

BID PROPOSAL FORM
BID #01-25
CC COMMUNICATIONS OUTSIDE PLANT
YERINGTON PAIUTE TRIBAL FTTH GRANT CONSTRUCTION
UNIT BID – YERINGTON, NV
FY 2025-2026

For: Work necessary for the placement of new telecommunications facilities in
Yerington, NV for the Fiscal Years 2025-2026 as per the specifications outlined in CC
Communications

Bid #01-25

To: CC Communications (If delivered by other than U.S. Postal service)
899 S. Maine St.
Fallon, Nevada 89406
Attn: Shelly Bunyard

To: CC Communications (If delivered by U.S. Postal service)
P.O. Box 1390
Fallon, Nevada 89407
Attn: Shelly Bunyard

The undersigned certifies that:

1. Prospective Contractor has examined, and made themselves familiar with, all of Bid # 01-25's requirements and specifications and the location(s), to be determined later, for the proposed construction and satisfied themselves as to the character, quality and quantity of work to be performed, and any materials to be furnished per said Bid # 01-25.

2. Prospective Contractor will submit to CC Communications all of the following items as part of the bid package: (i) satisfactory evidence of Contractors competence to perform all types of work on this contract by listing at least three recent references with contact phone numbers who have had unit work of a like nature and size as this contract successfully completed by the Contractor;(ii) proof that the Contractor holds a valid Nevada contractor's license for ALL classifications covered under this Contract with copies of ALL applicable licenses; (iii) a complete equipment list of all owned large equipment, and specifically designate which equipment will be located at a local construction yard to ensure the completion of projects and availability of specialized equipment for emergency situations. All of these items, as well as other items mentioned throughout the scope of this contract, must be submitted with the bid package in order to be deemed a completed bid proposal for award consideration.
3. Prospective Contractors proposal is genuine and not a sham or collusive or made in the interest, or on behalf, of any person not herein named, nor has the Prospective Contractor, in any manner, sought to secure for themselves an advantage over any other bidder. The Prospective Contractor has carefully checked the figures on pages one (1) through eighteen (18) of CC Communications Outside Plant Yerington Paiute Tribal FTTH Grant Construction form FY 2025-2026 (Yerington, NV) attached, and has brought any and all concerns regarding clarity and comprehension to the attention of CC Communications, and all such concerns were resolved prior to submittal of a bid. The Prospective Contractor certifies that neither CC Communications nor its authorized representatives will be responsible for any errors or omissions in the preparation of the bid.
4. The undersigned proposes and agrees to contract **ALL** work for which a contract may be awarded to them and to furnish any and all labor, equipment, materials as specified, transportation and other facilities required for the complete construction as set forth in the Unit Bid and Specifications.
5. All material, other than incidentals will be furnished by CC Communications unless otherwise listed on a project by project basis.
6. Contractor and all associated subcontractors will comply with, and adhere to all supplemental conditions including, but not limited to, all Federal, State and Local labor laws, OSHA regulations pertaining to all projects and construction practices, all Federal, State and Local safety laws, requirements and environmental rules and regulations, including, but not limited to, Documented weekly tail gate safety meetings, of which a copy shall be provided to CC Communications.
7. Contractor will obtain all the necessary State, County and Local business licenses and all the necessary insurance as indicated in the bid specifications,

and provide evidence of same, prior to the start of any work operations, including the mobilization of any work forces and equipment.

