

IFB #2026-001

Invitation for Bids Underground Fiber Optic Infrastructure

Patillas to Cidra, Puerto Rico

Issued by: *vpnet*, Carr. 172 Km 12.5, Bo. Bayamón Cidra, Puerto Rico 00739

www.vpnet.net

Email: propuestas@vpnet.net

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EXHIBIT LIST

Exhibits for this IFB are available at www.vpnet.net and incorporated herein by reference

Exhibit Description

Exhibit	Description
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ATTACHMENTS LIST

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SECTION 1

1.1 Executive Summary Overview

vpnet, a company in technological infrastructure solutions, secure networks, and fiber optic management, is seeking bids from interested, highly qualified bidders to provide construction services for an underground fiber optic infrastructure project. This project is funded through a strategic grant from the United States Department of Agriculture (USDA) under the ReConnect Program, administered by the Rural Utilities Service (RUS), and is subject to all applicable requirements set forth in the ReConnect Program Construction Procedures, Version 2.0 (February 2020), and the relevant Federal Opportunity Announcement (FOA).

This procurement is conducted pursuant to the Sealed Competitive Bidding method as required under the ReConnect Program Construction Procedures, and in accordance with 2 CFR §200.320. The contract will be awarded to the lowest responsive and responsible Bidder whose Total Bid Price is within the approved project budget and who meets all minimum qualifications set forth herein.

This project is additionally subject to the Build America, Buy America Act (BABA), as enacted under the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, Sections 70901 through 70953, and implemented through 2 CFR Part 184. All iron, steel, manufactured products, and construction materials

incorporated into the project infrastructure must be produced in the United States, as further described in Section 6.4.7A of this IFB.

The project consists of the design and underground installation of a high-capacity fiber optic system beginning in the municipality of Patillas (coordinates: 18.005337032568484, -66.01545310094531) and ending in Cidra (coordinates: 18.177560704400708, -66.14741768373788). This initiative seeks to bridge the digital divide that has long affected marginalized communities in Puerto Rico's east-central region, by delivering a modern, resilient, and secure telecommunications network that guarantees quality broadband connectivity.

1.2 Invitation to Submit Bids

vpnet is issuing this Invitation for Bids ("IFB") to obtain sealed bids ("Bids") from highly qualified bidders (each, a "Bidder") that have the technical, operational, and financial capacity to construct underground fiber optic infrastructure, strictly in accordance with the technical plans provided by vpnet as part of the contractual documents.

The IFB #2026-001 process will follow vpnet internal procurement regulations, included as Exhibit C-3, and shall comply in all material respects with the USDA ReConnect Program Construction Procedures, Exhibit C-2. Award will be made to the lowest responsive and responsible Bidder in accordance with the Sealed Competitive Bidding requirements of the ReConnect Program Construction Procedures.

1.2.1 Invitation for Bids Identification Number: IFB #2026-001.

1.2.2 Invitation for Bids Issue Date: Friday, August 14, 2026.

1.2.3 Scope of Invitation for Bid. The Scope of Services covers all construction services required to install, including any required coordination, the underground fiber optic system along the approved route from Patillas to Cidra, Puerto Rico, strictly in accordance with the engineering plans provided. These include, but are not limited to: controlled excavation, conduit installation, splicing chambers, hand holes, fiber cable pulling, testing, and final documentation. vpnet shall be responsible for obtaining or causing to be obtained all easements, rights-of-way, and RUS environmental approvals required for the approved route prior to the issuance of a Notice to Proceed. The Contractor shall support permit applications, traffic control plans, field coordination, utility locates, and construction sequencing as required by the Contract Documents.

Estimated underground route length of 27 route miles. Bidders shall review all plans and project documentation and shall verify quantities as necessary for preparation of their bids.

All work must conform to the approved Network Design and shall be covered by an Environmental Report prepared in accordance with 7 CFR Part 1970 and approved by RUS. No construction and/or installation activities shall commence until all necessary local, state, and federal requirements have been satisfied. Only new materials and equipment may be financed with award funds, unless otherwise approved in writing by RUS.

All materials and equipment financed with award funds must comply with: (a) the RUS Buy American requirements set forth in 7 CFR Part 1787; and (b) the Build America, Buy America Act (BABA) requirements under the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, and 2 CFR Part 184, which require that all iron, steel, manufactured products, and construction materials used in the project be produced in the United States. These two requirements operate in parallel and both must be satisfied. See Section 6.4.7A for the full BABA clause.

1.2.4 Bid Submission Deadline Date. Sealed Bids must be submitted no later than **November 30, 2026 at 5:00 p.m. (EST)** at the offices of vpnet, located at Carr. 172 Km 12.5, Bo. Bayamón, Cidra, Puerto Rico 00739.

Bids will be publicly opened at the offices of vpnet on December 7, 2026 at 10:00 a.m. (EST). All Bidders and interested parties are invited to attend the public bid opening. The name of each Bidder and its Total Bid Price will be read aloud at the time of opening and recorded in the official procurement file.

Bids submitted after the deadline will be deemed non-responsive and will be returned unopened.

A summary schedule of major activities associated with this IFB is presented in the table below. Please note that the IFB timeline includes target dates and may change, subject to the sole discretion of VPNet, through the issuance of an Addendum. Proposers are responsible for monitoring the VPNet website (www.vpnet.net) for updates to the IFB timeline and other important information.

Event (Update)	Time and Date (Update)
Publication of IFB	Friday, August 14, 2026
Submission of Registration Form	On or before September 18, 2026, by 5:00 p.m. (EST)
Pre-Bid Meeting & Site Visit	September 22, 2026, at 10:00 a.m. (EST)
Submission of Questions and Requests for Clarifications	Tuesday, November 10, 2026
Responses to Questions and Requests for Clarifications	Monday, November 16, 2026
Sealed Bid Submission Deadline	On or before November 30, 2026, by 5:00 p.m. (EST)
Public Bid Opening	December 7, 2026, at 10:00 a.m. (EST)
Responsiveness and Responsibility Review	December 8-9, 2026, at 10:00 a.m. (EST)
Notice of Award (Expected)	December 17, 2026, at 10:00 a.m. (EST)
Executed Contract (Expected)	December 29, 2026, at 10:00 a.m. (EST)

1.2.5 Special Instructions – Access to IFB Documents. Documents will be available at www.vpnet.net from August 14, 2026 through November 30, 2026 at 5:00 p.m. (EST). There will be no cost to download the documents.

1.2.6 Bidder Registration Form. Interested bidders must submit the Bidder Registration Form attached here to as Attachment 1 to vpnet by e-mail at propuestas@vpnet.net no later than September 18, 2026 at 5:00 p.m. (EST). No Bidder Registration Form will be accepted after this date and time.

1.2.7 Mandatory Pre-Proposal Meeting and Site Visit. The mandatory pre-proposal meeting and site visit will be held on September 22, 2026 at 10:00 a.m. (EST), at the regional offices of vpnet located at Carr. 172 Km 12.5, Bo. Bayamón, Cidra, Puerto Rico. The location may be accessed via the following coordinates: 18.177560704400708, -66.14741768373788. The building entrance is located at the rear of the facility.

1.2.8 Bid Guarantee Requirement. In accordance with the Sealed Competitive Bidding requirements applicable to this procurement and 7 CFR Part 1788, Subpart C, each Bid submitted in response to this IFB must be accompanied by a bid guarantee in the form of a bid bond or certified check in the amount of five percent (5%) of the Total Bid Price, executed by a surety company licensed to do business in the Commonwealth of Puerto Rico and rated no less than A- VII by A.M. Best Company. The bid guarantee shall be conditioned upon the Bidder's execution of the contract and furnishing of the required contractor's bond upon award. Bids submitted without the required bid guarantee will be deemed non-responsive and rejected without further evaluation.

Note: vpnet has determined that the sealed competitive bidding structure applicable to this procurement, and the performance bond requirement for construction exceeding $250,000 under 7 CFR Part 1788, Subpart C, necessitates the inclusion of a bid guarantee as described herein. If RUS authorizes the waiver of this requirement in writing prior to bid opening, such authorization will be documented in the procurement file and an addendum will be issued accordingly.

1.2.9 Reservation of Rights. *vpnet* reserves the right, in its sole and absolute discretion, to cancel or suspend this IFB process or any or all phases, at any time for any reason. *vpnet* reserves the right, in its sole and absolute discretion, to change or amend the business opportunities described in this IFB.

1.3 Project Description

As further described in Section 3, this IFB seeks a Respondent that can implement a feasible, technically sound, and compliant approach to the underground installation of a fiber optic system from Patillas to Cidra, Puerto Rico, in accordance with engineering plans provided by *vpnet* and all applicable USDA ReConnect Program requirements.

1.4 Bidder Registration Form

Interested bidders must submit the Bidder Registration Form attached hereto as Attachment 1 to *vpnet* by e-mail at propuestas@vpnet.net no later than September 18, 2026, at 5:00 p.m. (EST).

1.5 Mandatory Pre-Proposal Meeting and Site Visit

Will be held on September 22, 2026, at 10:00 a.m. (EST) at the *vpnet* regional offices located at Carr. 172 Km 12.5, Bo. Bayamón, Cidra, Puerto Rico. During such visits, *vpnet*. will provide an overview of this IFB.

1.6 Additional Information and Questions

Each prospective Proposer may submit questions to seek clarity on this IFB, its Attachments, and its Exhibits. Proposers shall submit all questions in writing on or before November 10, 2026 to propuestas@vpnet.net. Inquiries shall be submitted using the document titled Pre-Proposal Conference Attendance Form included as Attachment 2. Questions shall be clearly labeled and shall cite the Section(s) and page number in this IFB that form the basis of the question. Questions may be submitted in English or Spanish. All exhibits, additional information, addenda, and any questions and answers received on this IFB will be posted on VPNet's website at www.vpnet.net. No telephone inquiries will be accepted.

Each question must be identified by a sequential number, as well as the section and page number of the IFB to which it refers and must be phrased as a direct question. Responses that modify, clarify, or supplement the terms of the IFB will be issued via a formal Addendum published at www.vpnet.net. All Addenda form an integral part of the IFB. Responses will be published in the same language in which the question was submitted, or in a bilingual format at vpnet's discretion. Questions will be answered without identifying the proposer who submitted them. Proposers must not include identifying information in the body of their questions. vpnet will publish responses to all questions received no later than November 16, 2026.

Written questions shall also be submitted using Attachment 2 — Pre-Proposal Conference Attendance Form, which includes a designated section for written inquiries

SECTION 2

2.1 Background of *vpnet*

vpnet, is a Puerto Rico-based company specializing in technological infrastructure solutions, secure network design, and fiber optic management. With extensive experience in telecommunications infrastructure throughout the island, *vpnet* has been selected as the Awardee under the USDA ReConnect Program to design, construct, and operate a high-capacity underground fiber optic network connecting the municipalities of Patillas and Cidra in Puerto Rico's east-central region.

vpnet is the Awardee as defined under the ReConnect Program, meaning it is the organization that has received an Award made by the Rural Utilities Service (RUS) under the applicable Federal Opportunity Announcement (FOA). As Awardee, *vpnet* is responsible for ensuring that all construction, procurement, and professional services financed with ReConnect Program award funds comply fully with the ReConnect Program Construction Procedures, Version 2.0 (February 2020), and all applicable federal regulations, including but not limited to 7 CFR Part 1787 (Buy American), 7 CFR Part 1788 (Bonds and Insurance), 7 CFR Part 1970 (Environmental), and 2 CFR Part 200 (Uniform Administrative Requirements).

2.2 The Digital Divide in Puerto Rico's East-Central Region

The communities along the Patillas-to-Cidra corridor have historically lacked access to reliable, high-speed broadband connectivity. This digital gap has directly impacted educational attainment, economic development, healthcare access, and civic participation for thousands of residents in rural and underserved areas of Puerto Rico's east-central region.

The USDA ReConnect Program was established precisely to address this type of infrastructure deficit in rural communities. Broadband Service, as defined under the applicable ReConnect FOA, means a minimum transmission rate sufficient to support modern educational, commercial, and critical services applications. This project will deliver that level of service to communities that have been underserved for decades.

2.3 The USDA ReConnect Award

The United States Department of Agriculture (USDA), through a strategic grant administered by the Rural Utilities Service (RUS), has designated funds for the construction of an underground fiber optic infrastructure to be managed by vpnet. This project aims to address the digital divide that has for decades affected marginalized communities of Puerto Rico, through the installation of a modern, robust, and secure network that guarantees quality connectivity.

As the Awardee, vpnet has executed the applicable Award Documents with RUS, including the award contract and all required security documents. All work financed with ReConnect Program award funds is subject to RUS approval and oversight as set forth in the Award Documents and the ReConnect Program Construction Procedures.

2.4 Surrounding Communities and Project Impact

The project corridor traverses communities within and between the municipalities of Patillas, Cayey and Cidra. It is important to vpnet that these communities are involved in and benefit from the construction and long-term operation of this network.

The social impact of this project will be significant. Students in rural areas will gain access to educational platforms and digital resources. Local businesses will be able to integrate into e-commerce and optimize their operations. Residents will benefit from telemedicine services, reducing the need for long trips to urban centers for medical attention. Reliable connectivity will also allow municipal governments and public safety agencies to operate with greater efficiency.

This fiber optic project represents not only an investment in technological infrastructure but also a tool for social equity. Delivering reliable internet to marginalized communities breaks the cycle of economic, educational, and health isolation they have faced for decades, thereby promoting a more just, resilient, and sustainable development for all of Puerto Rico.

2.5 Environmental Compliance

This project has received environmental clearance through a Categorical Exclusion determination issued by the Puerto Rico Department of Natural and Environmental Resources (DRNA), pursuant to DRNA Administrative Order OA-2021-02. The Environmental Compliance Certification through Categorical

Exclusion was issued on May 30, 2025, under Case No. 2025-623222-DEC-314017, for the VPNet – USDA/RUS 1701-A73 Patillas FTTH Project. The proposed action was reviewed and determined to be eligible under Categorical Exclusion No. 19, subject to compliance with all general conditions and applicable requirements established in said certification.

No environmental restriction that would prevent the execution of the proposed project has been identified under the current scope and approved corridor. All construction activities shall be performed in strict conformance with the conditions established in the categorical exclusion certification, including but not limited to noise controls, emissions management, waste disposal, protection of natural resources, and compliance with applicable permits from agencies with jurisdiction over the project corridor.

The full Environmental Compliance Certification is incorporated herein by reference as Exhibit B. Proposers are encouraged to review Exhibit B-2 prior to submission of their Proposal to ensure full understanding of the environmental conditions applicable to this project.

SECTION 3

3.1 Description of Project

This project is funded under the USDA ReConnect Program, administered by the Rural Utilities Service (RUS), and is subject to all applicable requirements set forth in the ReConnect Program Construction Procedures, Version 2.0 (February 2020). The project consists of the design and underground installation of a high-capacity fiber optic system beginning in the municipality of Patillas and ending in Cidra, Puerto Rico.

The Project consists of the construction of approximately 27 route miles of underground fiber optic infrastructure with 219 underground handholes and 56 poles.

between Patillas and Cidra, including conduit installation, handholes, fiber optic cable installation, splicing, testing, restoration, and all related work necessary for a complete and operational system.

The project contemplates the construction of high-density polyethylene (HDPE) conduits, splicing chambers, and access handholes at strategic intervals, in accordance with the engineering plans provided. This underground modality will protect the network against atmospheric phenomena, reduce service interruptions, and guarantee a longer useful life compared to traditional installations, while also complying with applicable international standards (TIA/EIA, IEEE).

The civil and electrical engineering behind the project includes controlled excavation along roadways and rights-of-way, coordination with infrastructure agencies (AAA, LUMA Energy, Puerto Rico Department of Transportation and Public Works — DTOP, and municipalities), installation of conduits, inspection chambers, and the pulling of fiber cables capable of supporting high-speed, low-latency data transmission. This network will serve as the telecommunications backbone for the region, enabling broadband internet services, IP telephony, and critical applications such as telemedicine and online education.

All work must conform to the approved Network Design and shall be covered by an Environmental Report prepared in accordance with 7 CFR Part 1970 and approved by RUS. No construction and/or installation activities shall commence until all necessary local, state, and federal requirements have been satisfied. Materials and/or equipment purchased or construction performed prior to an award offer accepted by the Awardee will not be eligible for financing. Only new materials and equipment may be financed with award funds, unless otherwise approved in writing by RUS.

3.2 The Project Property and Route

The underground fiber optic route originates at the municipality of Patillas at coordinates 18.005337032568484, -66.01545310094531, and terminates at Cidra at coordinates 18.177560704400708, -66.14741768373788. The project corridor traverses rural and semi-urban zones across Puerto Rico's east-central region.

Refer to Exhibits B-1 and B-2 for detailed project route and property information. It is important to note that portions of the project corridor may fall within Special Flood Hazard Areas as designated by FEMA; therefore, applicable sections of the project must comply with the Special Flood Hazard Areas Regulation (Reglamento Núm. 13), attached hereto as Exhibit H-1.

The installation route includes:

Rights-of-way along state and municipal roads

Controlled crossings under highways and road intersections

Rural easements and agricultural zones

Coordination with existing underground utilities

Proposers will be responsible for undertaking an independent analysis of the physical route corridor conditions, including site access, subsurface conflicts, and health and safety issues, and should not rely solely on any reports or information provided by vpnet. vpnet, as the Awardee, retains exclusive responsibility for RUS-approved environmental clearances, route approvals, and the legal right to construct along the approved corridor. No easement or right-of-way legal obligation shall be imposed on the Contractor under this IFB.

3.3 vpnet Goals for the Project

vpnet expectations for the project are to:

- Deliver a high-quality, resilient underground fiber optic network that meets or exceeds the Broadband Service definition under the applicable USDA ReConnect FOA
- Comply fully with all USDA ReConnect Program Construction Procedures and applicable federal regulations
- Address the long-standing digital divide affecting underserved communities in Puerto Rico's east-central region

- Create a project that promotes economic development, educational access, and healthcare connectivity for communities along the project corridor
- Integrate surrounding communities into the project development process
- Establish a telecommunications backbone that serves as a lasting infrastructure asset for Puerto Rico

3.4 Scope of the Project

The Scope of Work (SOW) is detailed in Exhibits A-1 and A-2. At minimum, the selected contractor shall be responsible for the following:

3.4.1 Outside Plant Construction. The primary scope consists of outside plant construction as defined under the ReConnect Program Construction Procedures. Outside Plant means the part of the broadband network that is physically located outside of buildings, including cable, conduits, hand holes, and other supporting structures and associated equipment items. Engineering plans provided as Exhibit A-1, including project route development and technical design zones.

The Awardee shall use RUS Form 515, Telecommunications System Construction Contract, or a Non-RUS Contract approved by RUS, to finance outside plant construction. RUS Form 515 is available through the USDA Rural Development Forms Repository at www.rd.usda.gov. Proposers are encouraged to review this form prior to Proposal submission. All work estimated to cost over $1 million, including all labor and materials, shall follow the Sealed Competitive Bidding method as set forth in the ReConnect Program Construction Procedures. For projects estimated at $1 million or less, the Negotiated Procurement method may be used subject to the conditions described in the Construction Procedures.

All cost items submitted by the Selected Respondent in Attachment 4 shall be reconciled with the standard RUS Assembly Units (AU) and Material Items (MI) defined under the applicable RUS Bulletins prior to execution of RUS Form 515. The Selected Respondent shall cooperate fully with vpnet and the RUS General Field Representative (GFR) in completing this reconciliation as a condition precedent to contract execution. No disbursement of award funds shall be made until the RUS Form 515 Schedule of Assembly Units is approved by RUS.

The outside plant construction scope includes, but is not limited to:

- Controlled directional drilling and open-cut excavation along the approved route
- Installation of HDPE conduit systems at a minimum depth of three (3) feet in rural low-traffic areas, and as required by applicable regulations in road crossings
- Installation of 219 underground hand holes and 56 pole transition structures at locations designated in the engineering plans.
- Installation of splicing chambers and junction boxes
- Pulling and splicing of high-capacity fiber optic cable
- Backfill, compaction, and surface restoration
- Route signage and marking in accordance with applicable standards

- Field coordination with DTOP, municipalities, LUMA Energy, AAA, and all relevant agencies for permit submittals, utility locates, and construction sequencing vpnet retains legal responsibility for all easements, rights-of-way, and RUS route approvals
- Acceptance testing and documentation of all installed facilities

3.4.2 Network and Access Equipment Installation When purchasing Network and Access Equipment estimated to cost more than $100,000, including installation, the Awardee shall use RUS Form 395, Equipment Contract, or a Non-RUS Contract approved by RUS. Equipment purchases of $100,000 or less may be purchased under a purchase order and reimbursed through the Reimbursement Method as described under Small-Scale Construction procedures.

3.4.3 All work under this contract shall be performed using the primary RUS Form 515 contract or authorized change orders. The Selected Respondent's Price Proposal includes a contingency allowance (not to exceed 10% of the construction subtotal) for unforeseen field conditions. Any change orders exceeding the contingency shall require prior written approval from vpnet and, if applicable, RUS.

No work shall commence unless specifically authorized in writing by vpnet.

3.4.4 Environmental and Permitting Compliance All construction activities shall comply with:

- 7 CFR Part 1970 — National Environmental Policy Act (NEPA) compliance
- Pub. L. 90-480 (42 U.S.C. 4151) — Access for the Physically Handicapped, where applicable
- Pub. L. 91-596 (29 U.S.C. 651) — Occupational Safety and Health Act of 1970
- 7 CFR Part 1792, Subpart C — Seismic Design Criteria, where applicable
- Special Flood Hazard Areas Regulation (Reglamento Núm. 13), for affected corridor segments
- All applicable Puerto Rico Department of Transportation (DTOP) road crossing permits
- All applicable municipal excavation and right-of-way permits

3.5 Role of *vpnet*.

3.5.1 *vpnet* is the Awardee under the USDA ReConnect Program and bears full responsibility for ensuring compliance with all Award Documents, ReConnect Program Construction Procedures, and applicable federal regulations throughout the life of the project.

3.5.2 *vpnet* will maintain accounting and plant records sufficient to document the cost and location of all construction and to support ReConnect Program advances and disbursements, as required under the Award Documents and the ReConnect Program Construction Procedures.

3.5.3 *vpnet* will coordinate with RUS and the RUS General Field Representative (GFR) throughout the project, including for final inspections, contract closeout certifications, and Financial Requirement Statement (FRS) submissions on RUS Form 481.

3.5.4 *vpnet* will establish and maintain a Pledged Deposit Account in a bank or depository whose deposits are insured by the FDIC or other federal agency acceptable to RUS, into which all RUS award funds and required matching funds will be deposited. Disbursements from the Pledged Deposit Account

shall be made solely for approved award purposes, in accordance with the ReConnect Program Construction Procedures.

3.5.5 *vpnet* will serve as the primary liaison between the selected contractor and all relevant government agencies, including RUS, DTOP, municipalities, LUMA Energy, AAA, and any other entity requiring coordination for the successful execution of the project.

3.5.6 *vpnet* will review and approve all contractor submittals, change orders, and requests for information, and will provide written authorization for any contract amendments prior to execution, in accordance with the requirements of the ReConnect Program Construction Procedures.

3.6 Role of the Selected Respondent

The Scope of Services covers all construction services required to install the underground fiber optic system along the approved route, including any required coordination, all necessary work per the engineering plans and specifications provided, and all documentation necessary for the completion and closeout of the project under the USDA ReConnect Program requirements.

All services shall be performed in accordance with all local and federal government laws, regulations, and executive orders applicable to this funding program, including professional licensing requirements set forth in local law, including without limitation Act 173 of August 12, 1988, as amended, which sets forth the requirements for the practice of engineering and architecture in Puerto Rico.

The Selected Respondent shall be directly responsible for ensuring the accuracy, timeliness, and completion of all services and related deliverables, implementing best practices, and understanding that the project is funded under the USDA ReConnect Program and subject to all applicable RUS requirements and oversight.

The scope of services shall be divided into the following phases of performance:

- Phase 1: Pre-Construction and Mobilization
- Phase 2: Outside Plant Construction
- Phase 3: Testing, Acceptance, and Closeout
- 3.6.1 Phase 1: Pre-Construction and Mobilization

During this phase, the Selected Respondent shall work with *vpnet* staff and consultants, including but not limited to coverage of the following tasks and duties:

3.6.1.1 Review and analyze all available documentation, including the engineering plans and technical specifications provided by *vpnet* as part of the contractual documents (See Exhibit A-1 and Exhibit A-2).

3.6.1.2 Perform site visits and detailed field inspections of the entire project corridor to confirm route conditions, identify any field conflicts with existing utilities or infrastructure, and verify compliance with the approved Network Design.

3.6.1.3 Permit Support and Field Coordination. vpnet shall be responsible for obtaining or causing to be obtained all easements, rights-of-way, and RUS environmental approvals required for the approved route

prior to the issuance of the Notice to Proceed. The Selected Respondent shall support vpnet in permit applications and shall perform field coordination as required by the Contract Documents, including but not limited to:

- Puerto Rico Department of Transportation and Public Works (DTOP) Road crossing permit submittals and field compliance
- Applicable municipalities — Excavation permit submittals and job-site coordination
- LUMA Energy — Field coordination for crossings near electrical infrastructure
- Puerto Rico Aqueduct and Sewer Authority (AAA) Field coordination for crossings near water and sewer lines
- Any other applicable federal, state, or local agency requiring field coordination

The Selected Respondent shall prepare and submit all required traffic control plans, utility locate requests, and pre-construction notifications to the agencies listed above. All permit applications requiring vpnet's signature as Awardee shall be submitted to vpnet for execution prior to forwarding to the applicable agency. The Selected Respondent shall not commence construction in any segment until vpnet confirms in writing that all required permits and access authorizations for that segment are in place.3.6.1.4 Prepare and submit a detailed Construction Schedule for *vpnet* review and approval, including all milestones, permit procurement timelines, mobilization dates, construction sequences, and projected completion dates.

3.6.1.4 Construction Schedule:

3.6.1.5 Prepare and submit a Construction Quality Control Plan for *vpnet* review and approval, identifying quality control procedures, inspection protocols, testing methods, and documentation requirements for all phases of construction.

3.6.1.6 Prepare and submit a Health and Safety Plan in compliance with all applicable OSHA requirements (29 U.S.C. 651, 29 CFR Chapter XVII) and Puerto Rico occupational safety regulations, covering all construction activities along the project corridor.

3.6.1.7 Confirm that all subcontractors proposed for any portion of the work meet all federal, state, and local licensing requirements, bonding requirements, and insurance coverage requirements as specified in 7 CFR Part 1788 and this IFB. All subcontracts shall be executed using RUS Form 282, Subcontract, in accordance with the provisions of the applicable RUS construction contract. The primary contractor shall bear full responsibility for the acts and omissions of any subcontractor.

3.6.2 Phase 2: Outside Plant Construction

During this phase, the Selected Respondent shall perform all outside plant construction activities in strict conformance with the approved engineering plans and specifications, the approved Network Design, and the ReConnect Program Construction Procedures. The following tasks and duties shall be covered, including but not limited to:

3.6.2.1 Execute all excavation activities in strict accordance with approved permit conditions, applicable road crossing requirements, and the engineering plans provided. Excavation shall comply with minimum depth requirements, including a minimum depth of three (3) feet in rural, low-traffic areas, and as required by applicable regulations and permits in road crossings and urban zones.

3.6.2.2 Install HDPE conduit systems along the entire approved route, including all bends, couplings, end caps, and associated hardware, in strict accordance with the engineering plans and specifications.

3.6.2.3 Install 219 hand holes and 56 poles at strategic intervals along the route as designated in the engineering plans, ensuring proper placement, leveling, cover installation, and marking.

3.6.2.4 Install all splicing chambers and junction boxes at locations designated in the engineering plans, ensuring structural integrity, weatherproofing, and accessibility for future maintenance.

3.6.2.5 Pull and splice all fiber optic cable in accordance with the engineering plans and specifications, complying with applicable TIA/EIA and IEEE standards for fiber optic installation, splice loss, and performance.

3.6.2.6 Perform all required backfill, compaction, and surface restoration activities in strict compliance with permit conditions and applicable DTOP and municipal standards, restoring all affected road surfaces, shoulders, and easements to their pre-construction condition or better.

3.6.2.7 Install all required route markers, warning signs, and identification tags in accordance with applicable standards and permit requirements.

3.6.2.8 Maintain daily timesheets and material reports referenced by work project number to record all labor and materials used, as required under the Work Order provisions of the ReConnect Program Construction Procedures. A cost accounting system must be in place to meet the requirements of 7 CFR Part 200, as applicable.

3.6.2.9 Coordinate all construction activities with *vpnet*, RUS, DTOP, municipalities, LUMA Energy, AAA, and any other relevant agency or utility owner throughout the construction phase, providing advance notice of all construction activities and addressing any field conflicts promptly and in writing.

3.6.2.10 Comply with all Buy American requirements as set forth in 7 CFR Part 1787. All materials and equipment financed with award funds must be Domestic Products as defined in the ReConnect Program Construction Procedures. The contractor shall provide RUS Form 213, Certificate (Buy American), upon contract closeout.

3.6.2.11 Maintain all required insurance coverage throughout the duration of the work, as specified in 7 CFR Part 1788, Subpart C, and Attachment 5 of this IFB. A performance bond is required for construction exceeding $250,000, as indicated in 7 CFR Part 1788, Subpart C.

3.6.3 Phase 3: Testing, Acceptance, and Closeout

Upon completion of all outside plant construction activities, the Selected Respondent shall perform all acceptance testing and complete all closeout documentation required under the ReConnect Program Construction Procedures. The following tasks and duties shall be covered, including but not limited to:

3.6.3.1 Perform all required acceptance tests on the installed fiber optic cable and conduit system, including OTDR testing, insertion loss measurements, and any other tests required by the engineering specifications, documenting all results in writing.

3.6.3.2 Arrange and participate in a final inspection of the completed construction to be conducted by *vpnet* engineer, the contractor, the RUS General Field Representative (GFR), and a representative of *vpnet*, in accordance with the Step-by-Step Procedure for Closeout of RUS Form 515 as set forth in the ReConnect Program Construction Procedures.

3.6.3.3 Prepare and submit all final as-built drawings reflecting the actual installed configuration of the fiber optic system, including all deviations from the original engineering plans, in both AutoCAD DWG native format and PDF format.

3.6.3.4 Complete and submit all documents required for the closeout of RUS Form 515, Telecommunications System Construction Contract, including but not limited to:

- RUS Form 724 — Final Inventory, Certificate of Completion
- RUS Form 724a — Final Inventory, Assembly Units
- RUS Form 724b — Final Inventory, Material Items
- RUS Form 213 — Certificate (Buy American)
- Change Order Log with final reconciliation of contingency expenditures against the 10% allowance approved in the Price Proposal, including itemized breakdown by work classification and material category
- For each executed change order: RUS Form 771a (Cost Estimate for Equipment and Materials) initialed by the RUS General Field Representative (GFR), complete field documentation (photographs, daily timesheets, material delivery receipts), and BABA compliance certifications for all incorporated materials
- Executed Release of Liens from all subcontractors and material suppliers
- All required insurance certificates confirming coverage through the final acceptance date
- Any other documentation required by *vpnet* or RUS for final closeout

3.6.3.5 Correct any deficiencies identified during the final inspection within the timeframe established by *vpnet* and the RUS General Field Representative, at no additional cost to *vpnet.*

3.6.3.6 Provide a minimum one (1) year warranty on all workmanship and materials furnished under the contract, commencing from the date of final acceptance by *vpnet* and RUS. Any defects identified during the warranty period shall be remediated promptly at no cost to *vpnet.*

SECTION 4

4.1 General

Bids must be prepared and submitted strictly in accordance with the requirements set forth in this Section. Bids that do not conform to the stated requirements may be deemed non-responsive and may be rejected without further evaluation. It is each Bidder's sole responsibility to ensure that its Bid is complete, accurate, and submitted on time.

4.2 Bid Format and Submission

4.2.1 All Bids shall be submitted in English, unless otherwise noted.

4.2.2 Bids shall be submitted in a sealed envelope or sealed package, clearly marked on the outside as follows:

SEALED BID IFB #2026-001 Underground Fiber Optic Infrastructure Patillas to Cidra DO NOT OPEN BEFORE December 7, 2026 at 10:00 a.m. (EST) (Bidder Legal Name)

4.2.3 All PDF files shall be clearly named using the following convention: [CompanyName] IFB2026-001[SectionName].pdf Example: VPNetIFB2026001TechnicalProposal.pdf

4.2.4 The Subject line of the email shall read: IFB #2026-001 – Proposal Submission – [Company Name]

4.2.5 Proposals shall be organized in the following order:

All Bids shall be organized in the following order:

- Cover Letter (Attachment 3)
- Bid Price Form (Attachment 4)
- Bid Bond or Bid Guarantee (5% of Total Bid Price)
- Statement of Qualifications (Attachment 6)
- List of Comparable Projects (Attachment 7)
- Required Certifications and Attachments (Attachments 1, 5, 8–14)

4.2.6 All pages shall be numbered consecutively within each section. Pages shall use a minimum font size of 11 points, standard margins of not less than one (1) inch on all sides, and standard letter size (8.5" x 11") page format.

4.3 Cover Letter

Each Proposal shall include a Cover Letter using the format provided in Attachment 3. The Cover Letter shall:

- Identify the Proposer's legal name, address, telephone number, and email address
- Identify the Proposer's primary contact person and their contact information
- Confirm that the Proposer has read, understood, and accepts all terms and conditions of this IFB
- Be signed by an authorized representative of the Proposer with authority to bind the organization

4.4 Executive Summary

The Executive Summary shall provide a concise overview of the Proposer's qualifications, approach, and key differentiators. The Executive Summary shall not exceed five (5) pages and shall include:

- A brief description of the Proposer's organization and relevant experience
- A summary of the Proposer's technical approach to the project
- A summary of the Proposer's management approach and project team
- Any notable strengths or unique qualifications the Proposer brings to this project

4.5 Technical Proposal

The Technical Proposal shall demonstrate the Proposer's technical competence, experience, and understanding of the project requirements. The Technical Proposal shall include the following:

4.5.1 Understanding of the Project A detailed narrative demonstrating the Proposer's understanding of the project scope, objectives, technical requirements, and applicable USDA ReConnect Program requirements as described in Sections 1 through 3 of this IFB.

4.5.2 Technical Approach A detailed description of the Proposer's proposed technical approach for completing all three phases of work described in Section 3.6, including:

- Proposed construction methods and equipment for excavation, conduit installation, and fiber cable installation
- Proposed methods for directional drilling and controlled road crossings
- Proposed methods for HDPE conduit installation, hand hole installation, and splicing chamber installation
- Proposed fiber optic cable pulling and splicing methodology
- Proposed OTDR testing and acceptance testing procedures
- Proposed surface restoration methodology
- Identification of any technical challenges anticipated along the project corridor and the Proposer's proposed mitigation strategies

4.5.3 Construction Schedule A preliminary Construction Schedule in Gantt chart format covering all three phases of work, identifying:

- All major milestones and deliverables
- Permit procurement timelines
- Mobilization and construction start dates
- Estimated completion date
- Critical path activities

The Construction Schedule shall demonstrate the Proposer's ability to complete the project within the timeframe required under the Award Documents and the USDA ReConnect Program requirements.

4.5.4 Quality Control Plan A preliminary Construction Quality Control Plan identifying the Proposer's proposed quality control procedures, inspection protocols, testing methods, and documentation practices for all phases of the project.

4.5.5 Health and Safety Plan A preliminary Health and Safety Plan demonstrating compliance with all applicable OSHA requirements and Puerto Rico occupational safety regulations, covering all anticipated construction activities.

4.5.6 Buy American and Build America, Buy America Compliance

The Technical Proposal shall include two separate narratives addressing the following distinct compliance requirements:

(a) RUS Buy American — 7 CFR Part 1787: A narrative describing the Proposer's approach to complying with the RUS Buy American requirements, including identification of any materials or equipment that the Proposer anticipates may require a Buy American waiver under RUS procedures, and the basis for any such anticipated waiver request. The Proposer shall identify the anticipated domestic or eligible-country origin of all major material categories.

(b) Build America, Buy America Act (BABA) 2 CFR Part 184 / IIJA: A separate narrative describing the Proposer's approach to complying with the Build America, Buy America Act requirements applicable to this ReConnect Round 4 project. This narrative shall address:

- Confirmation that all iron and steel products incorporated into the project will be melted and poured in the United States
- Confirmation that all manufactured products will meet the domestic content threshold required under 2 CFR Part 184
- Identification of all construction materials (including but not limited to HDPE conduit, hand holes, splice enclosures, fiber optic cable, and associated hardware) and their country of origin
- Identification of any materials for which the Proposer anticipates a BABA waiver will be necessary, including the specific waiver category and supporting justification
- Description of the Proposer's plan to obtain and maintain BABA compliance certifications from all material suppliers and subcontractors

Note: BABA waivers must be submitted to and approved by USDA prior to procurement or installation of non-compliant materials. Proposers shall not assume that a waiver will be granted.4.5.7 Environmental Compliance a narrative describing the Proposer's approach to complying with all applicable environmental requirements, including 7 CFR Part 1970, Special Flood Hazard Areas Regulation (Reglamento Núm. 13), and any other applicable federal or Puerto Rico environmental requirements.

4.6 Management Proposal

The Management Proposal shall demonstrate the Proposer's organizational capacity, project management methodology, and the qualifications of the project team. The Management Proposal shall include the following:

4.6.1 Organizational Overview A description of the Proposer's organization, including:

- Legal name, type of entity, and jurisdiction of organization
- Principal office address and contact information

- Number of years in operation
- Ownership structure (if applicable)
- Any relevant certifications, licenses, or registrations held

4.6.2 Key Personnel Identification of all Key Personnel proposed for this project, including:

- Project Manager
- Construction Superintendent
- Quality Control Manager
- Health and Safety Officer
- Lead Fiber Optic Splicing Technician
- Any other key technical or management staff

For each Key Personnel, the Proposer shall provide:

- Full name and title
- Role on this project
- Relevant licenses and certifications (including Puerto Rico professional engineering license, if applicable)
- Minimum five (5) year employment history
- Summary of relevant project experience, including project name, owner, location, contract value, scope, and dates of performance

4.6.3 Relevant Experience. Experience may be demonstrated through the Proposer's direct performance as a prime contractor or joint venture partner, or through the demonstrated experience of Key Personnel or key subcontractors proposed for this project. The Proposer shall clearly identify the role of each entity or individual in each referenced project:

- Project name and location
- Owner name and contact information (for reference verification)
- Contract value
- Scope of work
- Date of completion
- Role of the Proposer (prime contractor or subcontractor)
- Projects funded under the USDA ReConnect Program or other federal programs are particularly relevant and should be clearly identified.

4.6.4 Subcontractors Identification of all known or anticipated subcontractors, including:

- Legal name and address
- Scope of work to be subcontracted
- Relevant qualifications and experience
- Confirmation that all subcontractors will meet all applicable federal, state, and local licensing, bonding, and insurance requirements

4.6.5 Financial Capacity Evidence of the Proposer's financial capacity to execute the project, including:

- Most recent audited financial statements (or compilation report if audited statements are not available)
- Evidence of bonding capacity sufficient to meet the performance bond requirements of 7 CFR Part 1788, Subpart C
- Evidence of insurance coverage or insurability meeting the requirements specified in Attachment 5 of this IFB.
- A letter from the Proposer's surety confirming current bonding capacity and willingness to issue the required performance bond for this project.

4.7 Price Proposal

4.7.1 The Price Proposal shall be submitted as a separate PDF file using the format provided in Attachment 4 — Price Proposal Form. The Price Proposal shall include a complete breakdown of all costs associated with the Proposer's proposed scope of work, organized by phase and work category.

4.7.2 The Price Proposal shall include, at a minimum, the following cost categories:

- Phase 1: Pre-Construction and Mobilization
    - Permitting and coordination costs
    - Site survey and field inspection costs
    - Mobilization costs
    - Submittals preparation costs
- Phase 2: Outside Plant Construction
    - Excavation and directional drilling (unit costs per linear foot)
    - HDPE conduit supply and installation (unit costs per linear foot, by conduit size)
    - Hand hole supply and installation (unit cost per unit × 219 units)
    - Splicing chambers and junction boxes (unit cost per unit)
    - Fiber optic cable supply and installation (unit cost per linear foot, by cable type)
    - Fiber optic splicing (unit cost per splice)
    - Backfill, compaction, and surface restoration (unit costs per linear foot)
    - Route marking and signage (lump sum)
    - Traffic control and safety measures (lump sum or unit cost)
- Phase 3: Testing, Acceptance, and Closeout

- OTDR and acceptance testing (lump sum or unit cost per fiber)
- As-built drawings preparation (lump sum)
- Closeout documentation (lump sum)

- Contingency (not to exceed 10% of total construction cost)
- Total Proposed Contract Price

4.7.3 All unit prices shall remain firm and fixed for the duration of the contract. No price escalation clauses will be accepted unless expressly approved in writing by *vpnet* and RUS prior to contract execution.

4.7.4 Proposers shall identify any assumptions, exclusions, or clarifications applicable to their Price Proposal in a clearly labeled section at the end of Attachment 4.

4.7.5 The Price Proposal shall be signed by an authorized representative of the Proposer with authority to bind the organization to the proposed prices.

SECTION 5

5.1 General — Sealed Competitive Bidding

This procurement for outside plant construction, estimated to exceed $1,000,000 in total cost, is conducted pursuant to the Sealed Competitive Bidding method as required under the USDA ReConnect Program Construction Procedures, Version 2.0 (February 2020), and in accordance with RUS requirements applicable to construction contracts financed with ReConnect Program award funds.

All Bids submitted in response to this IFB shall be evaluated in accordance with the procedures set forth in this Section. vpnet will conduct a fair, objective, and fully documented evaluation of all timely submitted and responsive Bids. All evaluation proceedings shall remain confidential until the Notice of Award is issued.

vpnet has solicited this IFB from a minimum of six (6) prospective bidders in order to satisfy the open competition requirements applicable to Sealed Competitive Bidding under the ReConnect Program Construction Procedures.

5.2 Responsiveness Review

Before evaluation, *vpnet* will conduct an initial responsiveness review to confirm that each submitted Proposal:

- Was submitted by the deadline stated in Section 1.2
- Includes all required components as specified in Section 4
- Is signed by an authorized representative
- Includes all required certifications and attachments

- Meets the minimum qualifications stated in Section 5.4
- Includes a completed and signed Bid Bond in the amount of five percent (5%) of the Total Bid Price, or other bid security acceptable to vpnet, as required under 7 CFR Part 1788, Subpart C
- Total Bid Price is complete, unambiguous, and covers all items in Attachment 4

Proposals determined to be non-responsive during the responsiveness review will be rejected and will not be evaluated further. *vpnet* reserves the right to request minor clarifications from Proposers to resolve ambiguities in a Proposal without providing an opportunity to supplement or revise the Proposal in any substantive way.

5.3 Bid Evaluation Method — Sealed Competitive Bidding

In accordance with the Sealed Competitive Bidding requirements of the USDA ReConnect Program Construction Procedures, vpnet will award the contract resulting from this IFB to the lowest responsive and responsible Bidder whose Bid meets all requirements set forth herein and whose Total Bid Price is within the approved project budget, subject to the conditions described below.

- Responsiveness Review: vpnet will first determine whether each submitted Bid is responsive, as described in Section 5.2. Non-responsive Bids will be rejected without further evaluation.
- Responsibility Review: vpnet will evaluate whether each responsive Bidder meets the minimum qualifications set forth in Section 5.4. Bids from Bidders that do not meet all minimum qualifications will be rejected.
- Price Comparison: Among all responsive and responsible Bids, vpnet will rank Bids from lowest to highest Total Bid Price. The contract will be awarded to the lowest responsive and responsible Bidder, subject to vpnet's right to reject all Bids as set forth in Section 6.1.

No technical scoring, weighted criteria, best value analysis, or price-quality trade-off methodology will be applied. The determination of responsibility will be based solely on the minimum qualifications stated in Section 5.4 and the documentation required in Section 4.

5.4 Minimum Qualifications

To be considered for evaluation, Proposers must demonstrate the following minimum qualifications:

- A minimum of five (5) years of experience performing underground telecommunications or fiber optic construction, demonstrated through any combination of the following: (a) experience as a prime contractor; (b) experience as a joint venture partner; (c) experience as a key subcontractor performing a substantial portion of the outside plant work; or (d) demonstrated experience of Key Personnel proposed for this project in comparable roles on comparable projects. The Proposer shall clearly identify the capacity in which each experience claim was performed.
- Completion of at least three (3) comparable underground fiber optic or telecommunications outside plant projects within the last seven (7) years. Comparable projects are those of similar technical complexity, scope, and construction method to this project, including but not limited to directional drilling, HDPE conduit installation, fiber cable installation, and service drop installation. Projects may be demonstrated through experience as a prime contractor, joint

venture partner, key subcontractor, or through the demonstrated experience of Key Personnel proposed for this project. Projects with a contract value of $500,000 or more are presumed comparable in scale; projects below $500,000 may be submitted with a narrative demonstrating comparable complexity, route miles, or number of service connections

- Valid business registration and all applicable professional and contractor licenses required by the Commonwealth of Puerto Rico
- Current bonding capacity sufficient to meet the performance bond requirements of 7 CFR Part 1788, Subpart C
- Current insurance coverage or insurability meeting the requirements of Attachment 5
- No outstanding debarment, suspension, or ineligibility determinations under applicable federal or Puerto Rico regulations

Proposers that do not meet all minimum qualifications will be deemed non-responsive and will not be evaluated further.

5.5 Responsibility Evaluation

In accordance with the Sealed Competitive Bidding method required under the USDA ReConnect Program Construction Procedures, vpnet will not apply technical scoring, weighted criteria, or best-value trade-off analysis. Evaluation of responsive Bids will be limited to the following:

(a) Responsiveness Review — as described in Section 5.2.

(b) Responsibility Review — vpnet will evaluate whether each responsive Bidder meets all minimum qualifications set forth in Section 5.4. This review is pass/fail. Documentation required under Section 4 will be used solely to verify compliance with minimum qualifications.

(c) Price Comparison — Among all responsive and responsible Bids, vpnet will rank Bids from lowest to highest Total Bid Price. The contract will be awarded to the lowest responsive and responsible Bidder whose Total Bid Price is within the approved project budget.

5.6 Interviews and Clarifications

vpnet may request written clarifications from Bidders solely to resolve minor informalities, clerical matters, or ambiguities that do not affect bid price, quantity, quality, delivery, or the relative standing of Bidders. No Bidder shall be permitted to revise its Bid, modify its Total Bid Price, or otherwise cure a material deficiency after bid opening

5.7 Selection and Award

5.7.1 vpnet will award the contract resulting from this IFB to the lowest responsive and responsible Bidder, in accordance with the Sealed Competitive Bidding method required under the USDA ReConnect Program Construction Procedures, Version 2.0, and subject to the conditions described in this Section.

5.7.2 vpnet will notify the lowest responsive and responsible Bidder in writing of its intent to award and will proceed with contract finalization, including completion of RUS Form 515 and the applicable Schedule of Assembly Units. Contract finalization shall not permit any change to the Total Bid Price or any material term of the Bid, except as expressly allowed by RUS requirements or through correction of minor informalities that do not affect competition. If the selected Bidder fails to execute the required contract documents, furnish required bonds or insurance, or satisfy other conditions precedent to award, vpnet may reject the Bidder as non-responsible and proceed to the next lowest responsive and responsible Bidder, subject to RUS review or concurrence where required

5.7.3 The selected Proposer shall be required to execute RUS Form 515, Telecommunications System Construction Contract, or such other contract form as may be required by RUS and approved by *vpnet,* incorporating the terms and conditions of this IFB and the selected Proposer's Proposal, as accepted by *vpnet.* As part of contract negotiation, the Selected Respondent shall work with vpnet to complete the Schedule of Assembly Units required under RUS Form 515, mapping all bid items from Attachment 4 to the applicable RUS standard assembly unit codes. This mapping process shall be completed within fifteen (15) calendar days of the Notice of Intent to Award and shall be subject to RUS review and approval prior to contract execution.

5.7.4 No contract shall be considered executed and binding until it has been fully signed by both parties, reviewed by *vpnet* legal counsel, and, if required, approved by RUS. No work shall commence prior to full contract execution and issuance of a written Notice to Proceed by *vpnet.*

5.7.5 *vpnet* will notify all non-selected Proposers in writing following the award of the contract. Non-selected Proposers may request a debriefing by submitting a written request to *vpnet* within ten (10) calendar days of receipt of the non-selection notification.

5.7.6 All Proposals and related evaluation documents shall be retained by *vpnet* in accordance with applicable federal record retention requirements under 7 CFR Part 200, and shall be made available for review by RUS or any authorized federal oversight authority upon request.

SECTION 6

6.1 General Terms and Conditions

6.1.1 This IFB does not constitute an offer or commitment to award a contract. *vpnet* reserves the right, at its sole discretion and at any time, to:

- Amend, modify, or cancel this IFB
- Reject any or all Proposals
- Waive minor informalities or irregularities in any Proposal
- Request additional information from any Proposer
- Request written clarifications limited to minor informalities or clerical matters that do not affect price, scope, responsiveness, or bidder standing

6.1.2 All costs incurred by Proposers in connection with the preparation and submission of a Proposal, or participation in this procurement process, shall be borne solely by the Proposer. *vpnet* shall not be liable for any such costs under any circumstances.

6.1.3 All Proposals and supporting materials submitted in response to this IFB shall become the property of *vpnet* upon submission and will not be returned to the Proposer.

6.1.4 *vpnet* reserves the right to verify all information submitted by Proposers, including contacting references, reviewing public records, and conducting site visits or inspections of the Proposer's facilities and equipment.

6.1.5 Any Proposer that attempts to improperly influence any *vpnet* officer, employee, or agent, or any RUS official in connection with this procurement may be immediately disqualified from further participation in this procurement and may be reported to the appropriate authorities.

6.1.6 *vpnet* and RUS reserve the right to audit all records related to this procurement and any resulting contract in accordance with applicable federal requirements, including 7 CFR Part 200.

6.1.7 Change Order Procedures

All change orders under the executed contract shall follow the procedures established in Section 3.4.3 (Change Orders and Contingency Work) and shall be documented in accordance with RUS Form 515 standard change order provisions and the ReConnect Program Construction Procedures, Version 2.0.

6.1.9 Liquidated Damages and Project Delays

If the Contractor fails to achieve Final Completion by the Contract Completion Date, Contractor shall pay VPNet liquidated damages in the amount of four hundred dollars ($400.00) for each calendar day beyond the Contract Completion Date until Final Completion is achieved.

Change Order Initiation

Change orders may be initiated by either party under the following conditions:

a) Unforeseen Field Conditions: Subsurface conflicts, environmental constraints, or geological conditions not reasonably discoverable during the pre-bid investigation period that materially affect the scope, cost, or schedule of work.

b) Regulatory Directives: Written directives from DTOP, AEE, municipal authorities, PRSHPO, PRDNER, or other governmental agencies requiring modifications to the approved design or route after contract execution.

c) vpnet-Requested Modifications: Changes to the scope initiated by vpnet to enhance network performance, accommodate evolving operational requirements, or address third-party requests (e.g., anchor tenant service requests).

d) Force Majeure Events: Modifications necessitated by hurricanes, earthquakes, floods, or other events beyond the reasonable control of either party that physically alter the construction site or access routes.

Change Order Documentation Requirements

For all proposed change orders, the requesting party shall submit:

1. Detailed Scope Description: Narrative explanation of the changed work, including specific locations (GPS coordinates or station references) and technical justification.
2. Field Documentation: Photographs, survey data, subsurface utility locates, geotechnical reports, or other evidence demonstrating the necessity of the change.
3. Cost Estimate: Itemized breakdown using the unit prices established in Attachment 4 (Price Proposal Form, Unit Pricing for Change Orders section). If unit prices do not cover the changed work, the Selected Respondent shall provide a detailed cost estimate with supporting labor, material, and equipment invoices or quotes. All estimates shall reference current market rates and industry wage standards (prevailing wage scales if applicable under Puerto Rico Department of Labor regulations).
4. Schedule Impact: Analysis of how the change order affects the project completion date, intermediate milestones, and critical path activities. If the change order delays final completion beyond the contract deadline established in Section 3.2, the Selected Respondent must identify compensating acceleration measures or request a formal time extension with supporting justification.
5. BABA Compliance Certification: For all materials to be incorporate into change order work, the Selected Respondent shall certify compliance with the Build America, Buy America Act (2 CFR Part 184) and 7 CFR Part 1787 (Buy American) requirements. This includes:
    i. Manufacturer country of origin for all steel and manufactured products
    ii. Percentage of domestic content for composite or multi-component items
    iii. Waiver documentation if claiming exemption under BABA final rule domestic content threshold
    iv. Certificate of Compliance (RUS Form 771) if required by the primary contract
6. Labor Records: Daily timesheets for all workers performing change order work, including names, classifications, hours, and wage rates. These records shall be reconciled against the labor cost estimate submitted with the change order request.
7. Material Documentation: Delivery receipts, invoices, bills of lading, and manufacturer certifications for all materials purchased or incorporated as part of

the change order. Receipts shall clearly identify quantities, unit prices, and delivery dates.

Change Order Review and Approval Timeline

• Submission Deadline: The Selected Respondent shall submit change order documentation within five (5) business days of identifying the changed condition. Late submissions must include written justification for the delay and vpnet reserves the right to reject or limit approval if the delay impacts other project activities.

• Initial Review (vpnet): vpnet Project Manager shall review the change order request within five (5) business days and notify the Selected Respondent of approval, conditional approval (with modifications), or denial.

• RUS Coordination (if applicable): For change orders exceeding $25,000 or involving modifications to the approved design, vpnet shall notify the RUS General Field Representative (GFR) and provide 7 calendar days for RUS review and concurrence before final approval.

• Final Authorization: vpnet shall issue a written Change Order Authorization (incorporating the RUS GFR initials where required) before any additional work commences. The Selected Respondent shall not perform work on unauthorized change orders.

Scope Limitations

Change orders shall not:

• Modify fundamental network design parameters, fiber route topology, or performance specifications established in the approved plans and specifications (Section 3.1) without formal RUS written concurrence.

• Extend the project completion date by more than 30 calendar days in aggregate unless vpnet's Board of Directors approves a formal time extension and, if required, RUS modifies the award timeline.

• Reduce the Required Start Date (Section 3.2) or create gaps in construction execution without written justification and vpnet approval.

• Incorporate materials, equipment, or labor practices that deviate from the quality standards, technical specifications, or applicable regulatory requirements established in the primary contract.

• Shift responsibility for cost overruns, schedule delays, or compliance failures to vpnet or RUS unless the change order is initiated by vpnet or mandated by governmental action beyond the Selected Respondent's control.

Contingency Exhaustion Protocol

If approved change orders consume 100% of the Contingency allowance established in Attachment 4:

1. vpnet shall notify the Selected Respondent in writing that the ontingency reserve is exhausted.

2. Any additional changed work discovered after exhaustion shall be handled through one of the following mechanisms:

    a. Formal contract amendment subject to Sealed Competitive Bidding or RUS-approved procurement method (7 CFR Part 1788)
    b. Shared cost arrangement, with the Selected Respondent and vpnet negotiating proportional responsibility
    c. Scope reduction or deferral, with work postponed to a future phase or contract

3. No work shall commence under a change order proposed after contingency exhaustion without prior written authorization from vpnet's Board of Directors and RUS concurrence.

Invoice and Payment for Change Orders

Change order work shall be invoiced separately from the base contract under the primary RUS Form 515 with change order line items clearly itemized. The Selected Respondent shall not combine change order costs with base contract invoices or blur the allocation of labor and materials between the two.

All change order invoices shall include:

- Reference to the Change Order Authorization document number and date
- Itemized breakdown of labor (by classification), materials, equipment rental, and subcontractor costs
- Reconciliation against the approved change order estimate, with explanations for any variances exceeding ±10%
- Certification by the Selected Respondent's Project Manager and authorized finance officer
- RUS GFR certification (signature and date) if the change order exceeded $25,000 or involved design modifications. vpnet shall process change order invoices within thirty (30) days of receipt and approval. Payment for change order work shall be funded from ReConnect award funds to the extent the contingency allowance permits; any costs beyond the contingency shall be covered by vpnet non-award funds (as required by RUS policy on reimbursement).

Record Retention

The Selected Respondent shall maintain all change order documentation (field notes, timesheets, invoices, BABA certifications, RUS initials) for a minimum of three (3) years after final project closeout. These records shall be made available to vpnet, RUS, and authorized federal auditors upon request.

Dispute Resolution

If vpnet and the Selected Respondent disagree on the necessity, scope, or cost of a proposed change order, the matter shall be escalated to vpnet's Vice President of Operations for final determination. The Selected Respondent retains the right to submit a claim in accordance with Section 6.1.8 (Claims and Disputes) if the change order denial results in uncompensated work already performed.

Acknowledgment

By submitting a proposal in response to this IFB, the Selected Respondent acknowledges and agrees to comply with all change order procedures established in this Section 6.1.7 and in the primary contract (RUS Form 515).

6.2 Confidentiality

6.2.1 All information provided by *vpnet* in this IFB, including the engineering plans, technical specifications, and network design documents referenced herein, is proprietary and confidential. Proposers shall not disclose any such information to any third party without the prior written consent of *vpnet*, except as required by applicable law or regulation.

6.2.2 Proposers may request that specific portions of their Proposal be treated as confidential or proprietary by clearly marking those portions accordingly and providing a written justification for the confidentiality request at the time of submission. *vpnet* will make reasonable efforts to protect legitimately confidential information; however, *vpnet* cannot guarantee confidentiality in all circumstances, particularly where disclosure may be required by applicable law, regulation, or federal oversight requirements.

6.3 Conflict of Interest

6.3.1 Each Proposer shall disclose in its Proposal any actual, potential, or apparent conflict of interest that could affect the Proposer's ability to perform the services objectively and without favoritism, including but not limited to any financial, business, or personal relationship between the Proposer and any officer, employee, or agent of *vpnet* or RUS.

6.3.2 *vpnet* reserves the right to disqualify any Proposer that has an undisclosed or unmitigated conflict of interest that, in the judgment of *vpnet*, could compromise the integrity of the procurement process or the performance of the resulting contract.

6.4 Federal Requirements and Certifications

All Proposers and the Selected Respondent shall comply with all applicable federal requirements, including but not limited to the following:

6.4.1 Equal Employment Opportunity The Selected Respondent shall comply with all applicable Equal Employment Opportunity requirements, including Executive Order 11246, as amended, and all applicable regulations promulgated thereunder, including 41 CFR Part 60. The Selected Respondent shall include the Equal Employment Opportunity clause in all subcontracts.

6.4.2 Debarment and Suspension Each Proposer shall certify, by signature on its Cover Letter, that neither the Proposer nor any of its principals or proposed subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally funded transactions, in accordance with 2 CFR Part 180 and 2 CFR Part 417.

6.4.3 Anti-Kickback The Selected Respondent shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 3145) and its implementing regulations at 29 CFR Part 3, which prohibit contractors and subcontractors from inducing employees to give up any part of their compensation to which they are entitled.

6.4.4 Clean Air Act and Clean Water Act The Selected Respondent shall comply with all applicable requirements of the Clean Air Act (42 U.S.C. 7401 et seq.) and the Clean Water Act (33 U.S.C. 1251 et seq.) and all regulations and guidelines issued thereunder.

6.4.5 Davis-Bacon Act or applicable law, the Selected Respondent and all subcontractors shall comply with the Davis-Bacon Act (40 U.S.C. 3141–3148) and its implementing regulations, and shall pay all laborers and mechanics employed on the project not less than the prevailing wage rates and fringe benefits as determined by the Secretary of Labor.

6.4.6 Byrd Anti-Lobbying Amendment Each Proposer shall certify, in accordance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and its implementing regulations at 2 CFR Part 418, that it has not used and will not use federal appropriated funds to pay any person or organization for influencing or attempting to influence any federal officer, employee, or agency in connection with the obtaining, continuation, or modification of any federal contract, grant, loan, or cooperative agreement.

6.4.7 Buy American The Selected Respondent shall comply with all Buy American requirements as set forth in 7 CFR Part 1787 and as described in Section 3 and Section 4 of this IFB. All materials and equipment financed with ReConnect Program award funds must be Domestic Products as defined in the applicable program requirements.

6.4.7A Build America, Buy America Act — Infrastructure Investment and Jobs Act

6.4.7A.1 Statutory Basis. This project is subject to the Build America, Buy America Act (BABA), enacted as Sections 70901 through 70953 of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58 (November 15, 2021), and implemented through 2 CFR Part 184. As a condition of the USDA ReConnect Program Round 4 award, all federal financial assistance provided for this infrastructure project is subject to the domestic content procurement preference requirements set forth herein.

6.4.7A.2 Scope of Requirement. The BABA preference applies to all iron, steel, manufactured products, and construction materials used in the project. The Selected Respondent, all subcontractors, and all material suppliers at every tier shall comply with the following standards:

- Iron and Steel Products. All iron and steel products incorporated permanently into the project infrastructure must be produced in the United States. This means all manufacturing processes for the iron or steel product, from the initial melting stage through the application of coatings, must occur in the United States.
- Manufactured Products. All manufactured products incorporated into the project must be produced in the United States. A manufactured product is produced in the United States if: (i) the manufactured product was manufactured in the United States; and (ii)

the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is not less than 55 percent of the total cost of all components of the manufactured product, unless another standard has been established under applicable Federal law or regulation.

- Construction Materials. All construction materials used in the project must be produced in the United States. Construction materials include, but are not limited to, the following items as applicable to this project:

Material Category	Applicable Items for this Project
Plastic and polymer-based products	HDPE conduit (1.5")
Fiber optic cable and components	Fiber optic cable (all types), buffer tubes, strength members, outer jacket
Composite products	Splice enclosures, junction boxes, splice trays
Precast concrete products	Hand holes, pull boxes, splice vaults (if concrete)
Steel and iron products	Hand hole frames and covers (if steel), conduit hangers, ground rods, hardware
Optical fiber	Individual fiber strands, ribbon fiber

6.4.7A.3 Distinction from RUS Buy American Requirements. The BABA requirement under 2 CFR Part 184 and the RUS Buy American requirement under 7 CFR Part 1787 are separate and independent obligations, both of which apply to this project. Compliance with one does not constitute compliance with the other. The Selected Respondent must demonstrate compliance with both requirements through separate certifications and documentation. The more stringent standard shall govern in the event of any conflict.

6.4.7A.4 Waiver Process. A waiver of the BABA domestic content preference may be granted by USDA only under the following circumstances:

- Nonavailability Waiver: The articles, materials, or supplies of the class or kind to be used or the articles, materials, or supplies from which they are manufactured are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.
- Unreasonable Cost Waiver: The use of articles, materials, or supplies mined, produced, or manufactured in the United States will increase the cost of the overall project by more than 25 percent.
- Public Interest Waiver: Applying the domestic content preference would be inconsistent with the public interest.

Important: BABA waivers must be requested by vpnet and approved in writing by USDA prior to the procurement or installation of any non-compliant materials. The Selected Respondent shall

not procure, install, or incorporate any material that does not meet BABA domestic content requirements without a prior written waiver issued by USDA. Any material incorporated into the project without an approved waiver and without meeting BABA requirements may be deemed ineligible for reimbursement with award funds, and vpnet may be required to remove and replace such materials at its own expense.

6.4.7A.5 Contractor Obligations — Pre-Construction. Prior to the issuance of a Notice to Proceed, the Selected Respondent shall submit to vpnet the following documentation for review and forwarding to RUS:

- A complete BABA Material Compliance Schedule listing every material category to be incorporated into the project, the proposed supplier or manufacturer for each category, the country of origin of each material, and the specific BABA compliance standard applicable (iron/steel, manufactured product, or construction material).
- Written manufacturer certifications for each major material category confirming that the material meets the applicable BABA domestic content standard. These certifications shall identify the manufacturing location, the origin of all components, and the applicable compliance standard.
- For any material for which a BABA waiver has been requested or granted, a copy of the approved USDA waiver shall be included in the submittal package.
- A signed BABA Contractor Certification in the form provided as Attachment 14 to this IFB (to be added; see Section 6.4.7A.9 below), certifying that the Selected Respondent has reviewed all material specifications and has a reasonable basis to believe that all materials to be incorporated into the project comply with the applicable BABA requirements or are covered by an approved USDA waiver.

6.4.7A.6 Contractor Obligations — During Construction. Throughout the construction phase, the Selected Respondent shall:

- Maintain records sufficient to trace the origin of all iron, steel, manufactured products, and construction materials incorporated into the project, including purchase orders, invoices, mill certifications, and manufacturer certifications, and make such records available to vpnet, RUS, the RUS General Field Representative (GFR), and any authorized federal oversight authority upon request.
- Immediately notify vpnet in writing if the Selected Respondent discovers or has reason to believe that any material that has been or is proposed to be incorporated into the project does not comply with the applicable BABA requirements and is not covered by an approved USDA waiver. Such notification shall be made before the non-compliant material is incorporated into the permanent infrastructure.
- Not substitute any approved BABA-compliant material with a non-compliant alternative without prior written approval from vpnet and, if required, USDA.

- Require all subcontractors and material suppliers at every tier to maintain equivalent BABA compliance documentation and to provide such documentation to the Selected Respondent upon request, so that the Selected Respondent can fulfill its obligations under this Section.

6.4.7A.7 Contractor Obligations — Contract Closeout. As a condition of final payment and contract closeout, the Selected Respondent shall provide to vpnet:

- A final BABA Compliance Certification confirming that all iron, steel, manufactured products, and construction materials incorporated into the completed project meet the applicable BABA domestic content requirements or were covered by an approved USDA waiver, signed by an authorized representative of the Selected Respondent under penalty of perjury.
- A complete final BABA Material Documentation Package including manufacturer certifications, mill certificates, country of origin documentation, and purchase records for all major material categories, organized by material type and project phase.
- Copies of all approved USDA BABA waivers applicable to the project, together with documentation confirming that waived materials were used only within the scope authorized by each waiver.
- Executed BABA compliance certifications from all subcontractors that supplied or installed materials subject to BABA requirements.

6.4.7A.8 Flow-Down Requirement. The Selected Respondent shall include the substance of this Section 6.4.7A in every subcontract and purchase order at every tier that involves the supply or installation of iron, steel, manufactured products, or construction materials subject to the BABA domestic content preference. The Selected Respondent shall be responsible for the BABA compliance of all subcontractors and material suppliers, and shall not be relieved of this responsibility by any subcontract provision.

6.4.7A.9 New Attachment Required — BABA Contractor Certification. The following certification form shall be added to this IFB as Attachment 14 — Build America, Buy America Certification, and shall be required for submission as part of the Proposal package.

6.4.8 Record Retention The Selected Respondent shall retain all project records, including financial records, supporting documents, statistical records, and all other records pertinent to the award, for a period of not less than three (3) years following the date of final payment under the contract, or such longer period as may be required by applicable federal regulations, and shall make all such records available for inspection and audit by RUS, the USDA Office of Inspector General, the Government Accountability Office, and any other authorized federal agency upon request, in accordance with 7 CFR Part 200.

6.4.9 Trafficking in Persons The Selected Respondent shall comply with the requirements of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), as amended, and all applicable implementing regulations. No award funds may be used to support, facilitate, or promote trafficking in persons, and

the Selected Respondent shall include this prohibition in all subcontracts and lower-tier contracts funded under this award.

6.4.10 Whistleblower Protections The Selected Respondent shall comply with the whistleblower protection requirements applicable to federal awards under 41 U.S.C. 4712, which prohibit retaliation against employees who disclose information that the employee reasonably believes is evidence of gross mismanagement of a federal contract, a gross waste of federal funds, an abuse of authority relating to a federal contract, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract.

6.4.11 Reporting of Matters Related to Recipient Integrity and Performance In accordance with 2 CFR Part 200, Appendix XII, the Selected Respondent shall report to the System for Award Management (SAM) any information related to civil, criminal, or administrative proceedings in connection with the award or performance of any federal award.

6.4.12 Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations at 29 CFR Part 5. Under 40 U.S.C. 3702, each contractor shall be required to compute the wages of every mechanic and laborer based on 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 apply to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions that 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.

6.4.13 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of 'funding agreement' under 37 CFR Part 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

6.4.14 The Selected Respondent shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201) for the State in which the work under this contract is performed, as well as any applicable energy efficiency standards established by the Commonwealth of Puerto Rico.

SECTION 7

7.1 List of Attachments

The following attachments are incorporated into and made part of this IFB. All required attachments must be completed, signed where applicable, and submitted as part of the Proposer's Proposal package in accordance with Section 4.

1. Proposer Information

Attachment No.	Title	Required for Submission
Attachment 1	Bidder Registration Form	Yes
Attachment 2	Pre-Proposal Conference Attendance Form	No (optional)
Attachment 3	Cover Letter Template	Yes
Attachment 4	Price Proposal Form	Yes
Attachment 5	Insurance Requirements Certification	Yes
Attachment 6	Statement of Qualifications	Yes
Attachment 7	List of Comparable Projects	Yes
Attachment 8	Non-Conflict of Interest Certification	Yes
Attachment 9	Non-Conflict of Interest Certification on Existing or Pending Contracts	Yes
Attachment 10	Limited Denial of Participation, Suspension or Debarment Status Affidavit	Yes
Attachment 11	Non-Collusive Affidavit	Yes
Attachment 12	Sworn Statement Under Act 2-2018 (Puerto Rico)	Yes
Attachment 13	Anti-Lobbying Certification	Yes
Attachment 14	Build America, Buy America (BABA) Certification	Yes

ATTACHMENT 1 — BIDDER REGISTRATION FORM

IFB #2026-001 — Underground Fiber Optic Network Construction *vpnet* — ReConnect Program Round 4

This form must be submitted in PDF format with a digital or scanned signature to propuestas@vpnet.net by September 18, 2026, at 5:00 p.m. (EST).

1. Proposer Information

Field	Response
Legal Name of Organization	
Trade Name / DBA (if applicable)	
Type of Entity (Corp., LLC, Partnership, etc.)	
Jurisdiction of Incorporation / Organization	
Principal Office Address	
City / State / Zip Code	
Telephone Number (Main)	
Email Address (Main)	
Website	
Federal Tax ID (EIN)	
SAM.gov Unique Entity Identifier (UEI)	
Puerto Rico Business Registration Number	
Year Established	
AUTHORIZED REPRESENTATIVE	**Response**
Full Name	
Title	
Telephone Number	
Email Address	
Signature	
Date	

The UEI must be active in SAM.gov on the date of submission of the Registration Form. Proponents without an active UEI cannot be considered responsive.

2. Primary Contact for this Proposal

Field	Response
Full Name	
Title	
Telephone Number	
Email Address	

3. Business Certifications (check all that apply)

____ Minority-Owned Business Enterprise (MBE)

____ Women-Owned Business Enterprise (WBE)

____ Small Business (as defined by the U.S. Small Business Administration)

____ HUBZone Certified Small Business

____ Service-Disabled Veteran-Owned Small Business (SDVOSB)

____ Veteran-Owned Small Business (VOSB)

____None of the above

4. Licensing and Registrations

License / Registration Type	License Number	Issuing Authority	Expiration Date
Puerto Rico General Contractor License			
Puerto Rico Electrical Contractor License (if applicable)			
Puerto Rico Professional Engineer License (if applicable)			
Any Other Applicable License			

5. Declaration

I, the undersigned, hereby certify that the information provided in this Bidder Registration Form is true, accurate, and complete to the best of my knowledge and belief, and that the organization named above is duly authorized to submit a Proposal in response to IFB #2026-001.

_____

ATTACHMENT 2 — Pre-Proposal Conference Attendance and Written Questions Form

IFB #2026-001 — Underground Fiber Optic Network Construction *vpnet* — ReConnect Program Round 4

Completion of this form is optional but encouraged. Proposers wishing to attend the Pre-Proposal Conference scheduled for September 22, 2026 at 10:00 a.m. (EST) shall submit this form by email to propuestas@vpnet.net no later than September 18, 2026, at 5:00 p.m. (EST).

Field	Response
Organization Name	
Primary Contact Name	
Title	
Email Address	
Telephone Number	
Number of Attendees	
Names of Attendees (list all)	
Preferred Conference Format	[ ] In-Person [ ] Virtual (Teams/Zoom)

QUESTION No. 1

Field	Response
Question Number	1
IFB Section	*(e.g., Section 3.4.1)*
Page Number	*(e.g., Page 9)*
Section Title	*(e.g., Outside Plant Construction)*
Exact Text Cited from IFB *(optional)*	
Question	
Language	[ ] English [ ] Spanish

QUESTION No. 2

Field	Response
Question Number	2
IFB Section	
Page Number	
Section Title	
Exact Text Cited from IFB *(optional)*	
Question	
Language	[ ] English [ ] Spanish

QUESTION No. 3

Field	Response
Question Number	3
IFB Section	
Page Number	
Section Title	
Exact Text Cited from IFB *(optional)*	
Question	
Language	[ ] English [ ] Spanish

Submission of this form does not obligate the Proposer to submit a Proposal.

ATTACHMENT 3 — COVER LETTER TEMPLATE

IFB #2026-001 — Underground Fiber Optic Network Construction *vpnet* — ReConnect Program Round 4

[Date]

vpnet Procurement Office propuestas@vpnet.net

Re: Proposal Submission — IFB #2026-001 — Underground Fiber Optic Network Construction

Dear *vpnet* Procurement Team:

[Legal Name of Organization] ("Proposer") is pleased to submit this Proposal in response to IFB #2026-001, issued by *vpnet* for the construction of an Underground Fiber Optic Network Construction in connection with the USDA ReConnect Program Round 4 award.

The Proposer has carefully reviewed the IFB, including all sections, attachments, and any addenda issued to date, and confirms its understanding of and agreement with the terms and conditions set forth therein.

The Proposer confirms the following:

- This Proposal is submitted in full conformance with the requirements of IFB #2026-001.
- The proposed prices set forth in the Price Proposal (Attachment 4) are firm and fixed and shall remain valid for a minimum of one hundred twenty (120) days from the Proposal submission deadline.
- The Proposer is duly licensed and authorized to conduct business in the Commonwealth of Puerto Rico.
- The Proposer is registered in SAM.gov and maintains an active Unique Entity Identifier (UEI).
- The Proposer has not engaged in any collusion or anti-competitive practices in connection with the preparation of this Proposal.
- The Proposer has no undisclosed conflicts of interest as described in Section 6.3 of the IFB.
- The Proposer certifies that neither it nor any of its principals or proposed subcontractors is presently debarred, suspended, or ineligible from participation in federally funded transactions.

The Proposer's primary contact for this Proposal is:

Field	Information
Name	
Title	
Telephone	
Email	

The undersigned is duly authorized to execute this Cover Letter and to bind the organization to the proposed prices and terms contained in this Proposal.

Respectfully submitted,

Field	Response
Authorized Signature	
Printed Name	
Title	
Organization	
Date	

ATTACHMENT 4 — PRICE PROPOSAL FORM

IFB #2026-001 — Underground Fiber Optic Network Construction *vpnet* — ReConnect Program Round 4

The cost categories presented in this Price Proposal Form are organized for bidding clarity. The Selected Respondent shall be required, prior to contract execution, to map all unit prices submitted herein to the applicable RUS Assembly Units (AU) and Material Items (MI) as defined in RUS Bulletins 1753F-150 through 1753F-205, for incorporation into RUS Form 515, Telecommunications System Construction Contract. vpnet will provide the applicable RUS assembly unit schedule to the Selected Respondent during contract negotiation. Prices submitted in this form shall remain firm and binding regardless of the AU mapping process.

Proposer Legal Name: _____

Date of Submission: _____

Authorized Representative: _____

PHASE 1 — PRE-CONSTRUCTION AND MOBILIZATION

Item	Description	Unit	Qty	Unit Price (USD)	Total Price (USD)
1.1	Permits and Government Coordination (DTOP, Municipalities, AEE)	LS	1		
1.2	Site Survey and Field Inspection	LS	1		
1.3	Mobilization and Demobilization	LS	1		
1.4	Submittals and Engineering Coordination	LS	1		
1.5	Environmental and Cultural Resource Compliance	LS	1		
	Phase 1 Subtotal				

PHASE 2 — OUTSIDE PLANT CONSTRUCTION

Item	Description	Unit	Qty	Unit Price (USD)	Total Price (USD)
2.1	Open Trench Excavation (Rural Roads)	LF			
2.2	Directional Drilling / HDD (Road Crossings & Obstacles)	LF			
2.3	HDPE Conduit Supply and Installation — 1.5"	LF	142,560		
2.4	Fiber Optic Cable Supply and Installation — (Lashed)	LF			
2.5	Fiber Optic Cable Supply and Installation — Underground	LF			
2.6	Hand Hole Supply and Installation (Per Unit)	EA	219		
2.7	Splicing Chamber / Junction Box Supply and Installation	EA			
2.8	Fiber Optic Splicing (Per Splice)	EA			
2.9	Backfill, Compaction, and Surface Restoration	LF			
2.10	Route Marking and Signage	LS	1		
2.11	Traffic Control and Safety Measures	LS	1		
2.12	Strand and Attachment Hardware	LF			
2.13	Concrete Utility Pole H4 45' and installation	LS	56		
	Phase 2 Subtotal				

PHASE 3 — TESTING, ACCEPTANCE, AND CLOSEOUT

Item	Description	Unit	Qty	Unit Price (USD)	Total Price (USD)
3.1	OTDR and Optical Loss Testing (Per Fiber)	EA			
3.2	Network Acceptance Testing and Documentation	LS	1		
3.3	As-Built Drawings Preparation (GIS-Compatible)	LS	1		
3.4	Closeout Documentation Package	LS	1		
3.5	Final Site Cleanup and Demobilization	LS	1		
	Phase 3 Subtotal				

SUMMARY OF COSTS

Category	Amount (USD)
Phase 1 — Pre-Construction and Mobilization	
Phase 2 — Outside Plant Construction	
Phase 3 — Testing, Acceptance, and Closeout	
Construction Subtotal	
General & Administrative Costs	
Contingency (maximum 10% of Construction Subtotal)	
TOTAL PROPOSED CONTRACT PRICE	

CONTINGENCY POLICY

The Contingency amount (maximum 10% of Construction Subtotal) is reserved by vpnet for change orders arising from unforeseen field conditions encountered during construction execution. This contingency is NOT available to compensate for Proposer pricing uncertainty, incomplete site investigation, risk allocation, or material cost escalation.

Change orders will be authorized by vpnet on a case-by-case basis using the unit prices established in the "Unit Pricing for Change Orders" section of this Price Proposal Form (below). Any work performed without prior written authorization from vpnet will not be eligible for payment and shall be considered a breach of contract terms. Proposers shall price all line items in Phases 1, 2, and 3 assuming full execution

of the engineered scope without field conflicts or route deviations. The contingency is not an allowance for under-bidding, incomplete proposals, or deferred pricing. Proposers who fail to conduct adequate due diligence during the site visit period (Section 2.2) bear full responsibility for pricing accuracy.

ELIGIBLE CONTINGENCY USES (Examples):

- Additional hand holes required due to unanticipated subsurface utility conflicts discovered during excavation.
- Remedial surface restoration in areas with unforeseen rock or unsuitable backfill material
- Route modifications mandated by DTOP, AEE, or municipal authorities after contract execution due to changed field conditions.
- Environmental mitigation measures required by PRSHPO or PRDNER based on discoveries during construction (e.g., archaeological findings, protected species habitat)
- Emergency stabilization work for erosion control or stormwater
- management beyond engineered design

INELIGIBLE CONTINGENCY USES (Non-Exhaustive):

- Work items omitted from the Proposer's initial bid due to incomplete review of project documents
- Material cost increases after contract execution
- Labor rate adjustments or productivity issues
- Delays caused by the Selected Respondent's scheduling conflicts or resource constraints
- Rework due to non-compliance with specifications or quality standards

CHANGE ORDER AUTHORIZATION THRESHOLDS:

- Change orders ≤ $10,000: vpnet Project Manager written authorization
- Change orders > $10,000 and ≤ $50,000: vpnet Vice President written authorization + notification to RUS GFR
- Change orders > $50,000: vpnet Board authorization + RUS GFR prior written concurrence

CUMULATIVE LIMIT:

The aggregate of all approved change orders shall not exceed the Contingency amount stated in the Summary of Costs table above without a formal contract amendment approved by vpnet's Board of Directors and, if required, RUS award modification. Any work beyond the approved contingency ceiling requires re-bidding or procurement justification in accordance with 7 CFR Part 1788.

The Selected Respondent acknowledges that the contingency allowance is a ceiling, not a guarantee, and that actual change order authorizations may range from $0 to the stated maximum depending on field conditions encountered.

UNIT PRICING FOR CHANGE ORDERS

Item	Description	Unit	Unit Price (USD)
CO-1	Additional Open Trench Excavation	LF	
CO-2	Additional Directional Drilling / HDD	LF	
CO-3	Additional HDPE Conduit — 1.5"	LF	
CO-5	Additional Hand Hole Installation	EA	
CO-6	Additional Fiber Optic Splicing	EA	
CO-7	Additional Backfill and Surface Restoration	LF	
CO-8	Additional OTDR Testing (Per Fiber)	EA	
CO-9	Additional As-Built Drawing Revisions	HR	

ASSUMPTIONS, EXCLUSIONS, AND CLARIFICATIONS

(Proposer shall list any assumptions, exclusions, or clarifications applicable to this Price Proposal. Attach additional pages if necessary.)

The following table is provided for reference only. The exact AU mapping will be finalized during contract negotiation with the Selected Respondent. Proposers are encouraged to familiarize themselves with these RUS standard units when preparing their Price Proposal.

Approximate RUS Assembly Unit Correspondence

Attachment 4 Item	Description	Approximate RUS AU Category	RUS Bulletin Reference
2.1	Open Trench Excavation	D-Series (Buried Cable — Labor)	1753F-150
2.2	Directional Drilling / HDD	D-Series (Buried Cable — Special Methods)	1753F-150

Attachment 4 Item	Description	Approximate RUS AU Category	RUS Bulletin Reference
2.3	HDPE Conduit — 1.5"	CO-Series (Conduit Systems)	1753F-151
2.5	Fiber Optic Cable — Underground	UC-Series (Underground Cable)	1753F-152
2.7	Hand Hole Supply and Installation	HH-Series (Hand Holes)	1753F-151
2.8	Splicing Chamber / Junction Box	SC-Series (Splice Enclosures)	1753F-152
2.9	Fiber Optic Splicing	SP-Series (Splicing — Fiber)	1753F-152
2.10	Backfill, Compaction, Surface Restoration	D-Series (Restoration)	1753F-150
2.11	Route Marking and Signage	MS-Series (Markers and Signs)	1753F-150
2.12	Traffic Control and Safety Measures	TC-Series (Traffic Control)	1753F-150

Note: Final AU codes will be confirmed by vpnet engineering staff and the RUS General Field Representative (GFR) during contract negotiation.

ATTACHMENT 5 — INSURANCE REQUIREMENTS CERTIFICATION

IFB #2026-001 — Underground Fiber Optic Network Construction *vpnet* — ReConnect Program Round 4

5.1 Required Insurance Coverage

The Selected Respondent shall obtain and maintain, at its own cost and expense, the following minimum insurance coverage throughout the duration of the contract, including any warranty period:

Coverage Type	Minimum Limits
Commercial General Liability	$2,000,000 per occurrence / $4,000,000 aggregate
Automobile Liability (all owned, non-owned, and hired vehicles)	$1,000,000 combined single limit
Workers' Compensation	Statutory limits per Commonwealth of Puerto Rico
Employers' Liability	$500,000 per accident / $500,000 per disease (per employee) / $500,000 per disease (aggregate)
Umbrella / Excess Liability	$5,000,000 per occurrence / $5,000,000 aggregate
Professional Liability / Errors & Omissions	$1,000,000 per claim / $2,000,000 aggregate
Contractor's Pollution Liability (if applicable)	$1,000,000 per occurrence / $2,000,000 aggregate
Builder's Risk / Installation Floater	Full replacement value of the work in progress

5.2 Additional Requirements

5.2.1 All insurance policies shall be issued by insurers licensed to do business in the Commonwealth of Puerto Rico and rated no less than A- VII by A.M. Best Company.

5.2.2 *vpnet* and, if required, RUS and USDA shall be named as Additional Insureds on the Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability policies.

5.2.3 All policies shall provide for thirty (30) days' prior written notice to *vpnet* in the event of cancellation, material modification, or non-renewal, except that ten (10) days' prior written notice shall be acceptable in the case of cancellation for non-payment of premium.

5.2.4 The Selected Respondent shall require all subcontractors to maintain equivalent insurance coverage and shall provide evidence of such coverage upon request by *vpnet*.

5.2.5 Certificates of Insurance evidencing all required coverage, together with endorsements naming *vpnet* as Additional Insured, shall be submitted to *vpnet* prior to the commencement of any work and shall be updated upon each policy renewal throughout the duration of the contract.

5.2.6 The maintenance of required insurance coverage shall not relieve the Selected Respondent of any liability or obligation under the contract.

5.3 Certification

By signing below, the Proposer certifies that, if selected, it will obtain and maintain all insurance coverage required under this Attachment 5 and will provide Certificates of Insurance and required endorsements to *vpnet* prior to commencement of any work under the contract.

Field	Response
Authorized Signature	
Printed Name	
Title	
Organization	
Date	

ATTACHMENT 6 — STATEMENT OF QUALIFICATIONS

IFB #2026-001 — Underground Fiber Optic Network Construction *vpnet* — ReConnect Program Round 4

6.1 Organization Overview

Field	Response
Legal Name of Organization	
Year Established	
Number of Full-Time Employees	
Number of Field / Construction Personnel	
Primary Business Activity	
Percentage of Revenue from Fiber / OSP Construction	
Annual Revenue (most recent fiscal year, approximate)	

6.2 Relevant Experience

Describe the organization's experience in underground and fiber optic network construction, outside plant (OSP) construction, and any experience with USDA RUS or ReConnect Program-funded projects. Attach additional pages if necessary.

6.3 Key Personnel

List the key personnel proposed for this project, including their roles, qualifications, and years of relevant experience.

Name	Proposed Role	Certifications / Licenses	Years of Experience
	Project Manager		
	Field Superintendent		
	Lead Fiber Splicer		
	Safety Officer		
	Quality Control Manager		
	Other (specify)		

6.4 Equipment

List the major equipment owned or leased by the Proposer that will be available for use on this project.

Equipment Type	Make / Model	Quantity	Owned / Leased
Directional Drilling Machine (HDD)			
Excavator / Trencher			
Cable Pulling Equipment			
Fiber Splicing Equipment (OTDR, Fusion Splicer)			
Lift / Bucket Truck			
Compaction Equipment			
Other (specify)			

6.5 Financial Capacity

6.5.1 Provide a brief statement regarding the organization's financial capacity to undertake a project of this scope and magnitude, including access to bonding and credit facilities:

6.5.2 Bonding Capacity:

Field	Response
Surety Company Name	
A.M. Best Rating of Surety	
Single Project Bonding Capacity	
Aggregate Bonding Capacity	
Surety Agent Name and Contact Information	

6.6 Subcontractors

List all proposed subcontractors, their roles, and their relevant qualifications. Attach additional pages if necessary.

Subcontractor Name	Scope of Work	Puerto Rico License No.	Years of Experience

6.7 Certification

By signing below, the Proposer certifies that all information provided in this Statement of Qualifications is true, accurate, and complete to the best of its knowledge and belief.

Field	Response
Authorized Signature	
Printed Name	
Title	
Organization	
Date	

ATTACHMENT 7 — LIST OF COMPARABLE PROJECTS

IFB #2026-001 — Underground Fiber Optic Network Construction *vpnet* — ReConnect Program Round 4

Proposers shall provide information for a minimum of three (3) and a maximum of five (5) comparable projects completed within the past seven (7) years. Comparable projects shall involve underground and/or fiber optic or telecommunications outside plant network construction of similar technical complexity to this project. Projects with a contract value of $500,000 USD or more are presumed to demonstrate comparable scale. Proposers submitting projects below $500,000 shall provide a brief narrative explaining why the project is comparable in technical complexity, construction methods, or scope to the work described in this IFB. Projects may be submitted regardless of whether the Proposer performed as prime contractor, joint venture partner, or key subcontractor, provided the Proposer clearly identifies its role and the specific scope of work it performed. Federally funded projects, including USDA RUS or ReConnect Program projects, shall be identified as such and will be viewed favorably

Project 1

Field	Response
Project Name / Title	
Owner / Client Name	
Owner / Client Contact Name	
Owner / Client Telephone	
Owner / Client Email	
Project Location (City, State)	
Contract Value (USD)	
Project Start Date	
Project Completion Date	
Scope of Work (brief description)	
Total Route Miles (Underground)	
Total Route Miles	
Number of Service Drops	
Number of Hand Holes / Splice Enclosures	
Federally Funded?	[ ] Yes — Program: _____ [ ] No
Role of Proposer	[ ] Prime Contractor [ ] Subcontractor

Project 2

Field	Response
Project Name / Title	
Owner / Client Name	
Owner / Client Contact Name	
Owner / Client Telephone	
Owner / Client Email	
Project Location (City, State)	
Contract Value (USD)	
Project Start Date	
Project Completion Date	
Scope of Work (brief description)	
Total Route Miles (Underground)	
Total Route Miles	
Number of Service Drops	
Number of Hand Holes / Splice Enclosures	
Federally Funded?	[ ] Yes — Program: _____ [ ] No
Role of Proposer	[ ] Prime Contractor [ ] Subcontractor

Project 3

Field	Response
Project Name / Title	
Owner / Client Name	
Owner / Client Contact Name	
Owner / Client Telephone	
Owner / Client Email	
Project Location (City, State)	
Contract Value (USD)	
Project Start Date	
Project Completion Date	
Scope of Work (brief description)	
Total Route Miles (Underground)	
Total Route Miles	
Number of Service Drops	
Number of Hand Holes / Splice Enclosures	
Federally Funded?	[ ] Yes — Program: _____ [ ] No
Role of Proposer	[ ] Prime Contractor [ ] Subcontractor

Certification

By signing below, the Proposer certifies that all project references listed above are accurate, verifiable, and representative of work performed by the Proposer, and that the contact information provided is current to the best of its knowledge.

Field	Response
Authorized Signature	
Printed Name	
Title	
Organization	
Date	

ATTACHMENT 8 — NON-CONFLICT OF INTEREST CERTIFICATION

IFB #2026-001 — Underground Fiber Optic Network Construction *vpnet* — ReConnect Program Round 4

Certification

I, the undersigned authorized representative of the organization identified below, hereby certify, represent, and warrant the following:

8.1 Neither the Proposer nor any of its officers, directors, employees, agents, or subcontractors has any financial interest, direct or indirect, in any contract or subcontract arising from this IFB, other than through the submission of this Proposal and any resulting award to the Proposer.

8.2 Neither the Proposer nor any of its officers, directors, employees, agents, or subcontractors has participated, directly or indirectly, in the preparation of the specifications, scope of work, evaluation criteria, or any other element of this IFB in a manner that would give the Proposer an unfair competitive advantage over other Proposers.

8.3 Neither the Proposer nor any of its officers, directors, employees, agents, or subcontractors has any personal, financial, or business relationship with any officer, director, employee, or agent of *vpnet* that could constitute a conflict of interest with respect to this IFB or any resulting award, except as disclosed below.

8.4 The Proposer shall promptly disclose to *vpnet* any actual or potential conflict of interest that arises during the evaluation period or following any award under this IFB.

Disclosure of Relationships (complete if applicable)

If the Proposer has any relationship with officers, directors, employees, or agents of VPNet Inc. that should be disclosed, describe such relationship below. If no disclosure is required, state "None."

Signature

Field	Response
Authorized Signature	
Printed Name	
Title	
Organization	
Date	

ATTACHMENT 9 — NON-CONFLICT OF INTEREST CERTIFICATION ON EXISTING OR PENDING CONTRACTS

IFB #2026-001 — Underground Fiber Optic Network Construction *vpnet* — ReConnect Program Round 4

Certification

I, the undersigned authorized representative of the organization identified below, hereby certify, represent, and warrant the following:

9.1 The Proposer does not currently hold, nor does it have pending, any contract, agreement, or arrangement with *vpnet*, USDA, RUS, or any federal, Commonwealth, or municipal agency that would create a conflict of interest with respect to this IFB or any resulting award, except as disclosed below.

9.2 The Proposer is not aware of any existing or pending contract, agreement, or arrangement involving any of its officers, directors, employees, agents, or proposed subcontractors that would create a conflict of interest with respect to this IFB or any resulting award, except as disclosed below.

9.3 The Proposer acknowledges that any undisclosed conflict of interest discovered after award may result in termination of the contract and referral to appropriate authorities.

Disclosure of Existing or Pending Contracts (complete if applicable)

If the Proposer holds or has pending any contract, agreement, or arrangement that should be disclosed, describe it below. If no disclosure is required, state "None."

Signature

Field	Response
Authorized Signature	
Printed Name	
Title	
Organization	
Date	

ATTACHMENT 10 — LIMITED DENIAL OF PARTICIPATION, SUSPENSION OR DEBARMENT STATUS AFFIDAVIT

IFB #2026-001 — Underground Fiber Optic Network Construction *vpnet* — ReConnect Program Round 4

Certification

I, the undersigned authorized representative of the organization identified below, hereby certify, represent, and warrant the following under penalty of perjury:

10.1 Neither the Proposer nor any of its principals, officers, directors, partners, or proposed subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally assisted transactions or programs by any federal department or agency.

10.2 Neither the Proposer nor any of its principals, officers, directors, partners, or proposed subcontractors has, within the preceding three (3) years, been convicted of or had a civil judgment rendered against it for: (a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract; (b) violation of federal or state antitrust statutes; (c) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

10.3 Neither the Proposer nor any of its principals, officers, directors, partners, or proposed subcontractors is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any offense enumerated in Section 10.2 above.

10.4 Neither the Proposer nor any of its principals, officers, directors, partners, or proposed subcontractors has, within the preceding three (3) years, had one or more public transactions (federal, state, or local) terminated for cause or default.

10.5 The Proposer is registered and in good standing in SAM.gov (System for Award Management) and its registration is current and active as of the date of this Proposal submission.

10.6 Where the Proposer is unable to certify to any of the statements above, the Proposer shall attach an explanation to this Affidavit.

Disclosure (complete if applicable)

If the Proposer cannot certify any of the statements above, provide a full explanation below. If no disclosure is required, state "None."

Signature

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Field	Response
Authorized Signature	
Printed Name	
Title	
Organization	
Date	

ATTACHMENT 11 — NON-COLLUSIVE AFFIDAVIT

IFB #2026-001 — Underground Fiber Optic Network Construction *vpnet* — ReConnect Program Round 4

Affidavit

I, the undersigned, being duly sworn, do hereby depose and certify that:

11.1 I am the (Title) of (Organization), the Proposer submitting this Proposal in response to IFB #2026-001.

11.2 I am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.

11.3 Such Proposal is genuine and is not a collusive or sham Proposal.

11.4 Neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including the affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with this IFB, or to refrain from submitting a Proposal in connection with this IFB, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against *vpnet* or any person interested in the proposed contract.

11.5 The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including the affiant.

Notarization

Subscribed and sworn to me this _____ day of _____, 20____.

Field	Response
Authorized Signature	
Printed Name	
Title	
Organization	
Notary Public Signature	
Notary Public Printed Name	
Notary Public Commission Number	
Notary Public Commission Expiration Date	
Notary Seal	*(Affix Notary Seal Here)*

ATTACHMENT 12 — SWORN STATEMENT UNDER ACT 2-2018 (PUERTO RICO)

IFB #2026-001 — Underground Fiber Optic Network Construction *vpnet* — ReConnect Program Round 4

Background

Act 2-2018, known as the Puerto Rico Fiscal Agency and Financial Advisory Authority Act, and related procurement regulations require that any person or entity contracting with a government-related or federally funded entity in Puerto Rico certify compliance with applicable tax obligations and that it is not in default with the Puerto Rico Department of Treasury (Hacienda) or any other Commonwealth agency.

Certification

I, the undersigned authorized representative of the organization identified below, hereby certify and swear under penalty of perjury that:

12.1 The Proposer is current in all tax filing and payment obligations to the Puerto Rico Department of Treasury (Hacienda) and has no outstanding tax debts, liens, or judgments with respect to Puerto Rico taxes, except as disclosed below.

12.2 The Proposer is current in all filing and payment obligations with the Puerto Rico Department of Labor and Human Resources, the State Insurance Fund (Fondo del Estado), and the Puerto Rico Municipal Revenue Collection Center (CRIM), except as disclosed below.

12.3 The Proposer has not been sanctioned, fined, or penalized by any Commonwealth of Puerto Rico agency or instrumentality within the past three (3) years in connection with any public contract or procurement, except as disclosed below.

12.4 The Proposer acknowledges that any misrepresentation in this sworn statement may result in disqualification from this and future procurements and may subject the Proposer to criminal penalties under applicable Puerto Rico law.

Disclosure (complete if applicable)

If the Proposer cannot certify to any of the statements above, provide a full explanation below. If no disclosure is required, state "None."

Notarization

Subscribed and sworn to before me this _____ day of _____, 20____.

Field	Response
Authorized Signature	
Printed Name	
Title	
Organization	
Notary Public Signature	
Notary Public Printed Name	
Notary Public Commission Number	
Notary Public Commission Expiration Date	
Notary Seal	*(Affix Notary Seal Here)*

ATTACHMENT 13 — ANTI-LOBBYING CERTIFICATION

IFB #2026-001 — Underground Fiber Optic Network Construction *vpnet* — ReConnect Program Round 4

Background

In accordance with Section 1352, Title 31, United States Code, and the implementing regulations at 2 CFR Part 418, any person or organization that applies for or receives a federal award, contract, grant, loan, or cooperative agreement in excess of $100,000 must file the certification required by this Attachment. This requirement applies to the Proposer and to all proposed subcontractors whose subcontracts will exceed $100,000.

Certification

I, the undersigned authorized representative of the organization identified below, hereby certify, to the best of my knowledge and belief, that:

13.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

13.2 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 Proposer shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

13.3 The Proposer 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.

13.4 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, United States 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.

Disclosure of Lobbying Activities (complete if applicable)

If the Proposer has paid or will pay any non-federal funds for lobbying activities in connection with this IFB or any resulting federal award, the Proposer must complete and attach Standard Form LLL, "Disclosure Form to Report Lobbying." If no disclosure is required, state "None."

Signature

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Field	Response
Authorized Signature	
Printed Name	
Title	
Organization	
SAM.gov UEI Number	
Date	

ATTACHMENT 14 — BUILD AMERICA, BUY AMERICA CERTIFICATION

IFB #2026-001 — Underground Fiber Optic Network Construction vpnet — ReConnect Program Round 4

Background

This project is subject to the Build America, Buy America Act (BABA), enacted under the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, Sections 70901–70953, and implemented through 2 CFR Part 184. All iron, steel, manufactured products, and construction materials used in this federally funded infrastructure project must be produced in the United States, unless a waiver has been approved in writing by USDA prior to procurement or installation.

Proposer Certification

I, the undersigned authorized representative of the organization identified below, hereby certify, to the best of my knowledge and belief, that:

14.1 The Proposer has reviewed the Build America, Buy America requirements applicable to this project under 2 CFR Part 184 and the Infrastructure Investment and Jobs Act, and understands that these requirements are separate from and in addition to the RUS Buy American requirements under 7 CFR Part 1787.

14.2 The Proposer has reviewed the material specifications for this project and has made reasonable inquiry into the domestic availability of all iron, steel, manufactured products, and construction materials proposed for use on this project.

14.3 To the best of the Proposer's knowledge and belief, all iron, steel, manufactured products, and construction materials that the Proposer proposes to incorporate into the project comply with the applicable BABA domestic content standards under 2 CFR Part 184, except for the following items for which the Proposer anticipates that a BABA waiver may be necessary:

(If no waiver is anticipated, state "None." If a waiver may be needed, list the material, the reason a waiver may be needed, and the applicable waiver category.)

Material	Reason Waiver May Be Needed	Waiver Category

14.4 The Proposer acknowledges that any BABA waiver must be requested by vpnet and approved in writing by USDA prior to the procurement or installation of non-compliant materials, and that materials incorporated into the project without an approved waiver and without meeting BABA requirements may be deemed ineligible for reimbursement with award funds.

14.5 If selected, the Proposer agrees to:

- Submit a complete BABA Material Compliance Schedule and manufacturer certifications prior to the issuance of a Notice to Proceed, as required under Section 6.4.7A.5 of the IFB.
- Maintain BABA compliance documentation throughout construction as required under Section 6.4.7A.6
- Provide a final BABA Compliance Certification and complete documentation package at contract closeout as required under Section 6.4.7A.7
- Include BABA flow-down provisions in all subcontracts and purchase orders involving materials subject to BABA requirements, as required under Section 6.4.7A.8

14.6 The Proposer understands that submission of a false certification under this Attachment may subject the Proposer to civil and criminal penalties under applicable federal law, including but not limited to the False Claims Act (31 U.S.C. §§ 3729–3733).

Field	Response
Authorized Signature	
Printed Name	
Title	
Organization	
SAM.gov UEI Number	
Date	

END OF INVITATION FOR BIDS

IFB #2026-001 — Underground Fiber Optic Network Construction *vpnet*. — ReConnect Program Round 4

vpnet thanks all Proposers for their interest and effort in responding to this Invitation for Bids. All submissions will be reviewed with care, diligence, and fairness in accordance with the evaluation criteria set forth herein.

Questions and submissions: propuestas@vpnet.net. Submission deadline: November 30, 2026, at 5:00 p.m. (EST)