



**Request For Proposal**  
**Technical Project Manager**

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

October 9, 2023

## **1. Introduction:**

Quintillion Subsea Operations is seeking the services of a qualified Telecom Project Manager to assist in the planning, execution, and management of a telecommunication project in Alaska. We are looking for an experienced professional who can work part-time to help us deliver successful telecom initiatives.

## **2. Project Overview:**

The Quintillion Nome to Home Express project will extend its existing subsea and terrestrial network south from Nome to Emmonak, continuing along the Yukon-Kuskokwim Delta coast to Naknek, and then terrestrially and submerged about 230 miles to King Salmon, Igiugig, and on to Homer. There, it can interconnect with multiple regional providers for a diverse, resilient, lower latency, competitive pathway to U.S. and global interconnectivity including cloud services.

## **3. Scope of Work:**

The selected Telecom Project Manager will be responsible for, but not limited to, the following tasks and responsibilities:

- Project planning, including defining project scope, objectives, and deliverables.
- Creating and maintaining detailed project schedules and timelines.
- Identifying and managing project risks and issues.
- Coordinating with internal and external stakeholders to ensure project success.
- Tracking project progress and providing regular status updates.
- Managing project budgets and resources.
- Ensuring project compliance with industry standards and regulations.
- Other tasks as required to meet project goals.

## **4. Qualifications and Experience:**

To be considered for this role, candidates must possess the following qualifications and experience:

- Proven experience as a Telecom Project Manager or similar role.
- Strong knowledge of telecommunications technology, equipment, and industry standards.
- Excellent project management skills, including the ability to manage multiple tasks and priorities.
- Strong communication and interpersonal skills.
- Ability to work independently and as part of a team.
- Relevant project management related certifications (e.g., PMP, PMI-ACP, etc.) are preferred.
- Experience managing subsea fiber optic cable permitting activities is required.
- Experience managing subsea fiber optic cable system implementation is required.

- Experience managing projects in remote areas of Alaska (or other areas with very challenging logistics and environmental conditions) is required.

## **5. Proposal Submission:**

Interested contractors are invited to submit their proposals by [Insert Proposal Submission Deadline]. Proposals should include the following:

- Cover letter detailing your interest and qualifications.
- Resume or CV highlighting relevant experience.
- Details of past telecom projects you have managed, including outcomes.
- References from previous clients or employers.
- Proposed hourly or project-based rates.
- Availability and preferred working schedule.

## **6. Evaluation Criteria:**

Proposals will be evaluated based on the following criteria:

- Relevant experience and qualifications.
- Cost-effectiveness.
- References and past performance.
- Proposed work plan and schedule.

## **7. Form of Contract:**

Enclosed with this Request for Proposal is a sample copy of Quintillion's form of contract. Quintillion expects to enter into contract with the successful PM on the basis of this form of contract. Please note that submission of a proposal implies a general acceptance of the terms of this form of contract, especially, the compliance with Federal Laws and Regulations. If any terms cannot be accepted it must be addressed in the proposal.

## **8. 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 Technical Project Manager

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 within 30 days following the submission date.

Modifications to bids already submitted will be allowed if submitted in writing prior to the time fixed 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 Proposal and to have fully considered the risks, contingencies and other circumstances which could affect its Proposal.

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 Proposal 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 Proposal.

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 Proposal.

## **9. Contact Information:**

All questions and proposals should be directed to:

Matt Peterson - [mpeterson@quintillionglobal.com](mailto:mpeterson@quintillionglobal.com)

## **10. Timeline:**

- RFP Issued: October 9, 2023
- Proposal Submission Deadline: October 16, 2023
- Evaluation Period: October 18, 2023
- Contractor Selection: October 19, 2023
- Project Commencement: October 23, 2023

**11. Confidentiality:**

All information provided in response to this RFP will be kept confidential and used solely for the purpose of evaluating proposals.

**12. Disclaimer:**

Quintillion reserves the right to accept or reject any proposal submitted and to cancel this RFP process at any time. This RFP does not create any contractual obligations between Quintillion and the responding contractors.

We appreciate your interest in working with Quintillion and look forward to receiving your proposal.

**Appendix A**  
**Form of Contract**

This Consultancy Agreement (the “Agreement”) is made and entered into on [Month] \_\_\_\_, 2023 (the “Effective Date”) by and between **Quintillion Subsea Operations, LLC** with its principal place of business located at 201 E 56<sup>th</sup> Avenue, Anchorage, Alaska 99518 (the “Company”) and \_\_\_\_\_ with its principal place of business located at \_\_\_\_\_ (the “Consultant”) (hereinafter referred to individually as a “Party” and collectively as “the Parties”).

WHEREAS, the Company is in the business of **operating a subsea fiber-optic cable system (the “System”)**;

WHEREAS, the Consultant has expertise in the area of \_\_\_\_\_.

