REQUEST FOR PROPOSAL (RFP)
FIBER TO THE HOME (FTTH) Construction
CPUC/CDT FFA Project – Section A2 Weitchpec to Wautec

RFP Key Information	
RFP Number:	RFP00-0022 – CPUC Area 2
Issued By:	Yurok Telecommunications Corporation (YTEL)
Contact Person:	Nicole Mattz – Administration Manager nmattz@yuroktelecom.com
Submission Method:	Email to contact person (one searchable PDF proposal plus completed Price Proposal)
Project:	CPUC FFA Fiber to the Home (FTTH) – Section A2, Weitchpec to Wautec, Humboldt County, CA
Project Dates:	Notice to Proceed December 21, 2026; construction start January 1, 2027; final completion no later than April 30, 2027
Proposals Valid For:	At least 120 calendar days after the proposal due date
Contract Type:	Construction agreement with phased, written segment releases
Bid Security:	Bid bond equal to 5% of the total bid – required with proposal
Performance & Payment Bonds:	100% Performance Bond and 100% Payment Bond – required before Notice to Proceed
Yurok Tribe TERO:	TERO compliance required. TERO fee must be shown as a separate line item in the bid and on every invoice
Prevailing Wage:	Not required (see Section 11)
Terms & Conditions:	1. YTEL reserves the right to accept or reject any or all proposals, in whole or in part, and to negotiate with any or all proposers to modify, add, or remove terms. 2. All costs associated with proposal preparation shall be borne by the proposer. 3. YTEL is not obligated to award a contract based on the lowest bid.

RFP Schedule / Timeline	
RFP Issued:	October 26, 2026
Optional Pre-Proposal Meeting / Site Walk:	November 2, 2026, 8:30 AM PT – via Microsoft Teams
Questions Due to YTEL by:	November 6, 2026
Answers / Final Addendum Provided by:	November 12, 2026
Proposals Due:	November 20, 2026, 5:00 PM PT
Interviews / Clarifications:	Nov. 23 – Dec. 4, 2026, at YTEL discretion
Anticipated Notice of Award:	December 7, 2026
Contract Execution Due:	December 17, 2026 (with bonds and insurance)
Anticipated Notice to Proceed:	December 21, 2026
Construction Start:	January 1, 2027
Required Final Completion:	April 30, 2027

1. PURPOSE

Yurok Telecommunications Corporation (YTEL) invites qualified construction contractors to submit proposals to construct underground and aerial fiber optic infrastructure for YTEL's Fiber to the Home network, funded through the California Public Utilities Commission (CPUC) Federal Funding Account (FFA), Karuk Fiber Project, and CDT Middle Mile Project. The network will bring high-speed internet access to unserved and underserved residents in Humboldt County, California.

This RFP is intended to obtain a complete, measurable, and auditable proposal. Proposers must review the plans, specifications, Bid Schedule, permits, addenda, and draft agreement as a coordinated set and must identify every exception or assumption in the proposal. Silence will be interpreted as acceptance of the stated requirements.

2. PROJECT OVERVIEW

Project Area

The work is located in Humboldt County, California. The current project area includes the following segment, subject to the final Issued for Construction (IFC) plans and written releases from YTEL:

- Section A2 – Weitchpec to Wautec underground and aerial construction

Contract Documents

The Contract Documents will include this RFP, all issued addenda, the accepted proposal, the final agreement, the Bid Schedule, IFC drawings, specifications, approved submittals, applicable permits, and written change orders. If the documents conflict, the order of precedence stated in the final agreement will control. Proposers must request clarification before the question deadline rather than rely on an interpretation that changes price, scope, or schedule.

Project Schedule

The selected Contractor must provide sufficient crews, supervision, equipment, and materials to achieve the contractual milestones and final completion no later than April 30, 2027. Work may begin only after YTEL issues a written Notice to Proceed and releases the applicable segment. Segment releases may be phased based on permits, pole approvals, right-of-way access, material availability, environmental conditions, and coordination with other contractors.

