



REQUEST FOR PROPOSALS

Fiber Optic Network Construction: Mingo County, WV (NTIA)

BID GIGABEAM: 040124-01

FINAL RESPONSE DUE DATE: June 7, 2024 @ 2:00 PM

GigaBeam Networks (GN) is seeking proposals for construction of an aerial Fiber Optic Network Project. This project will be constructed throughout Mingo County, West Virginia. Details are provided on attached **Document 1**.

All proposals must be electronically delivered to GigaBeam Networks.

GigaBeam Networks posts bid opportunities at its website - Bid Opportunities and RFPs / www.GigaBeam.net.

To submit a bid, contractors must pre-qualify by completing a Non-Disclosure Document and submitting to greggh@GigaBeam.net. The Non-Disclosure Document is enclosed. GigaBeam maintains electronic project plans and network designs. Qualified bidders will be provided a login to access read only capacity of the detailed design of the proposed project. Contractor(s) will be provided with a more permanent link to those files upon winning the project.

GIGABEAM's bidding schedule for this Project is as follows:

- A. Contractor invitation on April 17, 2024
- B. Bidders submit signed NDA to access Electronic Plans
- C. Questions due by Thursday, May 23, 2024, at 2:00 pm EST.
- D. Collective Responses to all bidders by Tuesday, May 28, 2024, Close of Business
- E. Bidders are to notify greggh@gigabeam.net by 4:00 pm EST on Thursday, May 30, 2024 of

intent to bid.

- F. Bids due by Friday, June 7, 2024, at 2:00 pm EST.
- G. Notice of award will be provided after bids are evaluated and approved.
- H. Awarded construction projects to commence post award notification.

GigaBeam is not obliged to accept proposals received after the date and time stated above.

Exceptions, if any, will be considered in the proposal evaluation in determining the successful bidder. Bidder must provide supporting documentation with its proposals for any exceptions.

GigaBeam reserves the right to reject any or all proposals, to waive any and all informalities and/or irregularities in the proposal, to negotiate and/or renegotiate with any vendor the terms of its proposal, and to accept any proposal which in its opinion may be in the best interest of GigaBeam.

This contract will allow for a 30 day transition period after award of contract. Pending Executive approval, contract will commence as soon as possible thereafter.

Each vendor's proposal shall constitute an offer to sell the goods or services sought by this Request for proposals. The award shall be made by execution of a contract mutually agreed upon by both parties.

Questions regarding this request for proposal should be submitted in writing to the person listed below. Questions may be emailed.

TO: Greg Hedrick

TITLE: Director of Construction, Projects, and Field Services

Email: gregh@GigaBeam.net PHONE: (540) 726-2317 ext. 255

Document 1

BID SPECIFICATIONS

Scope of Work for the **Mingo County Fiber Project**

PROJECT OVERVIEW

This document outlines the scope of work for the construction of fiber optic infrastructure project for GigaBeam throughout various areas of Mingo County, West Virginia. The project involves the installation of fiber cable to provide reliable and efficient Fiber to the Premise (FTTX) services. This is a grant funded project, and the project aims to enhance connectivity, improve network capacity, and meet the growing demands of the area.

The project is a partnership with Appalachian Power Company (APCo). Funding is provided through the National Telecommunications and Information Administration (NTIA). It is the second part of the larger Logan & Mingo County project.

This project will be bid in three sections (aerial fiber construction, fiber splicing, fiber drops to the premise (aerial and underground)). Bidders can be each section independently or collectively.

1. PROJECT OBJECTIVES

- 1.1. Install fiber optic aerial cable and associated infrastructure.
- 1.2. Perform splicing of fiber optic cable.
- 1.3. Perform customer drops from terminal to NID on Premises.
- 1.4. Ensure adherence to industry standards, testing, regulations, and safety protocols.
- 1.5. Complete the project within the specified timeline.

2. PROJECT DELIVERABLES

- 2.1. Complete installation and termination of fiber optic cable.
- 2.2. Establish connectivity and ensure proper functioning of the network.
- 2.3. Provide accurate as-built documentation, including cable routes, termination points, and equipment locations.
- 2.4. Conduct thorough testing and quality assurance to verify network performance.
- 2.5. Deliver all required project documentation, including monthly project reporting and labor reporting as required by Funding Agency, Grant, GigaBeam, and/or the Regional Commission.

- Project Tasks (Pre-Construction)

- 2.6. Develop, in coordination with GigaBeam, a detailed project plan, including timelines, milestones, and resource requirements.
- 2.7. It is the responsibility of the contractor to obtain WVDOH permits for road crossings, traffic control, etc.
- 2.8. Contractor must have valid WVDOH Certifications or qualified 3rd party traffic control when applicable.
- 2.9. Responsible for traffic control and traffic control permitting.
- 2.10. GigaBeam is responsible for acquiring railroad permits or building permits. An engineering firm has been hired to specifically obtain railroad permits.

2.11. GigaBeam is responsible for Make Ready and Pole Attachment Agreements. Make Ready is currently being conducted.

2.12. Coordinate with GigaBeam and other stakeholders regarding project objectives and expectations.

- Project Tasks (Construction Phase)

2.13. Install fiber optic cables, according to industry best practices.

2.14. Terminate and splice cables at designated points, ensuring proper connections and minimal signal loss.

2.15. Conduct testing to verify network connectivity, signal strength, and data transmission.

2.16. Install necessary equipment, such as terminals, anchors, slack loops, sno-shoes, etc. The installation of all rock anchors will be with prior approval of GigaBeam on an as needed basis.

2.17. Coordinate with GigaBeam staff with regular progress updates and identified issues associated with the construction process.

2.18. GigaBeam will provide all construction materials associated with the construction of the network (fiber, anchors, sno-shoes, etc.) Contractor will be responsible for any specific items needed outside of the construction process that will not be part of the permanent network.

2.19. Document all construction work sites before and after construction. This includes pictures and video of every work site. This is to protect the contractor and GigaBeam from inaccurate reports of property damage.