WHEREAS, the Company desires to engage the Consultant to provide certain services in the area of Consultant’s expertise and the Consultant is willing to provide such services to the Company;

NOW, THEREFORE, the Parties hereby agree as follows:

**1. Engagement and Services**

- (a) Engagement. The Company hereby engages the Consultant to provide and perform the services set forth in Exhibit A attached hereto (the “Services”), and the Consultant hereby accepts the engagement.
- (b) Standard of Services. All Services to be provided by Consultant shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a consultant with the background and experience that Consultant has represented it has. The Company shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultant to perform the Services.
- (c) Tools, Instruments and Equipment. Consultant shall provide Consultant’s own tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties.
- (d) Representation and Warranty. Consultant represents and warrants to the Company that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.

**2. Consultancy Period**

- (a) Commencement. This Agreement shall commence on the **Effective Date** and shall remain in effect until \_\_\_\_\_ or the earlier termination of this Agreement as provided in Article 2 (b) (the “Consultancy Period”).
- (b) Termination. This Agreement may be terminated by the Company, without cause and without liability, by giving a ten day (10) written notice of such termination to the Consultant. This Agreement may be terminated by either Party immediately upon written notice of such termination to the other Party in the event of a material breach by the other Party. “Material breach” shall include:

- (i) any violation of the terms of Articles 1 (d), 3, 4, 5, 6, 8, 10 and 11,
  - (ii) any other breach that a Party has failed to cure within Thirty (30) calendar days after receipt of written notice by the other Party, (iii) the death or physical or mental incapacity of Consultant or any key person performing the Services on its behalf as a result of which the Consultant or such key person becomes unable to continue the proper performance of the Services, (iv) an act of gross negligence or wilful misconduct of a Party, and (v) the insolvency, liquidation or bankruptcy of a Party.
- (c) **Effect of Termination.** Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement. Company shall Consultant for services rendered through the date of termination.

### **3. Consultancy Fee and Expenses**

- (a) **Consultancy Fee.** In consideration of the Services to be rendered hereunder, the Company shall pay Consultant a rate of \_\_\_\_\_ (\$\_\_\_\_\_) per hour, not to exceed 20 hours per week without prior approval. Consultant time shall include reasonable travel.
- (b) **Payment.** The Consultant shall submit to the Company a monthly invoice summarizing the Services performed during the preceding month and the amount due (including all reimbursable expenses). All such invoices shall be due and payable within Thirty (30) calendar days after receipt thereof by the Company.

### **4. Work Product and License**

- (a) **Defined.** In this Agreement the term "Work Product" shall mean all work product generated by Consultant solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.
- (b) **Ownership.** Consultant agrees to assign and does hereby assign to Company all right, title and interest in and to the Work Product. All Work Product shall be the sole and exclusive property of the Company and Consultant will not have any rights of any kind whatsoever in such Work Product. Consultant agrees, at the request and cost of Company, to promptly sign, execute, make and do all such deeds, documents, acts and things as Company may reasonably require or desire to perfect Company's entire right, title, and interest in and to any Work Product. Consultant will not make any use of any of the Work Product in any manner whatsoever without the Company's prior written consent. All Work Product shall be promptly communicated to Company.
- (c) **License.** In the event that Consultant integrates any work that was previously created by the Consultant into any Work Product, the Consultant shall grant to, and Company is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to exploit the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other intellectual property rights, in connection with the Work Product in any manner that Company deems appropriate. Consultant warrants that it shall not knowingly incorporate into any Work Product any material that would infringe any intellectual property rights of any third party.

## **5. Confidential Information**

(a) **Defined.** In this Agreement the term “Confidential Information” shall mean the Work Product and any and all information relating to the Company’s business, including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by Company either directly or indirectly in writing, orally or visually, to Consultant. Confidential Information does not include information which:

- (i) is in or comes into the public domain without breach of this Agreement by the Consultant,
- (ii) was in the possession of the Consultant prior to receipt from the Company and was not acquired by the Consultant from the Company under an obligation of confidentiality or non-use,
- (iii) is acquired by the Consultant from a third party not under an obligation of confidentiality or non-use to the Company, or
- (iv) is independently developed by the Consultant without use of any Confidential Information of the Company.

(b) **Obligations of Non-Disclosure and Non-Use.** Unless otherwise agreed to in advance and in writing by the Company, Consultant will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party. Consultant may disclose the Confidential Information only to those of its employees who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee, such employee shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. In any event, Consultant shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees. Consultant shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

(c) **Return of Confidential Information.** Upon the termination or expiration of this Agreement for any reason, or upon Company’s earlier request, Consultant will deliver to Company all of Company’s property or Confidential Information in tangible form that Consultant may have in its possession or control. The Consultant may retain one copy of the Confidential Information in its legal files.

## **6. Interference with Business**

(a) **Non-Competition.** During the term of this Agreement, Consultant will engage in no business or other activities which are, directly or indirectly, competitive with the business activities of the Company without obtaining the prior written consent of the Company.

(b) **Non-Solicitation.** Consultant agrees that for a period of one (1) year after termination of this Agreement, Consultant shall not:

- (i) divert or attempt to divert from the Company any business of any kind in which it is engaged, including, without limitation, the solicitation of or interference with any of its suppliers or customers, or
- (ii) employ, solicit for employment, or recommend for employment any person employed by the Company, during the Consultancy Period and for a period of one (1) year thereafter.