8. **Compensation:** Contractor further agrees that they will accept as full compensation for the work to be performed, the price written (in ink or typed) and signed by the authorized company representative on pages one (1) through eighteen (18).
9. **Confidential information:** During the term of this agreement, each party may come into contact with, or acquire knowledge about, the other party's technical or business information, including specifications, drawings, sketches, models, samples, computer programs, solutions, designs, techniques, methods, methodologies, tools, processes, templates, data, customer information, networks and facilities, which information may be in written and or oral form and is to be considered "confidential information". Such confidential information is, and shall remain, the exclusive property of the disclosing party. The receiving party shall treat and maintain all such confidential information received from the disclosing party as confidential, whether or not it has been physically marked as confidential or proprietary. The confidential information may be used by the receiving party only to the extent reasonably required in the performance of its obligations under this agreement and may only be distributed to those employees of the receiving party who have a need to know in order to perform pursuant to this agreement. The confidential information may not be released to any other person, entity or, the public without the written consent of the disclosing party. This clause will remain in effect for four (4) years after termination or completion of this contract.
10. **Independent Contractor:** In providing services pursuant to this agreement, it is agreed that the successful bidder will work as an "**Independent Contractor**", and its authorized "**Subcontractors**" will be acting as an "**Independent Contractor**" and not as an agent of any other party, and in no way is to be considered, or represent themselves as an employee of CC Communications. Persons furnished by the contractor shall be regarded solely as contractor's employees and/or subcontractors, and shall be under its sole direction and control. They shall not be considered employees of CC Communications for any purpose. Contractor shall be responsible for itself and subcontractors' compliance with all laws, rules and regulations involving their respective employees or agents acting on their behalf, including (but not limited to) employment, labor, hours of labor, health and safety, environmental, transportation, working conditions and payment of wages. Nothing contained in this agreement is intended to give rise to a partnership or joint venture between the parties or to impose upon the parties any of the duties or responsibilities of partners or joint ventures. Furthermore, Contractor shall not use CC Communications' name or any language, symbols, or pictures which in CC Communications' judgment, could imply CC Communications' identity or endorsement by CC Communications' or any of its employees in any written,

electronic, or oral advertising, presentation, brochure, newsletter, book, electronic database, or other written material of whatever nature, without prior written consent of CC Communications' management.

11. Contractor shall not allow anyone that is not a regular employee and is not covered under the Contractor's insurance to gain access to CC Communications facilities, or property while performing any work or function for the Contractor or CC Communications.
12. Contractor agrees to provide a workforce as well as a qualified Supervisor and Construction Site Inspector that is responsible, knowledgeable, competent, and of such character to be able to gain access to military installations at any given moment. CC Communications reserves the right to issue a stop work order at any time it determines that Contractor's employees fail to meet the minimum requirements of the contract.
13. Contractor agrees to provide contract personnel with identification badges, and shall display such badges, that identify contract personnel as an employee of the Contractor at all times. Contractor and Contractor's employees shall have the sole responsibility of securing permission to enter private property when it is deemed necessary to perform the duties for contractual work. Contractor shall provide CC Communications with a list of all personnel and positions, and will notify them of any inactive individuals whom have left their employ during the project.
14. Contractor shall be solely responsible for all employee benefits (if any) along with any applicable mandated insurance policies covering any and all aspects of the work to be performed under this agreement. Contractor agrees to indemnify, defend, and hold harmless CC Communications and its directors, officers, agents, and employees against and from any claim by Contractor's employees with respect to any and all claims, including those based on the assertion of the existence of an employment relationship between CC Communications and Contractor's employees, including reasonable attorneys' fees related thereto caused by or arising wholly or in part out of the performance of this contract.
15. A qualified, competent, responsible Supervisor and Construction Site Inspector that is employed by the contractor, that shall be of such character to be able to gain access to military installations at any given moment, and whose qualifications include a recent Nevada OSHA 1926.650 and 652 standards certificated excavation course, and whose resumes, OSHA certificates, and a letter from the Contractor declaring these individuals as a "Company OSHA Competent Person" **must** be submitted with the bid proposal package, and are acceptable to CC Communications. The Competent person shall be onsite and available at all times during the construction of the work described. The Supervisor's main function will be to oversee the operation of all projects, and shall not serve in any other work capacity, or function that would hinder the

immediate need for this individual to mobilize to any given area of any project as deemed necessary, by the CC Communications project Inspector or Engineer.

16. Contractor shall exercise all safety precautions to avoid personal injury or damage to property. Such precautions shall include, but are not limited to: proper shoring, proper construction techniques as defined by various laws, adequate inspections and documentation of all applicable tests of any confined spaces such as vaults, trenches, or tunnels, for the presence of combustible and/or toxic gases and/or fluids. Any fluids determined hazardous or toxic shall be the responsibility of the contractor to dispose of in a legal and ethical manner. Forced air ventilation, in compliance with all laws governing confined spaces, shall be mandatory at all times. No inspections, tests or ventilation performed by CC Communications shall relieve the Contractor of any of the Contractor's obligations.
17. **Defective Material:** It shall be the Contractors responsibility to bring to the attention of CC Communications, in writing, any defective material supplied by CC Communications prior to the placement of said material. **If known defective material is placed, the Contractor shall bear all expenses associated with the removal and replacement of such material, regardless of the complexity of the replacement task.** It shall be the Contractors responsibility to bring to the attention of CC Communications any damage to material, private property, any other incident, or personal injury which arises during the period of time wherein the Contractor is actively engaged in a contract with CC Communications. Any such incident shall be documented in writing and be provided to CC Communications within one (1) business day.
18. **Inspections / Warranty:** CC Communications will provide inspection of all contracted work as practical as possible. However, it is expressly understood that a CC Communications representative may not be on every given project at every given moment. Therefore, honesty and integrity will be of the utmost expectation when complying with CC Communications standards and practices. If defects or deficiencies are discovered, the successful Contractor shall correct or cause to be corrected, all defects, deficiencies, and Contractor caused damage, that are discovered in the work based on the plans, specifications and work prints, at its expense for a period of two (2) years after the work is accepted. **Acceptance of the work by CC Communications shall not constitute a waiver of such defects or deficiencies.** CC Communications shall notify the contractor in writing of any defects or deficiencies. The Contractor will repair, or cause to be repaired, the defects or deficiencies within twenty (20) working days from the date of notification, or sooner, if time is of the essence. In the event the defects or deficiencies are not repaired in this time period, CC Communications will repair or cause to have repaired the defects or deficiencies at the expense of the contractor.

19. In an emergency, a CC Communication's Manager, Engineer, Duty Supervisor, Supervisor or Inspector may orally request the Contractor to perform a specific task, or project, and/or negotiate a price if the task at hand is not covered under the unit bid. As soon as practical CC Communications shall issue a written work order to cover the oral directive to proceed. Such written work order will be signed by both parties and the agreed upon unit listed with the Unit Bid within two working days.
20. The successful Contractor shall provide industry standard professional as-built drawings that will include all completed work, all approved changes, duct footages, and cable sequentials within 20 days of the date of completion of all work operations. The successful Contractor will provide warehouse personnel with all necessary completed forms with the work order number and material listed. Upon return of unused materials, all proper return forms must be completed and materials checked in with the warehouse personnel.
21. It is expressly understood and agreed upon by both parties that this agreement does not grant the Contractor an exclusive right or privilege to provide to CC Communications any and/or all services of the type or nature described in this contract. It is, therefore understood that CC Communications may, at their sole discretion, contract with other Contractors, or may itself perform the tasks or services for the same type of work as described in this contract.
22. Pursuant to NRS requirements, the Contractor shall be responsible for the notification to Underground Service Alert (U.S.A.) 1-800-227-2600 along with any additional permitted organization (ie: NDOT, TCID, Churchill County Road Department, ect) at least 48 Hours prior to start of each job, or such time frame designated by law now or in the future. The Contractor shall have in their possession and at each work site all pertinent permits during the construction process. The actual location of, and protection for all aerial, buried and underground utilities, pipes, structures and obstructions that are in conflict with the construction progress, are the responsibility of the Contractor, whether or not shown on the job work prints. The Contractor shall be responsible for any damage to or repair to any utilities that become damaged by the contractor including any consequential damage or future damage deemed Contractor caused.

23. **Construction Time Frame / Liquidated Damages:** All construction for the work as specified on various job prints within this Bid # 01-25 shall be completed within the days specified as per the engineered project scope. If the Contractor feels that the time frame is unreasonable, the CC Communications Inspector, Project Coordinator or Engineer shall be immediately notified, **PRIOR TO STARTING THE PROJECT.** The Contractor will then complete the work in the time specified, and will schedule and coordinate all work activities with CC Communications, other permitted entities or its authorized representatives. This includes the requirement to meet with all other parties, as may be necessary, on a regular or as needed basis in order to complete the work. Because of the expected difficulty in assessing actual damages to CC Communications as a result of a delay or noncompliance in Contractors performance, CC Communications shall be entitled to liquidated damages in the actual amount of any Work Order or any company directed statement of work, if any. Not as a penalty, however, it is being agreed that CC Communications' actual damages per NRS statutes in such event would be impossible to ascertain and this amount is to be considered a reasonable estimate of the same. An attempt to recover, or recovery of, liquidated damages by CC Communications as permitted herein shall not bar any remedy, legal or equitable, otherwise available to CC Communications as a result of a breach by Contractor. CC Communications reserves the right to determine, at its sole discretion, if a "Good faith effort" by the contractor has taken place, and at its sole discretion may choose to waive some or this entire amount, which may be a result of any unforeseen conditions that are beyond the control of both contractual parties. CC Communications reserves the right to take over the work, including any material, and complete the work under this contract without prejudice to any other right or remedy it may have, upon written notice to the last known address of the Contractor.
24. **Force Majeure:** If performance of this Agreement is prevented, restricted or interfered with by reason of acts of God, wars, revolution, civil commotion, acts of public enemy, embargo, acts of government in its sovereign capacity, or any other circumstances beyond the reasonable control and not involving any fault or negligence of the party affected ("Force Majeure Event"), the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis during the continuance of the Force Majeure Event. The other party shall likewise be excused from performance of its obligations on a day to day basis during the same period, provided, however, that the party so affected shall use commercially reasonable efforts to avoid or remove such causes of nonperformance and both parties shall proceed immediately with the performance of its obligations under this Agreement whenever such causes are removed or cease. Labor-related performance impediments, such as labor strikes or shortages, are not to be construed as Force Majeure Events.

25. **Contract Term / Extension / Termination:** This contract shall commence on the Effective Date, which shall be the day awarded and shall be effective thru the end of FY 2026. Please refer to the Scope of Work listed with this document and the NTIA BroadbandUSA link for further information <https://broadbandusa.ntia.gov/funding-programs/tribal-broadband-connectivity/award-recipients>. If CC Communications chooses to extend the contract, CC Communications reserves the right to re-negotiate the contract for each additional year of extension and may or may not provide for the allowance of a fuel surcharge for each subsequent year. In the last renewal year we may retain 10% of all jobs for up to 1 year. CC Communications may terminate this agreement, in whole or in part, upon written notice after the occurrence of an Event of default by contractor. An Event of Default will occur: (i) If Contractor fails to perform its obligations under this Agreement or violates any term or condition of this Agreement, provided that such breach, if curable, is not cured within the time frames, if any, set forth in this Agreement or, if no time frame is specified and the breach is curable, within ten (10) calendar days following notice of written breach from CC Communications; (ii) If Contractor fails to perform in accordance with this Agreement three (3) or more times in any twelve (12) consecutive month period; (iii) Upon Contractors failure to maintain insurance coverage as specified herein, and such failure is not corrected within five (5) calendar days following written notice of such failure; (iv) If Contractor becomes involved in a labor problem or material supply that, in CC Communications' sole opinion, unacceptably impedes or slows down the provision of services or contracts; (v) If Contractor fails to make prompt payments for materials or labor used in providing services or contracts under this Agreement; (vi) Upon the institution of bankruptcy, receivership, insolvency, reorganization or other similar proceedings by or against the Contractor under any section or chapter of the United States Bankruptcy Code, if such proceedings have not been dismissed or discharged within thirty (30) calendar days after they are instituted; (vii) Upon the insolvency, or making of an assignment for the benefit of creditors, or the institution of any reorganization arrangement or other readjustment of debt plan of or by the Contractor, not involving the United States Bankruptcy Code; or (viii) Upon the appointment of a receiver for all or substantially all of the Contractors assets or any corporate action taken by the board of directors in furtherance of the above action. Written notice pursuant to this section will specify the conditions permitting termination. The successful Contractor represents and warrants that: There are no current actions, suits, or proceedings, threatened or pending, which could have a material adverse affect on the Contractor's ability to fulfill its obligations under this agreement. Furthermore, the Contractor shall, upon gaining any knowledge of such suits, or threats shall immediately notify the management of CC Communications during the course, or warranty period of this contract.

26. **Insurance Coverage:** Throughout the term of this Agreement the Contractor and Subcontractors will be required to provide an active Insurance Certificate naming Churchill County, its Board of Churchill County Commissioners, CC Communications, a Nevada Enterprise, Its Agencies, and their employees as additional insured as follows:

Commercial general liability insurance for bodily injury (including death) and property damage which provides limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence and TWO MILLION DOLLARS (\$ 2,000,000.00) annual aggregate. The insurance coverage required by this will include contractual liability to cover the party's obligations under this Agreement, including its indemnity obligations and coverage for products/completed operations;

Automobile liability insurance for bodily injury (including death) and property damage that provides total limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence to all owned, non owned and hired vehicles. Statutory worker's compensation and employers' liability insurance of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, applicable to the employers' liability coverage, for all employees engaged in services under this Agreement.

The foregoing coverage's shall include broad form, all-states/other-states' coverage. The foregoing coverage shall be endorsed to include the insurer's waiver of subrogation in favor of CC Communications, its officers, representatives, agents and employees. A copy of each type of coverage shall be provided to CC Communications and effective prior to signing of the contract and the start of any work operations, including the mobilization of work forces and equipment.

Any special projects ie: Railroad crossings, fuel pipeline crossings, ect. may require additional insurance coverage per private entity requirements on a per project basis. Obtaining any such coverage will be the sole responsibility of the Contractor and or Subcontractors, CC Communications may elect to cover the cost of any additional premiums associated with the additional insurance.

27. **Modification:** This agreement may be amended, changed or otherwise modified only by written agreement with the concurrence of, and by CC Communications.
28. **Waiver of Terms and Conditions:** Failure to enforce any of the terms or conditions of this Agreement shall not constitute a waiver of any such terms or conditions or of any other terms or conditions.

29. **Precedence of Documents:** In case of conflict between provisions of this Agreement and provisions contained in any Work Order or Project Statement of work, the provisions in the Work Order or Project Statement shall govern. In case of conflict between provisions of this Agreement and provisions contained in any invoice, Work Order acknowledgement or other document submitted by the Contractor, the provisions of this Agreement shall govern.
30. **Severability:** If any term or provision of this Agreement shall be declared invalid, illegal or unenforceable, the invalidity, illegality or unenforceability thereof shall not affect the remaining terms or provisions.
31. **Applicable Law:** This Agreement, and the rights and obligations contained in it, shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to any conflicts of law principles that would require the application of the laws of any other jurisdiction. Venue shall be Churchill County, Nevada.
32. **Right to Audit:** Contractor shall maintain complete and accurate records, in a form consistent with generally accepted accounting practices, to substantiate Contractors charges to CC Communications, and its compliance with any legal requirements or obligations. Such records shall include, but not be limited to, time cards and travel and expense reports. Contractor shall retain such records for a period of three (3) years from the last date of payment for the services and deliverables, or for a longer period of time if required by law. Upon written notice to Contractor, CC Communications or its authorized representative, shall have the right to audit Contractors books and records, at CC Communications expense. The scope of the audit shall be limited to matters relating directly and indirectly to performance of this Agreement and its Schedules and or Work Orders. Within five (5) business days of such notice, the parties will mutually agree upon the location, date and specific information to be audited. Audits will be conducted during normal business hours. If such an audit reveals that CC Communications has been overcharged greater than 5%, Contractor shall be liable for all costs associated with the audit and recovery of any overpayments.
33. All pages of this Bid cost Submittal must be **initialed, signed, and returned along with any other required Bid Submittal documentation mentioned throughout this Agreement.** The bidder is solely responsible for accurately listing the prices for each item on the appropriate pages in the appropriate space provided on the bid cost form. CC Communications shall in no way be responsible for any mathematical computations due to the neglect of an incorrectly completed Bid. Failure to tally any required items or to omit the required documentation with the Bid cost Submittal will be considered a **NO BID**, and shall be direct grounds for disqualifying the Bidder. This bid will be awarded by CC Communications Management based on careful consideration of several factors, such as but not limited to, a completed bid package, cost of individual units on a per unit cost basis, ability of the Contractor to provide

goods and services based on experience of a like nature, availability of owned equipment to provide for services including those of an emergency nature. CC Communications and the Churchill County Commissioners reserve the right to reject any and all bids. CC Communications and the Churchill County Commissioners reserve the right to negotiate any units with the successful bidder, which in the opinion of CC Communications may appear to be out of context in relation to industry standards.

34. CONTRACTOR MAY BE REQUIRED TO PROVIDE A PERFORMANCE BOND UP TO \$500,000.00 PRIOR TO AWARD. SAID PERFORMANCE BOND WILL BE RELEASED UPON SUCCESSFUL COMPLETION OF THE CONTRACT AT THE END OF THE CONTRACT PERIOD.
35. CONTRACTOR ACKNOWLEDGES THAT CC COMMUNICATIONS' FEDERAL PROCUREMENT POLICY TAKES PRECEDENT IN THE EVEN OF CONFLICTS BETWEEN THE BID AND THE POLICY. CONTRACTOR FURTHER ACKNOWLEDGES THAT IN THE EVENT ANY CONFLICTS ARISE BETWEEN THIS BID AND THE CODE OF FEDERAL REGULATIONS OR NRS, THOSE LAWS TAKE PRECEDENT.

The following documents MUST be submitted with the bid:

- a. Three (3) Recent references of unit work of a like nature and size of contract.
- b. State number of days contractor will require to start work after the bid is awarded.
- c. A complete list of all owned large equipment and specifically designate which equipment will be located in Fallon for use on this contract.
- d. Recent State of Nevada Department Of Business and Industry, Division of Industrial Relations, Safety Consultation and Training Section (SCATS) Certificate naming the "Competent Responsible Supervisor" as a participant.
- e. Recent State of Nevada Department Of Business and Industry, Division of Industrial Relations, Safety Consultation and Training Section (SCATS) Certificate naming the "Competent Construction Site Inspector" as a participant.
- f. A letter from the Contractor, on company letterhead, naming the "Competent Responsible Supervisor" as a "Competent" person covered under OSHA 1926.650 and .652 Standards, duly acting on behalf of the Contractor.
- g. A letter from the Contractor, on company letterhead, naming the "Competent Construction Site Inspector" as a "Competent" person covered under OSHA 1926.650 and .652 Standards, duly acting on behalf of the Contractor.
- h. Disclosure of Principals.
- i. Contractor's Verification of License Form, with copies of all licenses.

Firm Name _____ Address _____
City _____ State _____ Zip Code _____
Telephone No. (____) _____ Fax No. (____) _____
Federal Tax ID No. _____

In compliance with this "Invitation and Bid" and subject to all the Terms and Conditions thereof, the undersigned offers and agrees, if this bid is accepted to furnish any or all the items listed herein at the prices, terms, and delivery stated.

Signed _____ Date _____
Print Name _____ Title _____

DISCLOSURE OF PRINCIPALS

PLEASE PRINT OR TYPE

Company Name	Telephone Number (including area code)
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Street Address	City, State & Zip
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NAME OF OFFICERS, MEMBERS, OR OWNERS OF CONCERN, PARTNERSHIP, ETC.

Name	Official Capacity
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Street Address	City, State & Zip
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Name	Official Capacity
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Street Address	City, State & Zip
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Name	Official Capacity
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Street Address	City, State & Zip
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TERMS AND CONDITIONS OF THE INVITATION AND BID