2.20. Weekly update calls with detailed information on project status.

2.21. Regular reporting and invoicing. This project is grant funded and requires regular detailed reports regarding construction progress as well as labor. Invoicing will also need to follow a standard timeline.

- Project Tasks (Post-construction)

2.22. Provide as-built documentation detailing cable routes, termination points, and equipment locations.

2.23. Conduct final testing and quality assurance to ensure compliance with project specifications.

2.24. Assist with the resolution of any post-construction issues or deficiencies.

2.25. Assist with any post-construction reporting.

3. PROJECT MANAGEMENT

3.1. Assign a dedicated project manager responsible for overseeing the entire project.

3.2. Regularly communicate progress, milestones, and challenges to GigaBeam's designated representative.

3.3. Coordinate with subcontractors, and relevant stakeholders to ensure efficient project execution.

3.4. Monitor project costs, timelines, and quality to stay within the allocated budget and schedule.

3.5. Implement effective risk management strategies to address any potential project risks or issues.

4. HEALTH, SAFETY, ENVIRONMENTAL

4.1. Adhere to all applicable health, safety, and environmental regulations and industry standards.

4.2. Implement proper safety protocols and provide personal protective equipment (PPE) for all workers.

4.3. Minimize disruptions to the local community and traffic flow during construction activities.

4.4. Dispose of construction waste and hazardous materials in accordance with legal requirements.

5. FUNDING AND LABOR REQUIREMENTS

5.1. This project is funded through federal and/or state grants. Thus, there are certain requirements that must be met as well as reporting requirements.

- 5.2. This is NOT a Davis Bacon project and there are no Prevailing Wage requirements. However, the contractor must report collective employment wages. Form will be provided.
- 5.3. GigaBeam will hold a 5% retainer until final inspection and acceptance of project.

6. ADDITIONAL REQUIREMENTS

- 6.1. Each Bidder shall also attach to their proposal statements and/or information relative to the numbered criteria below. Each statement shall be a separate exhibit.
- 6.2. Bidders shall provide unit pricing.
- 6.3. Provide a description of CONTRACTOR's ownership, legal form of organization, state of incorporation or organization, experience, manpower, and principal service area. The statement should describe the experience and technical competence of Bidder and its key personnel (managers and supervisors) who will be involved in this work. Please include copies of resumes for key personnel and identify their prospective role in fulfilling this requirement.
- 6.4. Furnish a West Virginia CONTRACTOR's License as required by the West Virginia Code, certifying that the CONTRACTOR is a licensed CONTRACTOR. List the expiration date, classification, and monetary limit under which the work will be performed.
- 6.5. CONTRACTOR has agreed to comply with the labor provisions of all applicable laws of the state in which work is performed, including West Virginia Code.
- 6.6. Furnish and maintain all necessary tools and equipment in good working order to always provide a safe work environment in compliance with all governing safety organizations.
- 6.7. Furnish evidence of all applicable insurance pursuant to the scope and magnitude.
- 6.8. Furnish a statement regarding the company's written safety policy and associated work procedures. Include with this the frequency of your safety meetings, whether or not you have a full time employee dedicated to employee safety (i.e., Safety Director) and describe your policy with regard to attendance at safety meetings (i.e. mandatory or voluntary participation).
- 6.9. Indicate whether your crew members are trained in current first aid practices and CPR in accordance with OSHA standards and state how often you "retrain" your employees in these skills.
- 6.10. Furnish a statement regarding your company's Drug Free Workplace Program.
- 6.11. Furnish a statement regarding your company's knowledge, training, and compliance with OSHA safety protocols. qualified journeyman lineman, as per OSHA requirements.
- 6.12. Provide a representative listing of at least five (5) companies for which the CONTRACTOR has done a substantial amount of line construction work. Please include the name, title, and phone number of the individual at each utility directly responsible for contract line construction, and the dates during which the CONTRACTOR has worked for each utility.
- 6.13. Identify all claims asserted against Bidder's firm or its employees during the past five years alleging that Bidder has breached any contract obligation or has failed to perform satisfactorily any contract obligation.
- 6.14. Bidder must express its agreement to all terms of the Contract on the **BID RESPONSE**

FORMS, Exhibit 1-A, or describe specific exceptions referenced to specific numbered paragraphs. A failure of a Bidder to accept terms of the Contract deemed material by GigaBeam may disqualify the Bidder.

- 6.15. Before submitting its bid, each Bidder must (a) examine the Contract documents thoroughly, (b) visit the plans on the electronic system to familiarize itself with local conditions that may in any manner affect performance of the work, (c) familiarize itself with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work, and (d) undertake such further inquiries and examinations as the Bidder deems appropriate and desirable to permit it to prepare its bid. Bids by a partnership shall be signed in the name of the partnership by at least one of the general partners of the partnership.
- 6.16. Bidding Pre-Qualification. GigaBeam maintains its network design and construction documents via an online platform. All perspective bidders shall pre-qualify by completing a Non-Disclosure Agreement (**ATTACHMENT 2**). Email Greg Hedrick at greggh@GigaBeam.net to obtain a copy of the agreement. Upon completion of the agreement, qualified bidders will be given a limited access login to view the various details and design of the project. Once bids are awarded, the winning bidder will be granted their own login access to the platform throughout the project.
- 6.17. Bidding Questions. GigaBeam will provide a time for all bidding questions to be submitted. GigaBeam will provide a list of all questions and responses to all qualifying bidders.
- 6.18. All responding Bidders will be notified after the bid evaluation is complete. GB reserves the right to reject any and all bids, the right to waive any and all informalities, and the right to disregard all nonconforming or conditional bids or counterproposals. GB shall be the sole arbiter of the conformity of bids to this Specification.
- 6.19. Bidders warrant that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. CONTRACTOR will not discriminate against any employee or applicant because of disability, so long as an applicant with such disability is qualified for employment. CONTRACTOR will take ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, or disability.
- 6.20. Final selection will be based on such factors as GigaBeam in its sole discretion deems relevant, including, without limitation, rates, financial stability, a survey of referenced long-term customers of Bidder, and the overall quality of the equipment and organization proposed for this Contract.