## **7. Insurance & Indemnity**

(a) Insurance. Consultant shall maintain at its sole expense workers compensations insurance and liability insurance covering the performance of the Services by Consultant. Such insurance coverage shall have limits and terms reasonably satisfactory to Company, and Company may require Consultant to provide to Company a certificate of insurance evidencing such coverage. Consultant shall add company as additional insured and include a waiver of subrogation in favor of Company. Consultants insurance shall be regarded as primary and non-contributory with respect to such insurance.

(b) Company Indemnification. Consultant shall indemnify, defend, and hold harmless the Company, its affiliates (other than Consultant), and the agents, officers, directors, employees, subcontractors and representatives of each of the foregoing (each, a “Company Indemnified Party”) from and against any and all suits, actions, damages, claims, costs, losses or liability of whatsoever kind or character, including attorneys’ fees and expenses, arising from claims for accidents, injuries, or damage of any kind which are caused, or claimed to be caused, in whole or in part by the gross negligence or wilful misconduct of, or breach of this Agreement by, Consultant, its agents, employees, vendors or subcontractors.

(c) Consultant Indemnification. The Company shall indemnify, defend, and hold harmless Consultant, its affiliates (other than the Company), and the respective agents, officers, directors, employees, subcontractors and representatives of each of the foregoing (each, a “Consultant Indemnified Party”) from and against any and all suits, actions, damages, claims, costs, losses or liability of whatsoever kind or character, including attorneys’ fees and expenses, arising from claims for accidents, injuries, or damage of any kind which are caused, or claimed to be caused, in whole or in part by the gross negligence, or wilful misconduct of, or breach of this Agreement by, the Company, its agents, employees, vendors or subcontractors.

## **8. Independent Contractor**

The Consultant agrees that all Services will be rendered by it as an independent contractor, within the meaning of the Internal Revenue Code of 1986, as amended, and the regulations thereunder, and not as a director, stockholder, officer, employee, member or partner of the Company, and that this Agreement does not create an employer-employee relationship between the Consultant and the Company. The Consultant shall have no right to receive any employee benefits or other forms of compensation provided by the Company to its employees. Consultant agrees that, as an independent contractor, the Consultant shall be responsible for complying with all applicable laws, rules and regulations concerning tax withholding, social security contributions, unemployment contributions and similar matters, and that it shall pay all taxes due in respect of payments made pursuant to this Agreement, including, without limitation, the Consultancy Fee. The Consultant further agrees to indemnify the Company in respect of any obligation that may be imposed on the Company with respect to any such taxes or resulting from Consultant’s being determined not to be an independent contractor. This Agreement does not authorize the Consultant to act for the Company as its agent or to make commitments or enter into agreements on behalf of the Company, or to to assume or create any obligation or liability of any kind whatsoever, express or implied, in the name or on behalf of the Company.

## **9. Force Majeure**

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labour disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the Party so excused

shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume. In the event the interruption of the excused Party's obligations continues for a period in excess of Thirty (30) calendar days, either Party shall have the right to terminate this Agreement upon Ten (10) calendar days' prior written notice to the other Party.

#### **10. Non-Publicity**

Each of Company and Consultant agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other Party except: (i) to its advisors, attorneys or auditors who have a need to know such information, (ii) as required by law or court order, (iii) as required in connection with the reorganization of a Party, or its merger into any other corporation, or the sale by a Party of all or substantially all of its properties or assets, or (iv) as may be required in connection with the enforcement of this Agreement.

#### **11. Assignment**

The Services to be performed by Consultant hereunder are personal in nature, and Company has engaged Consultant as a result of Consultant's expertise relating to such Services. Consultant, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the Company's prior written consent. Nothing in this Agreement shall prevent the assignment by the Company of this Agreement or any right, duty or obligation hereunder to any third party.

#### **12. Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska, without giving effect to any choice of law or conflict of law provisions. The Parties consent to the "exclusive" jurisdiction and venue in the courts of Alaska, in the city of Anchorage.

#### **13. Compliance with Federal Laws and Regulations**

Contractor is subject too the applicable provisions in the *Department of Commerce Financial Assistance Standard Terms and Conditions* document, the *U.S. Department of Commerce National Institute of Standards and Technology General Terms and Conditions*, *Code of Federal Regulations Title 2 – Grants and Agreements*, *Code of Federal Regulations Title 48 – Federal Acquisition Regulations System Subchapter E – General Contracting Requirements*, the Federal Awarding Agency's *Specific Award Conditions*, and the provisions in Exhibit B.

#### **13. General**

(a) Agreement. This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

(b) No Waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision

of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

(c) Validity. Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

**14. Survival of Provisions**

The following provision of this Agreement shall survive the termination of this Agreement: Articles 2 (c), 3, 4, 5, 6 (b), 7, 8, 10 and 14 and all other provisions of this Agreement that by their nature extend beyond the termination of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

**Quintillion Subsea Operations, LLC**

By: \_\_\_\_\_  
Name:  
Title: \_\_\_\_\_

{Company Name}

By: \_\_\_\_\_  
Name:  
Title: