

**Yurok Telecommunications Corporation
(YTEL)
YTEL FTTH Project
Request for Proposals**

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• **INTRODUCTION**

1. YTEL (“Owner”) is soliciting proposals from qualified contractors to support the design, construction, and deployment of Fiber-to-the-Home (FTTH) infrastructure within the State of California.
2. This RFP is structured as a blanket solicitation to establish one or more qualified contractors for current and future FTTH projects funded or regulated under the California Public Utilities Commission (CPUC) and related programs.

II. Objectives of the RFP

- The objectives of this RFP are to: - Select qualified contractors for FTTH deployment in California -
- Ensure compliance with CPUC, Caltrans, and applicable state/local regulations -
- Establish competitive unit pricing - Support scalable and timely broadband deployment.

III. Project Background

- Owner is expanding broadband infrastructure to serve unserved and underserved communities throughout California. Projects may be funded through CPUC programs or other public/private funding sources.
- Project locations, quantities, and timelines will be issued via work orders under this master RFP.

The map of the area to be covered under this RFP is provided to bidders submitting a timely intent to bid and a signed confidentiality agreement (see attachment).

- This project is subject to all laws, rules, and requirements applicable to the YTEL FTTH Project.
- Small, Tribally Owned or Native American owned firms are encouraged to submit bids.

IV. Retainage & Bid Bond

- Contractor agrees to furnish a Contractor's Performance Bond, with sureties acceptable to Owner, in a penal sum of not less than one and one-half (1.5) times the total contract value for services to be performed
- A 5% bid guarantee is required in the form of a cashier's check, money order, or surety bond.

V. Bidding Contractor Minimum Qualifications

- **Capability:** Bidder must be capable of constructing the network as described in this RFP.
- **California Licensing:** Bidder must be properly licensed in the State of California by the Contractors State License Board (CSLB) in the appropriate classification(s) for the work to be performed, and must be in good standing.
- **Bonding & Insurance:** Bidder must be bonded and insured in the State of California, including general liability, automobile liability, and workers' compensation insurance as required by California law.
- **Business Registration:** Bidder must be properly registered and authorized to conduct business in the State of California, including registration with the California Secretary of State (if applicable).
- **Workers' Compensation Coverage:** Bidder must maintain active workers' compensation insurance coverage in compliance with the California Labor Code.
- **DIR Public Works Registration:** Bidder must be registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5.
- **Tribal Prevailing Wage Compliance:** Bidder must comply with all applicable Yurok Tribe prevailing wage laws.
- **Tax Registration:** Bidder must possess all required California tax registrations, including a valid Seller's Permit (if applicable) from the California Department of Tax and Fee Administration (CDTFA) and registration with the Franchise Tax Board (FTB), as required by law.
- **Debarment Status:** Bidder must not be disqualified, suspended, or debarred from bidding on public works projects in the State of California, including pursuant to Labor Code §1777.1 or other applicable statutes.

- **Labor Law Compliance Certification:** Bidder must certify, through a sworn statement or an unsworn declaration under penalty of perjury under the laws of the State of California, that it has not been found to be a willful violator of California labor laws within the past three (3) years.
- **Relevant Project Experience:** Bidder must have verifiable experience completing fiber-build projects of similar size, scope, and complexity.
- **Plan Interpretation:** Contractor must be fluent in reading CAD construction-ready plans. Plans will be provided in paper and electronic format.
- **Pole Attachment & Safety Standards:** Contractor must provide qualified and capable personnel to install telecommunications equipment within the communications space of utility poles. Evidence of knowledge and compliance with applicable California Public Utilities Commission (CPUC) General Orders (including GO 95 and GO 128), National Electrical Safety Code (NESC), and applicable utility pole standards must be provided prior to award. Evidence may include formal training documentation or previously completed and inspected work on California utility poles.
- **Self-Performance Requirement:** Contractor shall perform directly, and without subcontracting, not less than fifty-one percent (51%) of the construction of the project, calculated based on the total Contract price.
- **Performance Bond:** Contractor agrees to furnish a Contractor's Bond, with sureties acceptable to Owner, in a penal sum of not less than one and one-half (1.5) times the total contract value for services to be performed, or as otherwise required under California law.
- **ROW & Permitting Experience:** Contractor must have previous experience working with Caltrans (California Department of Transportation) and County/municipal Right-of-Way (ROW) permits. All Caltrans required as-built surveys will be the responsibility of the bidder.
- **Environmental Compliance Experience:** Contractor must have experience complying with California environmental regulations and permit requirements, including but not limited to CEQA-related provisions, stormwater requirements (SWPPP), and other state or local environmental conditions where applicable.