7. SCOPE OF WORK

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified companies seeking to provide construction crew(s) for the new construction of our Fiber Optic Infrastructure Project in Mingo County, West Virginia.

7.1. The contractor must also supply crews as needed for overhead construction, as the work dictates.

7.2. The CONTRACTOR shall furnish all necessary and appropriate supervision, labor, equipment,

tools, transportation, and other resources to perform construction. This work will be of good quality, free from faults and defects as called for in strict accordance with the Contract and Specifications.

- Underground construction is not expected, except for those bidding on drops.

7.3. All construction shall comply with GB standards and specifications as put forth. CONTRACTOR's work shall be guaranteed for one (1) calendar year from the start of work on any given circuit.

7.4. All work performed by the CONTRACTOR will be subject to the inspection of GBs Representatives, and payment will be withheld for any work not complying with the prescribed plans and Specifications until deficiencies are corrected. CONTRACTOR shall correct any deficiencies (rework) of a completed circuit within thirty (30) business days upon notification from GIGABEAM or GIGABEAM Project Representative. If after thirty (30) calendar days or upon notification from CONTRACTOR that rework is complete, and GIGABEAM or GIGABEAM Project Representative determines that areas have still not been completed satisfactorily, GIGABEAM may elect to use other resources, including but not limited to competing CONTRACTORS to correct deficiencies and deduct cost from CONTRACTOR's payment and/or performance bond. GIGABEAM will use past CONTRACTOR performance in evaluating future CONTRACTOR bids.

- Prior to the beginning of each project, GIGABEAM will furnish the CONTRACTOR access to the online set of project plans.

7.5. In completing the Work hereunder, CONTRACTOR shall comply with all applicable commonly accepted industry regulations and laws, including but not limited to; *OSHA and WVDOH*. If any provision of the Specifications conflicts with any of these laws and regulations, the laws and regulations shall prevail.

8. PERSONNEL QUALIFICATIONS AND TRAINING

8.1. CONTRACTOR shall comply with all local, state, and federal regulations and all workers must have sufficient skill and experience to perform properly and safely the work assigned to them. GIGABEAM shall have the right to require removal from responsibility for any work under the Contract, any employee of CONTRACTOR, or any approved subcontractor who, in the opinion of GIGABEAM, does not perform his/her work in a proper, safe, and skillful manner or is disrespectful, intemperate, disorderly, or otherwise objectionable to GIGABEAM.

8.2. CONTRACTOR employee safety training and following said training is the responsibility of the CONTRACTOR. Safety violations may also result in disciplinary action up to and including termination.

8.3. GIGABEAM expects CONTRACTOR's work force to be fully trained and thoroughly familiar with all aspects of fiber optic utility construction before beginning work on GIGABEAM system. CONTRACTOR shall present GIGABEAM or GIGABEAM's Project Representative with

a detailed list of personnel by crew, by name, experience and identify specific training they have received on safety and utility work upon request by GIGABEAM or GIGABEAM's Project Representative. As new personnel or crews are added, CONTRACTOR shall continue to follow these procedures.

9. EQUIPMENT

- 9.1. The CONTRACTOR's equipment shall be kept in neat appearance and in good operating condition at all times and shall comply with applicable local, state, and federal standards and regulations. All vehicles will be equipped with adequate first-aid and safety supplies and traffic control devices that comply with applicable safety standards. CONTRACTOR shall notify GIGABEAM of any inoperable equipment and remove it from the job immediately for repair or replacement. If a significant piece of equipment is, in the judgment of GIGABEAM, chronically inoperable, CONTRACTOR may be required to remove the crew using such equipment.
- 9.2. Equipment shall be removed from service for cleaning, maintenance, or repair, including, without limitation, washing and cleaning of vehicles; fueling of vehicles; oil or antifreeze changes. CONTRACTOR shall routinely check for leaks (oil, gas, antifreeze, etc.) and immediately remove equipment from service for maintenance, or repair, if a leak is discovered, the spill must be cleaned up immediately.

10. WORKER AND VEHICLE IDENTIFICATION

- 10.1. The CONTRACTOR's employees shall always wear clothing, badges, or other apparatus, identifying them as employees of the CONTRACTOR. CONTRACTOR's employees shall identify themselves by name and position at any time requested by the public or a GIGABEAM Representative. GIGABEAM, at its own discretion, may require CONTRACTOR employees to wear identification badges.
- 10.2. Each vehicle shall be marked with CONTRACTOR's insignia, name, and number designating it as property of the CONTRACTOR. GIGABEAM, at its own discretion, may furnish and require the CONTRACTOR to display on their equipment signs identifying them as contracted to GIGABEAM.

11. SAFETY SIGNS AND TRAFFIC CONTROL

- 11.1. CONTRACTOR shall comply with all applicable laws, regulations, and standards describing traffic safety and control procedures and shall post appropriate signs, barricades, and flagmen to protect against dangers associated with CONTRACTOR's activities.

12. METHODS OF OPERATION

- 12.1. CONTRACTOR shall utilize reasonable working hours when working around residences, churches, places of business, etc. CONTRACTOR shall apply to GIGABEAM or GIGABEAM's Project Representative in writing for approval to work outside of normal GIGABEAM working

times which are Monday – Friday; 7:00am - 4:00pm, or on GIGABEAM designated holidays. Holidays observed by GIGABEAM are: New Year’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the day after Thanksgiving, Christmas Eve, and Christmas Day.

12.2. CONTRACTOR shall abide by all local ordinances regarding restrictions on working hours. This particularly includes noise ordinances of respective communities within the GIGABEAM system.

12.3. CONTRACTOR shall provide GIGABEAM full information in advance as to its proposed approach to the work. GIGABEAM may require CONTRACTOR to modify its approach to completion of the work, and CONTRACTOR shall promptly comply with such instructions. Neither compliance with such instructions nor failure of GIGABEAM to issue such instructions shall relieve CONTRACTOR from its obligations under the Contract, including, without limitation, its obligations concerning safety, quality of work, and the rate of progress required by GIGABEAM. CONTRACTOR alone shall be responsible for the safety, adequacy, and efficiency of its plant, equipment, and methods.