Owner and Project Team

Role	Organization or Designation
Owner	Yurok Telecommunications Corporation
Project Engineer	Grey Snow Communications or another representative designated in writing by YTEL
Owner Representative	Hunter Myers - YTEL
Construction Inspector	Grey Snow Communications
Procurement Contact	Nicole Mattz, Administration Manager – nmattz@yuroktelecom.com

3. SCOPE OF WORK

The Contractor shall furnish all supervision, labor, equipment, tooling, and consumables necessary to provide a complete and functional installation in accordance with the Contract Documents, except for items expressly identified as owner furnished or owner administered. The tasks below describe the anticipated work and do not replace the plans, specifications, permit requirements, or Bid Schedule. Detailed quantities are provided in Appendix B.

Preconstruction and Mobilization

- Participate in kickoff, preconstruction, utility coordination, permit, traffic control, environmental, and weekly progress meetings.
- Provide baseline and three-week look-ahead schedules, schedule of values, submittal log, procurement log, crew plan, equipment list, emergency contacts, and site-specific safety plan.
- Verify construction limits, work releases, access, utility markings, staging areas, material storage, and disposal locations before disturbing the site.

Underground Construction

- Install conduit, tracer wire, warning tape, vaults, handholes, pedestals, markers, and associated hardware shown in the Contract Documents.
- Perform trenching, plowing where authorized, Horizontal Directional Drilling (HDD), potholing, bore pit construction, dewatering, shoring, bedding, backfill, nuclear compaction, and surface restoration.
- Maintain required cover, separation, bend radius, conduit configuration, vault grade, drainage, and sealing requirements.

- Rod, proof, clean, and install pull tape in conduit before acceptance. Protect existing utilities and immediately report conflicts or damage.
- Provide daily GPS-coordinated bore logs with plan and profile view, and Caltrans PLS certified underground as-builts where required.

Aerial Construction

- Complete authorized make-ready work, pole transfers, anchors, guys, strand, risers, storage loops, grounds, and related hardware.
- Place, lash, over lash, or otherwise install fiber cable in accordance with approved pole owner requirements and the Contract Documents.
- Do not perform unapproved work on utility facilities or assume that a pending pole application authorizes construction.

Fiber Installation, Splice Planning, and Testing

- Place underground and aerial fiber without exceeding manufacturer pulling tension, bend radius, or environmental limitations.
- Install splice cases, terminals, splitters, labels, route markers, and slack storage. Prepare and maintain a splice plan and fiber allocation record.

- **Restoration and Closeout**
- Restore pavement, shoulders, ditches, landscaping, drainage, fences, signs, striping, and other disturbed improvements to the condition required by the permits and Contract Documents.
- Remove waste, abandoned materials, temporary facilities, and equipment. Leave each work area safe, clean, and ready for use.
- Complete punch list work, final testing, as-built records, warranties, releases, spare material delivery, and all required closeout documentation.

Owner-Administered Items

YTEL or its designated consultants will administer project management, traffic control, permitting, environmental and cultural coordination, engineering, construction inspection, and grant reporting unless the final Contract Documents expressly assign a task to the Contractor. Pole attachment fees and utility make-ready payments will be handled by YTEL. Contractor coordination, submittals, schedules, field support, and compliance documentation associated with these activities remain included in the Contractor's work.

Engineering and Permitting

Construction drawings: Yurok-Overall-Requa & Hunters Creek:
https://app.box.com/shared/static/th6ew2ydrgn7rfpd0vdsqh2q1u1uwm3d.pdf

Yurok-Overall-Weitchpec:
https://app.box.com/shared/static/c7um6f7xqizi2wukif6pymb7k7kdzwur.pdf

Yurok-Overall-Klamath: https://app.box.com/s/aebym31v8n96usr1t5tg1yuuls4asqbb

Permit status: Some permits are pending, and design is subject to changes. Unit rates will be used for any changes to the design.

4. TECHNICAL AND CONSTRUCTION REQUIREMENTS

Standards and Permits

The Contractor shall comply with the latest Contract Documents and every condition applicable to its work, including requirements issued by Caltrans, counties, federal agencies, YTEL, the Yurok Tribe, , and pole owners. Work must also comply with applicable federal, tribal, state, and local laws; California occupational safety requirements; utility owner standards; manufacturer instructions; and accepted industry practices.

Work Releases and Permit Status

Some permits, pole attachment approvals, make-ready activities, or agency clearances may remain pending at the time of proposal. YTEL may issue phased work releases. The Contractor shall not mobilize into or disturb an unreleased area and shall sequence available work to reduce delay. A pending approval is not a basis for unauthorized work.

Submittals and Substitutions

The Contractor shall maintain a submittal register and obtain approval before incorporating a material, assembly, method, or design change into the work. Approval of a submittal does not relieve the Contractor from responsibility for dimensions, quantities, coordination, code compliance, warranty, or performance. Substitutions must identify cost, schedule, compatibility, warranty, and maintenance effects.

Utility Locating and Damage Prevention

The Contractor is responsible for required one-call notifications, private locating when assigned, potholing of all crossed utilities, positive identification, safe excavation practices, and protection of existing facilities. The Contractor shall immediately stop work, secure the area, notify the facility owner and YTEL, and follow required reporting procedures after any strike, damage, or near miss.

Environmental and Cultural Resources

The Contractor shall comply with environmental, cultural resource, biological, stormwater, hazardous material, and erosion control requirements in the permits and plans, and shall coordinate with YTEL field construction monitors and cultural monitors when required. If suspected archaeological material, human remains, protected species, contaminated soil, or an unanticipated environmental condition is encountered, the Contractor shall stop work in the affected area, protect the discovery, and notify YTEL immediately. Work may resume only after written release.

Traffic Control and Public Access

YTEL will provide all associated traffic control for Caltrans, County, and tribal locations. The Contractor shall provide the traffic control plan with a two-week look-ahead to maintain community and agency awareness. Schedules must remain accurate to prevent delays caused by untimely agency notice.

Safety

The Contractor has sole responsibility for construction means, methods, sequencing, and site safety. Before mobilization, the Contractor shall submit its safety program, competent person designations, emergency response plan, incident reporting procedure, and project-specific plans for excavation, confined spaces, traffic exposure, lifting, energized facilities, and other applicable hazards.

Quality Control

The Contractor shall maintain a written quality control plan with defined inspections, hold points, testing, deficiency tracking, and corrective action. YTEL inspection does not replace the Contractor's quality control or relieve the Contractor of responsibility for compliant work.

5. PROJECT ADMINISTRATION AND DELIVERABLES

Meetings and Reporting

The Contractor shall attend weekly progress meetings and provide accurate reports in the format required by YTEL. Reports shall distinguish planned, completed, accepted, and forecast work and shall identify constraints, decisions needed, submittals, procurement status, safety matters, quality issues, changes, and recovery actions

Deliverable	Required Content	Frequency / Due
Daily report	Crews, hours, equipment, GPS bore logs (plan and profile view), locations, work quantities, safety, visitors, delays, incidents, photos, and issues	Next business day
Weekly progress report	Schedule status, production by segment, three-week look-ahead, constraints, submittals, changes, and recovery actions	Before weekly meeting
TERO weekly labor force report	Workforce by craft, hours, and Indian Preference status for Contractor and all subcontractors (see Section 6)	Weekly
Construction schedule	Baseline critical path schedule and updates showing logic, milestones, crews, and actual progress	Baseline before NTP; update weekly
Geotagged photographs	Before, during, and after photographs tied to date, location, segment, and measurable work	With daily and grant reporting
Redline as-built records	Installed alignment, depth, structures, cable, splices, changes, and field conditions	Maintain daily; submit monthly and at closeout
Quantity report	Measured monthly and cumulative footage and unit quantities by work type and segment	Monthly and with pay application