VI. Administrative Issues

A. Availability of the RFP, Amendments, and Q&A

The [RFP will be posted publicly YTEL Website](#)

B. Inquiries about the RFP

All inquiries about the RFP should be emailed to the following recipients:

Nicole Mattz

Email: nmattz@yuroktelecom.com

Phone: 707-218-5310

A. RFP Timeframes and Deadlines

DATE	EVENT
3/27/2026	Send the Intent to Bid
3/30/2026	Final NDA Accepted
3/30/2026	RFP issued for bids
4/3/2026	Questions submitted via email
4/9/2026	Questions compiled, answered, and returned to bidders
4/15/2026	Final Bids due

B. Intent to Bid

Bidders who intend to respond must send an email stating this intent to nmattz@yuroktelecom.com no later than the time and date designated above. The construction routes are available to those submitting an intent to bid and have signed the confidentiality agreement attached. Bidders, who do not submit an intent to bid by 5:00pm on March 27, 2026 will be disqualified from bidding on this project.

VII. Proposal Submission and Format

A. Proposal Submission Email an electronic copy of your proposal to: nmattz@yuroktelecom.com no later than the due date and time identified above. Late proposals will not be accepted. Offerors will be notified within 3 business days acknowledging receipt of their proposal.

B. What to Submit: Mandatory Proposal Content

Cover Letter and Response Requirements

Each Contractor submitting a proposal must provide a cover letter signed by an individual authorized and empowered to bind the Contractor to the provisions of this RFP and any Contract awarded pursuant to it. The cover letter should include the following in addition to requirements listed in section V:

a) Name and Contact Information

- The legal name of the Contractor
- Business Address
- Primary Point of Contact (POC) (Authorized to Bind the Company)
- Primary POC Telephone Number
- Primary POC Email Address

b) Statement of Qualification

- A statement that the entity is qualified, licensed, insured, and otherwise

authorized to do business of the sort contemplated in the project.

- Company Federal Employer Identification Number (FEID)
- DUNS Number

c) *Available Resources*

- Submit projected crew size and count for project completion.
- State the number of employees working on the project that reside in the Lower Puget Sound area.

d) *Workforce Development; Employee Retention; Safety*

- Description of approach to management and employee retention.
- Identify safety protocols and approach on how you will meet the safety criteria outlined in the Safety and Labor Expectations in Section XII.

e) *Contractor Experience*

- Description of contractor experience in aerial fiber construction.
- Description of contractor experience in underground fiber construction.
- Description of contractor experience in aerial distribution make-ready moves for communications companies.

***Note: Quantities included in the bid form are estimates for unit pricing only. Actual quantities may vary.**

VIII. Evaluation Criteria

Evaluation and scoring of responses will be based on the following:

1. Lowest qualified Bid Pricing.

Qualifying bidder will be based on the requirements laid out in sections V and XII.

IX. Insurance

A. Insurance Requirement

At all times during the term of its contract, each Contractor shall maintain, in full-force and effect, the insurance as listed in the contract terms. All insurances shall be issued by insurers and for policy limits acceptable to YTEL. Successful Contractors must provide certificates of insurance or other evidence that the required insurance has been procured and is in force. In the event of cancellation, non-renewal, or material modification affecting the certificate holder, thirty (30) days prior written notice will be given to YTEL detailing the material changes to the insurance coverage limits. The Contractor will be responsible for the payment of all deductibles or retentions under the policies of insurance purchased and maintained by it pursuant to the Contract. To the extent permitted by law all or any part of any required insurance coverage may be provided under an approved plan. Contractor's insurer shall waive rights of subrogation.

B. Subcontractors

The Contractor must obtain YTEL's prior written approval for any subcontractor that Contractor intends to engage for this project. Contractor agrees to include certain contractual clauses, as specified by YTEL, in all subcontracts.

Any Subcontractors utilized on the project shall carry in full force and effect, commercial general liability, pollution liability, automobile liability, workers compensation, and employer liability insurance that complies with all terms of this section. Contractor is responsible for securing all documentation from each subcontractor. YTEL reserves the right to receive a copy of all documentation for employees and subcontractors of the Contractor.

C. Hold Harmless and Indemnification

The Contractor shall defend, indemnify, and hold harmless YTEL and its directors, officers, employees, agents, consultants, members, affiliates, attorneys, subcontractors and customers from and against any and all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs, and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to or result from any act or omission of Contractor or its affiliates during the bid process or the work to be performed. Contractor's defense and indemnity obligations shall include the duty to reimburse any reasonable attorney's fees and expenses incurred by YTEL for legal action to enforce Contractor's indemnity obligations or other provisions of this Agreement.

Upon Contract award, the Contractor will also be required to sign a separate Hold Harmless Agreement which shall contain language of equal or more broad scope as set out herein and a Non-Disclosure Agreement as part of the definitive agreement.

D. Additional Insured Endorsement

The Contractor shall cause the commercial liability coverage required by the Contract to include (1) YTEL (to include its board, officers, directors and subsidiaries) and (2) The Yurok Tribe if requested, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations. The Contractor shall provide an additional insured endorsement from the Contractor's General Liability Insurance naming YTEL as additional insured under a policy that cannot be canceled absent forty-five (45) days' notice to the additional insureds.

X. Miscellaneous

Freedom of Information Act (FOIA)

Due to the prescriptions of the Freedom of Information Act (FOIA), bidders may not assume their responses are confidential regardless of any statements included in the response. During the evaluation period, YTEL will make every effort allowable by law to maintain confidentiality. Upon award, during contract negotiations or if YTEL chooses to cancel or recast the RFP, confidentiality cannot be reasonably assured.

Incurring Costs to Propose

YTEL is not liable or responsible for any costs incurred by any Contractor in the preparation of proposals or related matters arising out of the same. The Contractor at its own cost incurs all costs associated with responding to this RFP.

Revisions to RFP / Errors and Omissions

A Contractor may revise a proposal on its own initiative at any time before the deadline for submission. If a Contractor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the Contractor should immediately notify YTEL of the error and request clarification of the RFP language. Should the RFP be amended, copies of the amended RFP will be provided to each Contractor that submitted an intent to respond.

Objections to RFP Terms

Should a Contractor object on any ground to any provision or legal requirement set forth in this RFP, the Contractor must set forth with specificity the grounds for the objection, which is to be submitted as part of the Contractor's proposal. The failure of a Contractor to object in this manner shall constitute a complete and irrevocable waiver of such objection and the right to object. However, such objections may become a differentiating factor during the bid evaluation process.

Acceptance of RFP/Proposal

The contents of this RFP and the Contractor's proposal will become a portion of the contractual obligations and the definitive agreement if a contract award ensues. Failure of the Contractor to accept these obligations will result in cancellation of the award. YTEL has final and complete discretion as to acceptance or non-acceptance of any proposal, for any reason.

No Waiver of RFP Provisions

No waiver by YTEL of any provision of this RFP shall be implied from any failure by YTEL to recognize or act on account of any failure by a Contractor to observe any provision of this RFP.

Ownership and Disclosure of Proposals

Proposals submitted in response to this competitive procurement shall become the property of YTEL. YTEL will share all proposals with its internal staff and contracted consultants for the purpose of evaluating each proposal. All proposals received shall remain confidential, except for any information YTEL is legally required to disclose. The Contractor must submit the revised proposal in the same manner as the original was submitted.

Contingencies

This RFP may not be considered as a Contract to purchase goods or services but is a Request for Proposal in accordance with the Terms and Conditions herein and will not necessarily give rise to a contract. However, RFP responses should be as detailed and complete as possible to facilitate the formation of a contract based

on the RFP response(s) that are pursued, should YTEL decide to do so. Contractors must submit a complete proposal package. Failure to do so will disqualify your RFP response submission. Contractors must submit RFP responses by the due date and time as specified herein. Late proposals will not be accepted. Contractors will be considered non responsive if the above requirements are not submitted as requested.

XI. Termination

A. Termination for Cause

YTEL may terminate the whole or any part of the RFP or any agreement reached with a successful bidder, by written notice of default to Contractor, in any one of the following circumstances, which shall be expanded in the definitive agreement:

- If the Contractor fails to perform any duties or obligations within the time specified herein or any written extension thereof granted by YTEL.
- If the Contractor so fails to make progress as to endanger performance of this Agreement in accordance with its terms.
- If the Contractor fails to comply with any of the material terms and conditions of this Agreement. Such termination shall become effective if the Contractor does not cure such failure within a period of ten (10) days after written notice of default by YTEL.
- If the other party is declared insolvent or bankrupt, or makes an assignment for the benefit of creditors, or a receiver is appointed or any proceeding is demanded by, for, or against the other under any provision of the Federal Bankruptcy Act or any amendment thereof.
- Failure to follow federal, state, and local laws regarding safe work practices. Upon termination, YTEL may procure, upon such terms as it shall deem appropriate, services like those so terminated. The contractor shall continue performance of this Agreement to the extent not terminated.

B. Termination for Convenience

YTEL may terminate this RFP or any definitive agreement for any reason or no reason, whether extended beyond the initial term, by giving the other party written notice thirty (30) days in advance. Contractor shall be paid for work performed through termination, as well as reasonable demobilization fees.

C. Force Majeure

In no event shall YTEL be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that YTEL shall use reasonable efforts which are consistent with accepted practices in the utility industry to resume performance as soon as possible. In no event shall the Contractor be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or

indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Contractor shall use reasonable efforts which are consistent with accepted practices in the utility industry to resume performance as soon as possible.

XII. Safety and Labor Expectations

Safety is of paramount importance to YTEL. YTEL seeks to work with the winning Contractor(s) on a translation of the required safety standards in the addendum for review and use by line workers. For applicants to YTEls fiber construction RFP, preference will be given for employers who can demonstrate that the workforce performing the contract will meet the following criteria:

- High standards of safety training, certification, and/or licensure for all relevant workers, for example, OSHA 10, OSHA 30, UG101, OSHA 1910.268, traffic control, or other training, as relevant depending on title and work, and exemplary workplace safety practices.
- Professional certifications and/or in-house training to ensure that deployment is done at a high standard.
- Include workforce from the local region that supports job pipelines for traditionally marginalized communities.
- Relevant work will be performed by a directly employed workforce or employer has policies and/or practices to ensure that any employees of contractors used meet the criteria as described above.
- No recent violations of Occupational Safety and Health Act, the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, and California State Labor and Employment Laws.

YTEL expects the winning bidder to provide reports on the commitments made in the bidder's proposal. At a minimum, the information provided shall include all of the following:

1. The total number of workers disaggregated by job title performing relevant work.
2. A description of safety training, certification, and/or licensure requirements for all relevant workers and copies of policies and procedures related to safety standards.
3. Information on the Professional certifications and/or in-house training in place to ensure deployment is done at a high standard.
4. Documentation of a local region-based workforce that supports job pipelines for traditionally marginalized communities.
5. A description of any open investigations against the recipient for violations of the Occupational Safety and Health Act, the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, and Vermont Labor and Employment Laws within the last two years.

6. A statement of whether any of the relevant work has been performed by contracted companies, and if so, the above information for each of the companies that has performed relevant work as well.

XIII. Contractor Responsibilities

It shall be the responsibility of the selected Contractor to provide the resources necessary for the scope of work. YTEL is not responsible for any omission, failure to detect any requirement, or any other condition required to complete the Scope of Work (SOW). The awarded Contractor shall:

- Meet with representatives of YTEL to exchange information, agree on details of equipment arrangements, and installation interfaces for the cabling project.
- Coordinate and conduct all make-ready work on poles if approved and selected to do such.
- Have sufficient resources to complete the SOW within the allotted time frame.
- Furnish all labor, supervision, quality control, tooling, and miscellaneous consumables for the cabling system installed for YTEL.
- Install, terminate, and test all YTEL furnished fiber strands at each location according to the Product and Services Specifications.
- Attend any mandatory pre-construction meetings in person. All new contractors added after the bid is awarded are required to attend an YTEL onboarding meeting prior to any field work.
- Install all cable and material in accordance with the Product and Services Specifications, including Astound specifications, manufacturer's recommendations, and best industry practices.
- Test (100%) all cables, splices, terminations, and hardware for defects in installation and to verify plant performance under installed conditions. Tests shall be conducted according to FOA, YTEL and Noanet specifications (including the use of a minimum 300m launch reel). Fiber will be tested by the contractor before it leaves the warehouse.
- Supply documentation acceptable to YTEL of testing and footage of each cable and splice.
- Vegetation Management if requested:
 1. Identify with YTEL OSP Manager the areas that need trimming for prior approval.
 2. Coordinate the staffing and oversight of tree trimmers for the sake of hanging fiber.
 3. Adhere to all CA laws regarding the notification of tree trimming.
- Abide by and remain responsible for compliance with all Federal, State, and local regulations.
- Provide mandatory bi-weekly invoices submitted to YTEL with certified payroll, aged no more than three weeks.
- Maintains a 48-hour customer complaint response.
- Label, bond, and ground all applicable equipment and installations to NESC.

XIV. Rejection of Bids

YTEL May reject a bid for the following reasons:

1. Bidder failed to submit an intent to bid by the required date and time outlined in this RFP.
2. Bidder fails to meet the minimum criteria established in this RFP.
3. Bidder fails to submit Certification of Compliance with Wage Payment Statutes Form.
4. Bidder fails to meet the RFP submission timeline.

XV. Attachments

- Confidentiality Agreement (Sent via DocuSign once LOI has been submitted)
- Caltrans Submittal Requirements (attach permit requirements)
- Design