13. WORK MANAGEMENT AND SUPERVISION

13.1. CONTRACTOR shall designate a duly authorized manager, superintendent, supervisor, or foreman who shall be available during all periods of work undertaken by CONTRACTOR. The Supervisor shall be a fully qualified, possessing the necessary certifications and license. The Supervisor shall be fully authorized to act for the CONTRACTOR, to receive whatever instructions may be given by GIGABEAM, and to cause compliance by all of CONTRACTOR's forces with such instructions.

13.2. The Supervisor or his/her assistant shall be available by telephone, cellular phone, or a two-way radio during all periods of work undertaken by CONTRACTOR.

13.3. The Supervisor shall update the GIGABEAM project representative weekly (minimum) on areas that CONTRACTOR has worked with details on type and amount of work completed such that GIGABEAM may maintain a mapping plan of the construction updates.

13.4. The GIGABEAM project representative will direct and schedule all construction areas with the Supervisor.

14. COMMUNICATION

14.1. General Foremen and Supervisor are required to attend an orientation meeting with GIGABEAM and/or GIGABEAM’s Project Representative before starting ANY work on the GIGABEAM system. It shall be the responsibility of the General Foremen and/or Supervisor to provide training to all CONTRACTOR crews to ensure work is completed in compliance with GIGABEAM contract specifications.

15. ENVIRONMENTAL COMPLIANCE; PERMITS

- 15.1 CONTRACTOR shall comply with all applicable local, state, and federal environmental ordinances, laws, and regulations. All work along streams, creeks, rivers, and wetlands shall be performed in accordance with local, state, and federal regulations and in compliance with Best Management Practices (BMPs). Crossing streams, creeks, rivers and wetlands with vehicles or equipment must be avoided if there is a practical alternative that can be used. The crossing of streams, creeks, rivers, and wetlands is allowable provided all federal, state, and local regulatory requirements are met, all appropriate permits are obtained, and GIGABEAM is notified prior to the crossing. CONTRACTOR is required to repair all disturbances or damage to streams, creeks, rivers, and wetlands using BMPs approved by GIGABEAM.
- 15.2 CONTRACTOR shall not use, store, or dispose of Hazardous Substances on GIGABEAM property, easements, or rights-of-way or on the property of customers.
- 15.3 Waste / debris shall be transported and disposed of at locations in compliance with applicable ordinances, laws, and regulations.
- 15.4 CONTRACTOR shall be responsible for obtaining, maintaining, and complying with all necessary permits specifically not obtained by GIGABEAM.
- 15.5 GIGABEAM shall be responsible for all major tree trimming, CONTRACTOR shall be responsible for any minor tree trimming. Trimming responsibilities to be determined on an individual project basis between both parties. Clearance will be addressed by the GIGABEAM during project planning meetings.

16. PROPERTY OWNER NOTIFICATION AND CONSENT; EXTENT OF INGRESS and EGRESS

- 16.1. For ingress and egress easements, CONTRACTOR will contact and explain to property owners the type and extent of work needed on their property or plan for the scope of work. Most of the construction will be in existing power company right of way. However, it will still be the CONTRACTOR's responsibility to coordinate with the property owner for entry into property and to advise the owner(s) of any incomplete work on their property. The CONTRACTOR and his employees shall also be prepared to answer any customer questions as to the reasons for the type or extent of the work or to direct them to the proper person who can respond in a prompt manner.

17. EVALUATIONS AND COMPLETION

- 17.1. GIGABEAM or GIGABEAM's Project Representative will evaluate CONTRACTOR performance for each project at the conclusion of the work based on components such as framing/ splicing / anchoring techniques, worksite cleanliness, quantity of work, quality of work, customer relations, and responsiveness to problems and their resolution and effectiveness in completing work without rework. CONTRACTOR shall be provided with a copy of the evaluation report upon written request. CONTRACTOR performance evaluations shall be utilized concerning future construction management CONTRACTOR bids.

18. CUSTOMER SERVICE/QUALITY CONTROL

- 18.1. CONTRACTOR shall be solely responsible for prevention of damage from work undertaken pursuant to the Contract and for all injury, damage, or loss caused by CONTRACTOR's negligent or willful acts or omissions during performance of the work. All reasonable precautions shall always be taken to protect

the work and to protect against injury, damage, or loss arising out of the work. GIGABEAM reserves the right to specify additional actions to prevent injury, damage, or loss arising out of the work.

- 18.2. CONTRACTOR shall, at its own expense, reimburse injured parties for all injury, damage or loss caused by CONTRACTOR's negligent or willful acts or omissions during performance of the work under this Contract.
- 18.3. GIGABEAM or GIGABEAM's Project Representative shall maintain communication with CONTRACTOR General Foreman and/or Supervisor regarding identified agreements with customers regarding deviations of protocol of this contract.
- 18.4. CONTRACTOR must ensure one person of each crew is fluent in English and he/she must be always available and at all worksites to courteously and adequately address any inquiries from the customer regarding construction activities. This designated contact shall be alert and receptive to potential customer communication in addition to any duties so designated on the given crew.
- 18.5. When work needs to be performed in backlots, the crew's customer contact is required to knock on the customer's door and notify them. If the customer is not at home, the crew may proceed with the work, however, trucks and other heavy equipment shall not be taken onto customer's properties without permission. CONTRACTOR shall utilize the right-of-way to gain access to all properties where practical. Any other access to the right-of-way shall be arranged between CONTRACTOR and respective property owner, including railroad and West Virginia Department of Transportation (WVDOH) access. All fences must be maintained during the work and all gates will be left as found (open/closed) while gaining access to the right-of-way.
- 18.6. Documentation with pictures and video is essential for all worksites and whenever crews enter or leave a premise. This evidence protects the CONTRACTOR and GIGABEAM.
- 18.7. Equipment, components, and debris shall be handled in such a manner as to avoid obstructing roads, paths, or waterways, except as may be required, as defined by GIGABEAM or GIGABEAM's Project Representative. All worksites shall be cleared daily and left free of equipment, components, debris, and litter, except as may be required, as defined by GIGABEAM or GIGABEAM's Project Representative. It shall be the financial and physical responsibility of CONTRACTOR to daily dispose of all components resulting from activities and removal process. If for reasons beyond the control of CONTRACTOR, they find they are unable to remove components, debris, and litter from customer(s) premises that day, CONTRACTOR shall request approval from GIGABEAM or GIGABEAM's Project Representative to remove such components at a later date and notify customer(s), providing a date of when the worksite will be cleared. If customer(s) is unavailable for such notification, CONTRACTOR shall notify GIGABEAM and/or GIGABEAM's Project Representative.
- 18.8. CONTRACTOR shall use extreme care when cutting brush or trees that are close to or touching power wires and shall prevent breaking the wire or slapping two wires together or in any other way disrupting service. If any damage to wires or interruption to service occurs, CONTRACTOR shall notify GIGABEAM Operations Dispatcher or GIGABEAM Project Representative immediately. If GIGABEAM determines that the damage is the result of CONTRACTOR negligence, CONTRACTOR shall pay to repair the damage and all other losses associated with CONTRACTOR's actions including lost revenue if requested by GIGABEAM.

If other utility wires (i.e., telephone, cable television, etc.) are damaged or service disrupted due to CONTRACTOR activity within the right-of-way, CONTRACTOR is responsible for contacting the affected utility and restoring service to the customer.

- 18.9. CONTRACTOR shall prevent damages to customer's properties by following proper procedures, including, but not limited to, the use of ropes when necessary to prevent components from falling and damaging service drops, landscaping, fences, outbuildings, and other property, including lawns. If property damage occurs, CONTRACTOR shall notify GIGABEAM or GIGABEAM's Project Representative and customer(s) and provide a date for repairing the damage. If customer(s) is not available for notification, CONTRACTOR shall notify GIGABEAM or GIGABEAM's Project Representative to leave door hanger with precise date for repair of damages. CONTRACTOR is responsible for all property damage liability incurred during the work indemnifying and holding harmless GIGABEAM and/or GIGABEAM's employees and/or representatives. CONTRACTOR shall provide a copy of a written release form from affected customer ensuring repairs to damages have been properly rectified upon GIGABEAM request.
- 18.10. GIGABEAM reserves the right to remove ANY/ALL CONTRACTOR employees that, in the sole opinion of GIGABEAM, may do harm to GIGABEAM-Customer positive relations. GIGABEAM expects CONTRACTOR to perform due diligence regarding positive customer relations.

19. PAYMENT & PERFORMANCE BOND REQUIREMENTS

19.1. CONTRACTOR shall provide a performance bond in the amount of the bid price plus ten percent (10%) for awarded contracts that exceed ten thousand dollars (\$10,000) to GIGABEAM before the work shall commence. Awarded contracts of less than ten thousand dollars (\$10,000) shall not require a performance bond. CONTRACTOR(S) awarded multiple projects shall provide individual performance bonds for each awarded project. Each performance bond shall be in force until the satisfactory completion and/or until the term end of Contract period of contracted work.

19.2. The following securities or cash may be substituted at the percentage rate required for bond; they are:

- United States treasury bonds, United States treasury notes, United States treasury bills;
- Certificates of deposit or other deposits irrevocably pledged from a state or national bank having an office in West Virginia or a state or federal savings and loan association having an office in West Virginia;
- A letter of credit from a state or national bank having its principal office and/or reliable branches in West Virginia. The terms and conditions of any letter of credit shall be subject to approval of GIGABEAM. All letters of credit shall be accompanied by an authorization of the CONTRACTOR to deliver funds to the bank issuing the letter, or;
- Cash; cash to be deposited into a non-interest bearing account for the Contract period.

20. BILLING AND PAYMENT REQUIREMENTS

20.1. Payment for work performed shall be billed and submitted monthly by CONTRACTOR. CONTRACTOR(S) awarded multiple projects shall submit itemized billings for each project.

20.2. CONTRACTOR shall invoice GIGABEAM for itemized work performed in full, according to above.

20.3. Payment for project work performed shall be billed by CONTRACTOR as completed unit work corresponding to bid amount. Units billed shall be reflected on the submitted invoice from CONTRACTOR and should be billed on a monthly basis.

20.4. ALL invoiced billings shall be submitted to:

GigaBeam Networks
Attention: Accounting
P. O. Box 135
Rich Creek, VA 24147

And emailed to the following addresses:

Accounting –Jstreet@gigabeam.net or matt@gigabeam.net

DOCUMENT 1-1
GIGABEAM PROJECT CONTRACT

This agreement, made this _____ day of _____ between,

GigaBeam Networks LLC, party of the first part, hereinafter called "GIGABEAM" and, having its principal offices at 387 Old Virginia Ave., Rich Creek, Virginia, 24147, and registered to do business in the State of West Virginia; and _____, party of the second part, hereinafter called "CONTRACTOR".

Witness, that for and in consideration of the covenants and agreements hereinafter mentioned, to be performed by the parties hereto, and the payment hereinafter agreed to be made, it is mutually agreed as follows:

1. CONTRACTOR agrees to furnish all supervision, labor, tools, transportation, equipment, and materials necessary to perform construction work on GIGABEAM's transmission and distribution infrastructure, specifically (Fiber Construction, Splicing, and/or Drop Installations) (Circle the appropriate work). Construction to include the installation of the appropriate equipment, cabling, and services as required within the GIGABEAM service territory, and to dispose of the debris resulting from such work, as directed by GIGABEAM, and in accordance with the bid specification (Document 1).
 - 1.1. Material will be supplied by GIGABEAM and picked-up/ transported by CONTRACTOR as needed from the GIGABEAM storage facilities in Mingo County (transportation costs assumed by CONTRACTOR).
2. CONTRACTOR agrees to secure all permits and licenses of a temporary nature necessary for the prosecution of the work to be performed hereinafter and to pay all charges and fees required for such permits and licenses. GIGABEAM will cooperate with CONTRACTOR in such permitting.
 - 2.1. CONTRACTOR agrees to obtain consent or permission for the necessary work from the property owner or public authorities having ownership or control over each property requiring ingress and egress. If permission to do any work cannot be obtained, such work shall not be done, and all such omissions shall be reported to GIGABEAM. No further action shall be taken in such cases except upon the mutual agreement of the parties hereto. GIGABEAM will cooperate with CONTRACTOR in such permission to remedy the situation.
3. CONTRACTOR agrees to perform all work to the complete satisfaction of GIGABEAM and in accordance with all municipal, county, state and other local laws, ordinances, and regulations applicable to said work. All work shall be performed in accordance with standards outlined in Document 1 for such work.
4. CONTRACTOR agrees that its personnel and equipment shall meet requirements of Document 1, and all work shall be done, and all complaints handled by CONTRACTOR with due regard for GIGABEAM's public relations.

5. CONTRACTOR agrees that complaints of any nature received from property owners or public authorities shall receive immediate attention and that all efforts shall be made to affect a prompt adjustment. All complaints, and any action taken by CONTRACTOR in connection with such complaints, shall be reported to GIGABEAM.
 - 5.1. It is understood that CONTRACTOR does not represent GIGABEAM and has no authority to obligate GIGABEAM for any payment or benefit of any kind to any person.
6. CONTRACTOR agrees to abide by all laws pertaining to traffic control by keeping the necessary guards and protective devices at locations where work is being performed to prevent accidents or damage to the property of GIGABEAM or the public.
7. CONTRACTOR agrees to abide by the unit pricing that is provided to GIGABEAM through its bid for work associated with this project.
8. CONTRACTOR agrees to indemnify, save harmless, and defend GIGABEAM, and, their agents, officers, servants, employees and insurers from and against any and all liability for loss, damage, or expense which GIGABEAM may suffer or for which GIGABEAM may be held liable by reason of any injury (including death) or damage to any property arising out of negligence on the part of CONTRACTOR or any of its representatives or employees in the execution of the work to be performed thereunder.
9. CONTRACTOR shall maintain throughout the term of this Contract statutory worker's compensation insurance and policies of liability insurance covering the risk assumed in performance of work under this Contract. General liability insurance shall be maintained during the term of this Contract and shall have minimum policy limits of \$1,000,000 for personal injury to or death of any one person, and \$2,000,000 aggregate for any one accident. Vehicle insurances limits shall be \$1,000,000 each occurrence and aggregate \$1,000,000. The general liability and vehicle insurance shall have minimum policy limits at \$1,000,000 for property damage. GIGABEAM shall be listed as an additional insured under all such policies.
10. This agreement shall be binding upon the parties hereto and their heirs, executors, administrators, and assigns.
11. This agreement is not intended to constitute an agreement of hiring under the provisions of any workmen's compensation or unemployment compensation law, and old age benefit law, or any similar law, and it shall not be so construed. CONTRACTOR agrees to accept full and exclusive liability for the payment of contributions or taxes imposed under such laws by the Federal and/or State Government which are measured by remuneration paid to CONTRACTOR'S employees.
12. Should CONTRACTOR fail to carry out the work to the satisfaction of GIGABEAM, or to comply with any of the provisions of this agreement, GIGABEAM may terminate this Contract upon twenty-four (24) hours written notice to CONTRACTOR.
13. The CONTRACTOR shall take whatever legally and morally acceptable precautions necessary to preclude delay of completion of the project due to theft or vandalism of material, equipment, or tools.
14. If construction is adjacent to poles carrying energized circuits, the CONTRACTOR shall instruct his employees as to the dangers and responsibilities involved.
15. No burning will be allowed at any job site.
16. No hazardous materials will be stored at any job site. The CONTRACTOR will be held responsible for all

remediation of spills which occur during each project.

17. The CONTRACTOR shall provide a copy of its Safety Plan.
18. Construction site safety is the responsibility of the CONTRACTOR.
19. The CONTRACTOR shall provide documentation of any job briefings upon GIGABEAM request.
20. All apparatus, structures, equipment, and materials to be furnished and their arrangement, erection and installation shall be subject to the approval of GIGABEAM.
21. All workmanship and material shall be of high quality and all material shall be free from defects affecting appearance and serviceability of the equipment. The material and design of the structures, apparatus and equipment shall be such as has been proven to be satisfactory for the intended application by experience, and commercial service, and by comprehensive laboratory tests.
22. All equipment and materials and their installation shall conform in all respects to the latest revisions of applicable IEEE, ASTM and NEMA standards and in accordance with all applicable rules of the NESC, and local and state ordinances.
23. The job Foreman and lead person on a construction crew shall be experienced linemen, who have performed this type of work. GIGABEAM may require proof of such experience prior to start of work.
24. The CONTRACTOR shall notify GIGABEAM of any damaged, faulty, or unsafe materials or equipment encountered during the performance of the work.
25. CONTRACTOR shall provide GIGABEAM testing results on all equipment, splicing, and fiber installation. GIGABEAM reserves the right to withhold payment for any work performed that does not meet testing and operational requirements.
26. CONTRACTOR shall be responsible for underground locating and all 811 Tickets. Digging may not occur until all utilities are located or designated clear.
27. CONTRACTOR shall notify GIGABEAM of any required major tree trimming prior to it being performed. Work may be performed by GIGABEAM or performed by a GIGABEAM ROW CONTRACTOR. If tree trimming is in the power space, the proper utility company shall be notified.
28. The CONTRACTOR at the request of GIGABEAM shall replace any person from his or her own workforce or their subcontractor's workforce, who in the judgment of GIGABEAM, may be deemed undesirable for the job duties. A request of this nature will be handled by the GIGABEAM Construction Supervisor and the Vice President of Operations. However, GIGABEAM does reserve the right to immediately remove from the site any person felt to be an immediate safety risk.
29. Approval in writing shall be attained from GIGABEAM prior to the project assignment, or hiring, of any former GIGABEAM employee.
30. Suspension of Work and Termination:
 - 30.1. Upon the occurrence of any of the following events GIGABEAM has the right to terminate this contract in accordance with General Conditions:
 - 30.2. If the CONTRACTOR persistently fails to perform the work in accordance with the contract documents (including, but not limited to, failure to supply skillful workers or suitable tools and

equipment to adhere to response time).

30.3. If the CONTRACTOR disregards laws or regulations of any public body having jurisdiction.

30.4. If the CONTRACTOR disregards the authority of the GIGABEAM representatives

31. Salvage - Materials removed from any existing lines shall be delivered to GIGABEAM. Coordination regarding salvage materials shall take place between the CONTRACTOR and GIGABEAM.

32. CONTRACTOR shall obtain prior approval from GIGABEAM before utilizing any rock anchors or varying from the designated construction methods or paths.

33. CONTRACTOR agrees to assign to each project under the terms of this proposal the proper equipment and competent employees and agrees that the number of such employees and the amount of such equipment assigned to any job shall not be excessive but shall be sufficient to perform the job quickly and efficiently.

In witness whereof, the parties hereto have caused this agreement to be executed in duplicate by their proper officers thereunto duly authorized the day and year first above written.

(Company Name) BY: _____
(Authorized Representative)

(Company Address) _____
(Title)

(Company Name) BY: _____
(Authorized Representative)

BY: _____
(GIGABEAM Authorized Representative)

Document 2
GIGABEAM

**CONTRACTOR BID
PACKAGE
2024**

INFORMATION FOR BIDDERS

Bids will be received by GIGABEAM until 2:00pm local time, on May 31, 2024, and then at said time publicly opened and read aloud. GIGABEAM reserves the right to reject any and/or all bids.

Bids will not be sent to or accepted from those contractors who do not meet the qualifications set forth by GIGABEAM.

Description of Work:

Contractor shall provide all supervision, labor, equipment, and incidentals as required for the Telecommunications construction projects listed and described on this bid form. The Contractor shall include all work incidental but not limited to clean-up, traffic control (including flaggers) and repair of property damaged by Contractor's activities.

GIGABEAM's bidding schedule for this Project is as follows:

- A. Contractor invitation on April 17, 2024
- B. Bidders submit signed NDA to access Electronic Plans
- C. Questions due by Thursday, May 23, 2024, at 2:00 pm EST.
- D. Collective Responses to all bidders by Tuesday, May 28, 2024, Close of Business
- E. Bidders are to notify gregg@gigabeam.net by 4:00 pm EST on Thursday, May 30, 2024, of intent to bid.
- F. Bids due by Friday, June 7, 2024, at 2:00 pm EST.
- G. Notice of award after bids are evaluated and approved.
- H. Awarded construction projects to commence post award notification.

Mingo County NTIA Fiber Project Bid 2024 Enclosed,
CONTRACTOR's Name and State CONTRACTOR's License No.,
or the bid shall not be accepted.

PROJECT EXECUTION, DESCRIPTION AND BID SHEETS

- A. All projects shall be completed, inspected, and invoiced in a timely manner, anticipated before **December 31, 2024**, if not sooner. It is GigaBeam's intent to complete the project as soon as possible. This project is in coordination with middle mile fiber construction by APCo. Timelines may be adjusted due to their construction schedules. The project end date is worst case scenario. Contractor shall provide two (2) week notice prior to the initiation of project activities to enable GIGABEAM to sufficiently notify customers in advance of start of the work, if applicable. If the Contractor is awarded multiple projects, GIGABEAM's Project Representative will provide the order in which the projects shall be completed.
1. Contractor(s) awarded multiple projects shall coordinate with GIGABEAM regarding work on all projects.
 2. Contractor(s) awarded only partial projects shall coordinate with the other Contractors and GIGABEAM to ensure that construction procedures and timelines align with each other.
 3. All CONTRACTORS are responsible for testing their portions of the project, and are responsible for any repairs needed, at their expense.
 4. Contractor(s) shall not begin work without GIGABEAM approval.
- B. Contractor shall provide due diligence regarding the completion of work on time specified. If Contractor will not be able to finish work on the time specified, Contractor shall provide a written request for consideration of extension to GIGABEAM Project Representative. Consideration for extension shall be at the sole discretion of GIGABEAM. GIGABEAM shall not be considered mandated to grant extension request. Work not completed on time may be subject to \$500 per calendar day charges as liquidated damages for delay. Charges as liquidated damages for delay shall be administered at final billing for given work.
- C. Bidder shall provide a definition of each personnel classification, wage rate, overtime wage rate (define when OT is active), equipment classification, equipment cost rate, and aid agreements during storm event restorations.

EXHIBIT 1

BIDDER INFORMATION FIBER OPTIC, DISTRIBUTION, AND LINE CONSTRUCTION; SPLICING; AND SERVICE DROPS

Name of Bidder: _____

Full Address of Bidder (Street, P.O. Box, City, State, Zip):

Form of Business Organization (Proprietorship, Partnership, Corporation): _____

If Incorporated or a Limited Liability Company, State of Formation: _____

If Partnership, Full Names of all Partners: _____

If Proprietorship, Full Name of Owner: _____

Bidder's Phone Number: _____

Bidder's Fax Number: _____

Bidder's Federal Tax I.D. Number: _____

Bidder's State CONTRACTOR's Number and Expiration Date: _____

Name of Bidder's Authorized Representative Completing Bid: _____

Signature of Authorized Representative: _____

Handwritten Initials of Authorized Bidder: _____

Name of Bidder's Primary Contact: _____

Title of Bidder's Primary Contact: _____

Phone of Bidder's Primary Contact: _____

EXHIBIT 1-A
BID RESPONSE FORM AND PROPOSAL

BIDDER: _____

AGREEMENT TO CONTRACT AND SPECIFICATION TERMS

1. INITIAL ALL VALID OPTION(S):

- _____ A. Bidder agrees to all terms of the Bid Specifications, **Document 1**
- _____ B. Bidder agrees to all terms of the Bid Specifications, **Document 2**
- _____ C. Bidder objects to one or more terms of the Bid Specifications, **Document 1**, and **Document 2**, and has attached a full explanation of such objection(s).

