



**Request For Proposal
Feasibility Study and
Desk Top Study**

Quintillion
201 East 56th Avenue, Suite 300
Anchorage, AK 99518

Due Date: November 13, 2023

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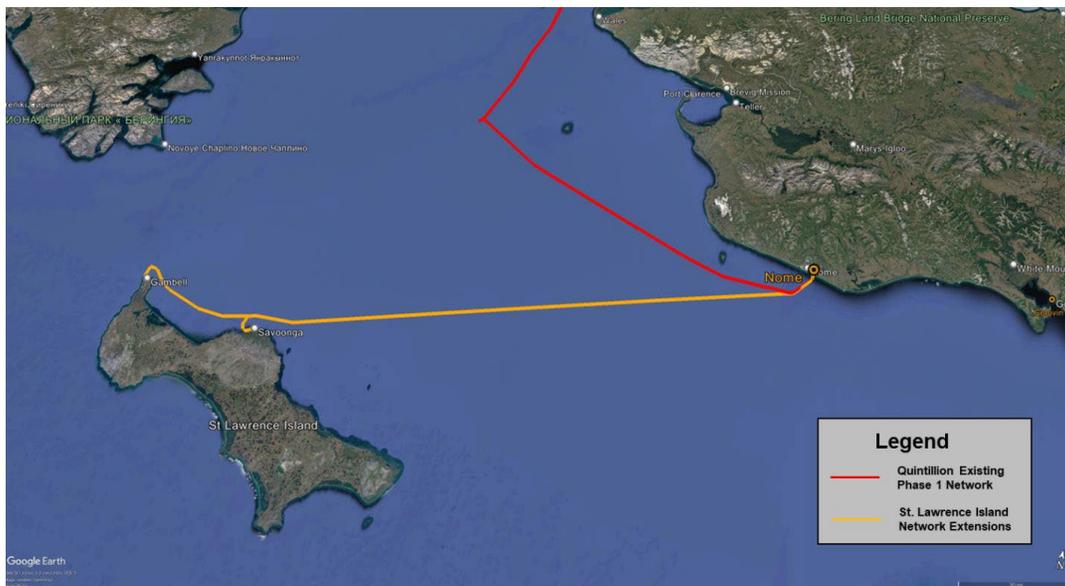
1. PURPOSE:

This RFP outlines the scope of work required to prepare a Feasibility Study and Desk Top Study to extend Quintillion’s fiber optic subsea cable system. The extension will commence from Quintillion’s existing Nome beach manhole to Savoonga, AK and Gambell, AK. The successful bidder will be responsible for navigating the complex regulatory landscape, engaging with relevant stakeholders, and ensuring compliance with all applicable local, national, and international regulations.

2. BACKGROUND

This project will extend Quintillion’s existing subsea fiber optic cable system from Nome, AK to St. Lawrence Island, AK. The project includes two subsea landings, one each at Gambell, AK and Savoonga, AK.

The two communities to be served by this project, the Native Villages of Savoonga and Gambell, are located on St. Lawrence Island in the Bering Strait between the U.S. mainland and Russia, approximately 163 miles southwest of Nome, Alaska. The remoteness of the island creates additional challenges for the population. The limited infrastructure and the geographical and climatological challenges make broadband projects incredibly difficult and expensive.



3. SCOPE OF WORK

Follow International Submarine Cable Protection Committee (ICPC) Recommendation #9, minimum technical requirements for a Desktop study of this type. Bidder will also address several additional scopes of work pertinent to this project and as requested by Quintillion.

These additional work packages include:

- Comprehensive environmental analysis detailing permits and authorizations required to complete the proposed survey and installation
- Comprehensive ice risk analysis for the proposed route
- Plan of Work – realistic overall program schedule, program critical path, permitting critical path, realistic schedule contingency allowances
- Program budget – with budgetary contingencies
- Longer-term system marine maintenance and repair strategy

The selected bidder will be responsible for providing the following deliverables:

- 2-4 weeks – Provide initial Feasibility Study with report, presentation and recommendation for specific areas to be focused on in the Desktop Study.
- 4-6 weeks following FS – Provide comprehensive Desktop Study draft and presentation.
- 2 weeks after draft – Provide final Comprehensive Desktop Study document and presentation.

4. REQUIREMENTS

This Request for Proposal 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, Bidder 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 Bidder agrees to recognize and comply with all applicable standards, orders or regulations issued pursuant to Appendix II of 2 CFR Part 200 (Exhibit A).

Additional Contract terms and conditions will be negotiated upon selection of the selected bidder 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 Bidder, 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 Bidder 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 Bidder hereunder, all insurance policies maintained by Selected Bidder 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. Bidder'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 Request for Proposal, 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: Bidders will be evaluated on their experience as it pertains to the scope of this project.
- Previous work: Bidders will be evaluated on examples of their work pertaining to marine maintenance and references.
- Value and cost: Bidders 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: Bidders must provide descriptions and documentation of staff technical expertise and experience.
- Workforce continuity: Please describe the steps taken to ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure work is completed skillfully and that your organization is capable of carrying out the proposed project in a competent manner, include your plan to attract or retain an appropriate skilled and credentialed workforce.

8. RFP TIMELINE

All proposals in response to this RFP are due no later than 5pm Alaska Standard Time (AST) **November 13, 2023**.

Evaluation of proposals will be conducted from **Nov. 13, 2023** until **Nov. 17, 2023**. If additional information or discussions are needed with any bidders during this window, the bidder(s) will be notified.

The selection decision for the winning bidder will be made no later than **November 20, 2023**.

Upon notification, the contract negotiation with the selected bidder will begin immediately.

Quintillion reserves the right to select or reject any and all proposals 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 Feasibility Study and Desktop Study

Proposals must include the name and address of bidder. 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 Bidder's capabilities to satisfy the requirements of this RFP.

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

Bidder 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 Bidder 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 Bidder of the requirements, Bidder must form their own conclusions about the methods and resources needed to meet these requirements.

Bidder 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 Bidders' efforts in responding in any way to this Request for Quotation.

Nothing herein contained or in any other communication between Quintillion and the Bidder 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 by October 20, 2023. Questions must be submitted, in written form to:

Mpeterson@quintillionglobal.com

ddean@quintillionglobal.com

EXHIBIT A

Required Contract Federal Provisions

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

- (A) Contracts for more than \$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 not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(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.

(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;

(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.

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.

2 CFR §200.326 CONSTRUCTION CONTRACT SECURITY BOND. For Construction or facility improvement contracts or subcontracts exceeding \$250,000 The following minimum bonding requirements are required if the federal government does not determine whether the Federal Government's interest is adequately protected.

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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.