Deliverable	Required Content	Frequency / Due
Test results	Conduit proofing, nuclear compaction, grounding, fiber tests, OTDR, power meter, and other required tests	As completed
Closeout package	Final surveyed and stamped as-builts, test files, warranties, releases, inventories, and punch list completion	Before final acceptance

Measurement and Payment

Payment will be based on accepted work measured under the Bid Schedule and final agreement. Each application for payment must include an updated schedule of values, verified quantities, daily reports, photographs, redline as-builts, test documentation, releases, **the separately stated TERO fee line item, and current TERO weekly labor force reports**, and other support requested by YTEL. Invoices shall be submitted monthly within the first 7 calendar days of each month. Payment does not constitute final acceptance or waive defective work.

Construction Progress Footage

The Contractor shall separately report monthly and cumulative route-ready footage and fiber installation footage using YTEL definitions. Underground route-ready footage generally requires completed conduit and vault support structures. Aerial route-ready footage requires completed make-ready, anchors, guys, and strand as applicable. Installed fiber footage must reflect fiber physically placed. Final fiber completion requires completed splicing and accepted test results. YTEL may reject unsupported or duplicate footage.

Schedule Recovery

If actual or forecast progress falls behind an approved milestone, the Contractor shall promptly submit a recovery plan identifying additional crews, shifts, equipment, resequencing, procurement changes, and other corrective actions. A recovery plan does not entitle the Contractor to additional compensation or time unless YTEL approves a written change order.

Change Management

The Contractor shall notify YTEL in writing within seven (7) calendar days after discovering a condition that may affect scope, price, or time, and before performing the affected extra work, except for immediate action needed to protect life or property. No employee, inspector, consultant, or field representative may authorize additional compensation unless the final agreement expressly grants that authority and the change is documented in writing.

Change Order Process

All change orders must be submitted in writing using the Change Order Form provided in **Appendix G – Change Order Form**. Each change order request shall describe the change, the reason for the change, and its impact on contract price and time, and shall include all supporting documentation. Change orders must be reviewed and approved in writing by both the Contractor's Project Manager

and the YTEL Project Manager before the changed work is performed. Verbal direction, email, meeting discussions, or field instructions do not constitute an approved change order. Work performed without an approved change order will not be compensated.

Rock and Cobble Adder – Field Verification and Approval Requirements

The Contractor shall field-verify all rock and cobble conditions for which additional compensation is requested. Verification must include photographic documentation obtained through potholing, bore pits, or excavation activities that clearly demonstrates the subsurface conditions encountered and identifies the beginning and ending locations of the affected construction segment.

A YTEL-provided Field Monitor shall review and verify the documented conditions on-site. All supporting documentation shall be submitted immediately to the project engineers for review and written approval or denial of the requested adder.

The Contractor shall complete the YTEL-provided Adder Verification Form, including the applicable locations, quantities, conditions encountered, and supporting photographs. The form must be reviewed and signed by an authorized YTEL representative.

No rock or cobble adder shall be eligible for payment without proper field verification, supporting documentation, and written approval. The completed and signed Adder Verification Form, along with all supporting documentation, must be submitted with the applicable as-built records at the time of invoicing. Failure to provide the required documentation may result in denial of the requested additional compensation.

6. YUROK TRIBE TERO REQUIREMENTS

This project is subject to the Yurok Tribe Tribal Employment Rights Ordinance (TERO). The Contractor and every subcontractor, at every tier, shall comply with all applicable Yurok Tribe TERO requirements for the duration of the work. TERO compliance is a condition of award, a condition of payment, and a material term of the final agreement.

TERO Office Contact

Yurok Tribe Tribal Employment Rights Office (TERO) – Lori Hodge, TERO Director - *llhodge@yuroktribe.nsn.us*

Proposers are responsible for contacting the TERO Office before the proposal due date to confirm the requirements, registration steps, and fees that apply to their workforce and subcontractors.

TERO Requirements

- **Registration:** Register with the Yurok Tribe TERO Office before mobilization and ensure all subcontractors are registered before they perform work.
- **Indian Preference:** Provide Indian Preference in hiring, training, promotion, subcontracting, and supplier selection as required by the Yurok Tribe TERO ordinance.
- **Indian Preference Plan:** Submit a TERO compliance / Indian Preference Plan approved by the TERO Office before YTEL issues the Notice to Proceed. The plan must identify core crew, projected hiring needs by craft, and the process for requesting TERO referrals.

- **Weekly Labor Force Reports:** Submit weekly labor force reports for the Contractor and all subcontractors to the TERO Office and YTEL.
- **TERO Flaggers:** YTEL provides traffic control for this project. Any additional flagging the Contractor requires shall use Yurok TERO-certified flaggers.
- **Subcontractors:** Include these TERO requirements in every subcontract. The Contractor remains responsible for subcontractor TERO compliance.

TERO Fee

- The current Yurok Tribe TERO fee for construction contracts is five percent (5%) of the contract amount. Proposers must confirm the applicable rate with the TERO Office.
- The TERO fee must be shown as a separately identified line item in the Price Proposal (Appendix C, Item 5) and included in the total proposed price.
- The TERO fee must be shown as a separate line item on every invoice. YTEL will remit the TERO fee to the Yurok Tribe on the Contractor's behalf and will pay the Contractor the invoice amount net of the TERO fee.
- Unless YTEL directs otherwise in writing, the Contractor is responsible for all TERO administration and compliance costs.

Enforcement

Invoices that do not show the TERO fee as a separate line item, or that are not supported by current weekly labor force reports, will be returned for correction and will not be approved for payment. Failure to comply with TERO requirements may result in withholding of payment, suspension of work, or termination for default. Any bidder assumption concerning TERO applicability or fee calculation must be stated in Appendix E, Exceptions and Assumptions.

7. BOND REQUIREMENTS

Bonds are required for this project. Proposals submitted without the required bid security will be rejected as non-responsive.

Bond	Amount	When Required
Bid Bond	5% of the total proposed price	Submitted with the proposal
Performance Bond	100% of the contract price	Before Notice to Proceed
Payment Bond (Labor & Materials)	100% of the contract price	Before Notice to Proceed

Bid Bond

- Each proposal must include a bid bond equal to five percent (5%) of the total proposed price, payable to Yurok Telecommunications Corporation.
- The bid bond is in addition to the Price Proposal and is not added to the contract price.
- If the selected proposer fails to execute the final agreement or furnish the required performance and payment bonds and insurance within ten (10) calendar days after notice of award, the bid bond will be forfeited to YTEL, and YTEL may award to another proposer.

- Bid bonds of unsuccessful proposers will be released after the final agreement is executed with the selected Contractor, or when all proposals are rejected.

Performance Bond

- The selected Contractor shall furnish a performance bond in the amount of one hundred percent (100%) of the contract price before YTEL issues the Notice to Proceed.
- The performance bond shall guarantee faithful performance of the contract, including correction of defective work, and shall remain in effect through the one-year warranty period following final acceptance.

Payment Bond

- The selected Contractor shall furnish a payment bond in the amount of one hundred percent (100%) of the contract price before YTEL issues the Notice to Proceed.
- The payment bond shall guarantee payment of all persons supplying labor, materials, equipment, or services for the work, including subcontractors and suppliers at every tier.

Surety Requirements

- All bonds must be issued by a surety company admitted to transact surety business in the State of California and listed on the current U.S. Department of the Treasury Circular 570.
- The surety must hold an A.M. Best rating of A- VIII or better, or otherwise be acceptable to YTEL.
- Each bond must include a valid, original power of attorney for the attorney-in-fact who signed the bond.+
- If the contract price increases by change order, the Contractor shall increase the performance and payment bond amounts accordingly at no additional cost to YTEL.
- If a surety becomes insolvent or unacceptable to YTEL, the Contractor shall provide a replacement bond within ten (10) calendar days of written notice.