2. INITIAL ALL VALID OPTION(S):

- _____ A. Bidder agrees to all terms of the Contract form attached to the Bid Specifications as **Document 1-1**
- _____ B. Bidder agrees to all terms of the Contract form attached to the Bid Specifications as **Exhibit 1-A**
- _____ C. Bidder agrees to all terms of the Contract form attached to the Bid Specifications as **Exhibit 1-B**
- _____ D. Bidder agrees to all terms of the Contract form attached to the Bid Specifications as **Attachment 1**
- _____ E. Bidder agrees to all terms of the Contract form attached to the Bid Specifications as **Attachment 2**
- _____ F. Bidder agrees to all terms of the Contract form attached to the Bid Specifications as **BID UNITS**
- _____ G. Bidder objects to one or more terms of the Bid Specifications, **Document 1-1, Exhibit 1-A, Exhibit 1-B, and/ or Attachment 1, 2, or 3**, and has attached a full explanation of such objection(s).

3. ITEMS INCLUDED IN BID PACKAGE

- | | | | | | |
|-------|------------------|-------|---------------|-------|----------------------|
| ----- | A. Exhibit 1 | _____ | D. References | _____ | G. Proposed Timeline |
| _____ | B. Exhibit 1-A | _____ | E. Resume | | |
| _____ | C. Bid Unit Form | _____ | F. Dart Rate | | |

Bidder: _____

By: _____

Title: _____

Attested By: _____

Title: _____

Attachment 1

NON-DISCLOSURE AGREEMENT

(Must be signed and returned to gregh@gigabeam.net to obtain access to online project plans.)

GigaBeam Networks / Sub-Contracting Services

In furtherance of its consideration and evaluation of prospective infrastructure and network construction or other contract (the "Permitted Use") with GigaBeam Networks, LLC (the "Company"), and _____ (the "Sub-Contractor") as the recipient party identified on the signature line below, will receive from the Company certain proprietary and confidential information of the Company and its affiliates (collectively, the "Disclosers"). All such information furnished by the Company or other Disclosers, or their respective managers, directors, officers, employees, affiliates, or agents, whether furnished before or after the date hereof, and regardless of the manner in which it is furnished, is referred to herein as "Confidential Information." Confidential Information does not include, however, information which (a) is or becomes generally available to the public other than as a result of disclosure by the Sub-Contractor, or its representatives, (b) was available to the Sub-Contractor on a non-confidential basis prior to its disclosure by the Company, or (c) becomes available to the Sub-Contractor on a non-confidential basis from a Person other than the Company who is not otherwise bound by a confidentiality agreement with the Disclosers or their representatives, or is not otherwise prohibited from transmitting the information to the Sub-Contractor. As used herein, the term "Person" shall be broadly interpreted to include, without limitation, any entity or individual.

By executing this agreement, the Sub-Contractor acknowledges that the Disclosers derive independent economic value from the Confidential Information not being generally known and that the Confidential Information is the subject of reasonable efforts to maintain its secrecy. Except as explicitly required by law or agreed to in writing by the Company, Sub-Contractor hereby agrees to keep all Confidential Information confidential and not to reproduce or disclose or reveal any Confidential Information to any Persons except to their respective employees or legal or accounting advisors, provided that each such employee and advisor agrees to comply with the undertakings hereunder. Sub-Contractor agrees to use the Confidential Information only for the Permitted Use and that it shall promptly destroy or return all Confidential Information to the Company on request. Sub-Contractor acknowledges and agrees that no contract or agreement shall be deemed to exist unless and until a definitive agreement shall be executed and delivered by the Company and its applicable affiliates, and Sub-Contractor. Sub-Contractor also agrees that unless and until such a definitive agreement has been executed and delivered by the Company and Sub-Contractor, neither Sub-Contractor nor the Company, nor their affiliates, shall have any legal obligation with respect to any agreement by virtue of this document or otherwise.

GigaBeam Networks, LLC:

_____ : (Sub-Contractor)

By: _____

By: _____

Name: Michael Clemons

Name: _____

Title: President / CEO

Title: _____

Date: _____

Date: _____

Attachment 2

(Labor Reporting. This can be provided as a summary of wages by employment classification.)

BID UNITS

CONTRACTOR Submits a bid for (circle all that apply) Aerial Fiber Construction, Fiber Splicing, Drop installation from the Terminal to the NID on the Premise. GigaBeam will install NID. Materials provided by GigaBeam. OLTs installed by GigaBeam.

Aerial Installation	Per	Cost
(48 Count) Strand & Lash	Ft.	
Down Guy	Ea.	
Overhead Guy	Ea.	
Anchor	Ea.	
Rock Anchor	Ea.	
Auxiliary Eye	Ea.	
Grounding of Guy Wire	Ea.	
Guy Guard	Ea.	
Sno Shoe	Ea.	
Terminals (4, 6, 8, 12)	Ea.	
Vegetation Removal (non-power space)	Ft.	
Splicing (APCo performs all splicing in the power transmission space)	Per	Cost
Installation of splice enclosure (includes flash testing of enclosure)	Ea.	
Fusion Splice and Test (includes bidirectional OTDR testing, and pictures)	Ea.	
Drops (Terminal to the NID. If the Terminal is in the power space, APCO will perform the connection.)	Per	Cost
Aerial Installation	Ft.	
Underground Installation	Ft.	
Testing	Ea.	
Make Ready Relocation (There may be times when the relocation of other infrastructure is needed as part of Make Ready. This work will be done in coordination with GigaBeam. Pricing is requested associated with moving other infrastructure on the pole.)	Per	Cost

Additional Project Information By OLT Location

Full access to project plans and a breakdown by OLT Fiber Service Area will be released to qualified bidders upon returning a signed NDA.