quintillionglobal.com](mailto:Amaduakor@quintillionglobal.com)

[Apaul@quintillionglobal.com](mailto:Apaul@quintillionglobal.com)

[Dkerschbaum@quintillionglobal.com](mailto:Dkerschbaum@quintillionglobal.com)

Subject Line:

2025.XX.XX\_ Quintillion RFP Nome to Homer Express Project – Telecommunications  
Building\_ Organization Name

Proposals can also be submitted on our website: <https://quintillionglobal.com/rfps>,  
using the file name format:

2025.XX.XX\_ Quintillion RFP Nome to Homer Express Project – Telecommunications  
Building\_ Organization Name

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 straightforward, concise delineation of supplier's capabilities to satisfy the requirements of this RFP.

Supplier shall be deemed to have notice of and to have fully examined all the documentation relative to this Request for Proposal and to have fully considered the risks, contingencies and other circumstances which could affect its Quotation.

Quintillion will not entertain any claim on the part of 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.

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## 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)

[Apaul@quintillionglobal.com](mailto:Apaul@quintillionglobal.com)

[Amaduakor@quintillionglobal.com](mailto:Amaduakor@quintillionglobal.com)

[Dkerschbaum@quintillionglobal.com](mailto:Dkerschbaum@quintillionglobal.com)



## Exhibit A

### Required Contract Federal Provisions

As a contractor receiving payment made with federal funds, Contractor agrees to ensure its compliance as applicable with the following:

COMPLIANCE WITH UNIFORM GUIDANCE PROCUREMENT STANDARDS. Contractor agrees to follow and comply with 2 CFR §§200.318 General Procurement Standards through 200.327 Contract Provisions as applicable.

2 CFR §200.322, DOMESTIC PREFERENCES FOR PROCUREMENTS. As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

- (A) Contracts for more than \$250,000, 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, also known as 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) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60–1.3](#) must include the equal opportunity clause provided under [41 CFR 60–1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339](#)), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the

Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be

reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must 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.
- (J) 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. 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.
- (K) 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 covered telecommunications equipment or services;

(2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of [Public Law 115-232](#), heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of [Public Law 115-232](#) and [§ 200.471](#).

## **Whistleblower Protections**

Agreement is subject to the whistleblower protections afforded by 41 U.S.C. § 4712 (Enhancement of contractor protection from reprisal for disclosure of certain information), which generally provide that an employee or contractor (including subcontractors and personal services contractors) of a non-Federal entity may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:

- a. A Member of Congress or a representative of a committee of Congress.
- b. An Inspector General.
- c. The Government Accountability Office.
- d. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- e. An authorized official of the Department of Justice or other law enforcement agency.
- f. A court or grand jury.
- g. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Non-Federal entities and contractors under Federal awards and subawards must inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

## APPENDIX B

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

#### **Lower Tier Covered Transactions Instructions for Certification**

1. By signing and submitting this contract or 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 Coverage sections of rules implementing Executive Order 12549. The term "principals" includes, but is not limited to, officers, directors, owners, partners, and principal investigators. You may contact the person to which this proposal or contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by signing and submitting this contract or proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
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, review the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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#### Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion

##### Lower Tier Covered Transactions

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

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 Vendor, Contractor, or Subgrantee:

\_\_\_\_\_

Signature: \_\_\_\_\_

Name of Authorized Signatory:

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX C

### Certification Regarding Lobbying

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that: 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. 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.

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Signature

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Title

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Organization