- 1) PREPARATION OF BID
 - a) Bidders are expected to examine the drawings, specifications and all instructions of this Invitation and Bid. Failure to do so will be at the bidder's risk.
 - b) Any irregularities or lack of clarity in the Invitation and Bid should be brought to the attention of CC Communications for correction or clarification. Unless ambiguities or irregularities existing in the Invitation and Bid are brought to the attention of CC Communications, they shall be construed in favor of CC Communications.
 - c) Any addendum issued shall forthwith become a part of the bid. Bidder shall be required to acknowledge the addendum by signing and returning it with the original bid documents.
 - d) A duly authorized representative of the bidding firm shall initial each sheet of the Invitation and Bid
 - e) Bidder shall furnish the required information typed or written in ink on this **ORIGINAL** form. **COPIES ARE NOT ACCEPTABLE.**
 - f) The person signing this bid must initial erasures or other changes in ink.
 - g) All prices quoted shall be F.O.B. destination and exclusive of Federal and State taxes.
 - h) Failure on the part of the bidder to submit specifications or technical information as requested may result in a bid disqualification.
 - i) In the event of an error in extension, unit price will prevail.
- 2) SUBMISSION OF BIDS
 - a) Bids and addenda thereto shall be enclosed in a sealed envelope addressed or delivered to CC Communications P.O. Box 1390 Fallon, NV 89407. CC Communications must receive all bids and addenda prior to the receiving time specified to be considered. All envelopes containing bids must have the name and address of the bidder, date of opening and the invitation number on the face of the envelope.
 - c) Hand delivered to: 899 S. Maine St, Fallon, NV 89406.
 - d) Facsimile or telephone bids will NOT be considered.
 - e) When a bid surety is required, such surety will be acceptable only in the form of a bid bond, certified check, or cashier's check in the amount prescribed. This surety must accompany the bid. After the CC Communications has made an award, the surety of the unsuccessful bidders shall be returned. The surety of the successful bidder shall be retained until satisfactory performance has been rendered.
- 3) LATE BIDS
 - a) Bids received after the receiving time specified in the Invitation and Bid shall be rejected.
 - b) BIDDER SHALL NOTE THAT THE RECEIVING TIME IS NOT THE OPENING TIME.
- 4) NO BIDS
 - a) In the event that the addressee chooses not to bid on this invitation, mark "NO BID" on the face of return envelope, enclose all original material, affix your firm name and address thereto and return it to CC Communications prior to date and hour of bid opening.
- 5) WITHDRAWAL OF BIDS
 - a) Bids may be withdrawn by written notice received prior to the bid opening time.
 - b) Withdrawal requests received after the bid opening time cannot be considered.
- 6) AWARD OF CONTRACT
 - a) Award shall be made on several factors of the bid, which is most advantageous to CC Communications. In all instances, the decision rendered by CC Communications shall be final.
 - b) CC Communications reserves the right to reject any or all bids, to waive any informalities in the bid form, and to hold the bids for a maximum of sixty (60) days from the date of opening before awarding or rejecting a bid.
 - d) A purchase order and/or contract issued to the successful bidder shall be considered sufficient notification of the award of bid.
 - e) No contract awarded may be assigned to any other person without the consent of the governing body. Requests for assignment shall be submitted to CC Communications.
- 7) DEFAULT OF CONTRACT
 - a) In case of default by a contractor receiving a bid award, CC Communications may procure the items or services from other sources and hold the contractor liable for any excess cost occasioned thereby.

CC COMMUNICATIONS REPRESENTATIVES

1. CC Communications: Regarding services to be provided, inspection of services rendered, payment information, and bidding requirements. All contractors shall direct all questions pertaining to this contract to the CC Communications representative or his designee as listed below.

Stewart Nichols
Stewart Nichols

Outside Plant Supervisor
Outside Plant Engineer

775-423-7171 Ext. 1416
775-423-7171 Ext 1416

Contractor: All questions to the Contractor for services provided shall be directed to the person(s) listed below:

Company Name

Contact Person

Business Phone

Cell Phone

Business Fax

CONTRACTOR'S VERIFICATION FORM

Please list all Nevada Contractors Licenses and classes and provide copies of all Licenses

_____ Firm Name	_____ Nevada Contractors License #	_____ Class
_____ Firm Name	_____ Nevada Contractors License #	_____ Class
_____ Firm Name	_____ Nevada Contractors License #	_____ Class
_____ Firm Name	_____ Nevada Contractors License #	_____ Class
_____ Firm Name	_____ Nevada Contractors License #	_____ Class

_____(Name of Officer) is authorized to bid and enter into this contract for the above listed firm. Contractor's contact number is _____.

This Firm is: (check one)

_____ corporation _____ partnership _____ sole proprietorship

Other _____

Principal Officers:

Name	Signature	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Owners not listed above

_____	_____	_____
_____	_____	_____
_____	_____	_____

I _____(Name of Officer) certify that the above include all Officers, Owners, and Financial Partners of the above-mentioned Firm corporate structures to the best of my Knowledge.

Signature of Officer