Bonding Capacity Evidence

Each proposal shall include a letter from the proposer's surety confirming that the surety will furnish the required performance and payment bonds if the contract is awarded, and stating the proposer's single-project and aggregate bonding capacity. All bond premiums shall be included in the Price Proposal (Appendix C, Item 4).

8. EXPERIENCE CONFIRMATION AND CONTRACTOR QUALIFICATIONS

YTEL intends to award to a responsible Contractor that demonstrates the technical, financial, managerial, and operational capacity to complete the project. At a minimum, the proposer shall meet and document the following:

Capability: Proposer must be capable of constructing the network as described in this RFP.

California Licensing: Class A or C – 34 r 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: Proposer must be able to furnish the bonds required in Section 7 and the insurance required in Section 12.

Business Registration: Proposer 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: Proposer must maintain active workers' compensation insurance coverage in compliance with the California Labor Code.

Debarment Status: Proposer 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 from federally funded contracts.

Labor Law Compliance Certification: Proposer 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.

Plan Interpretation: Contractor must be fluent in reading CAD construction-ready plans.

Pole Attachment & Safety Standards: Contractor must provide qualified personnel to install telecommunications equipment within the communications space of utility poles. Evidence of knowledge and compliance with CPUC General Orders (including GO 95 and GO 128), the National Electrical Safety Code (NESC), and applicable utility pole standards must be provided prior to award.

Category	Required Evidence
Licensing	Active California contractor licenses Class A or c-37 and classifications required for the proposed work, with license numbers and expiration dates
Experience	At least three comparable underground and aerial fiber projects, including route miles, contract value, completion date, and client reference
Key personnel	Qualified project manager, superintendent, safety lead, quality lead, and forepersons
Capacity	Crew loading, equipment availability, subcontractor commitments, material procurement plan, and ability to meet April 30, 2027
Safety	Experience modification rate (EMR), OSHA recordable data, serious citations, and safety performance for the last three complete years
Financial and bonding	Evidence of financial capacity, surety bonding capacity letter, and ability to carry project costs through payment cycles
Quality	Quality control program, test capabilities, nonconformance process, and sample closeout records
Labor and TERO compliance	Ability to satisfy applicable wage, payroll, workforce, Yurok Tribe TERO, and grant recordkeeping requirements

Subcontractors

Identify every proposed subcontractor and the work it will perform. YTEL may require additional qualification information and may reject a proposed subcontractor for documented responsibility,

safety, licensing, conflict, TERO, or performance concerns. Approval of a subcontractor does not reduce the prime Contractor's responsibility for the work.

Conflicts and Debarment

The proposer shall disclose actual or potential conflicts of interest, pending claims or litigation that could materially affect performance, contract terminations for default within the last five years, and any suspension, debarment, or exclusion from public contracting. Failure to disclose material information may result in rejection or termination.

9. PROPOSAL SUBMISSION AND FORMAT

Delivery

Email one searchable PDF proposal and one completed Price Proposal (Appendix C with supporting unit pricing) to Administration Manager Nicole Mattz at nmattz@yuroktelecom.com no later than the due date and time identified above. Late proposals will not be accepted. YTEL will acknowledge receipt within three (3) business days.

Restricted Communications

From issuance through notice of award, proposers must direct all procurement communications only to the procurement contact. Unapproved contact with YTEL employees, consultants, governing representatives, property owners, permitting agencies, or utility owners concerning this solicitation may result in disqualification. Only a written addendum issued by YTEL may revise this RFP; proposers must not rely on oral statements.

Proposal Organization

1. Cover letter signed by a person authorized to bind the proposer, including legal name, business address, primary point of contact, telephone, email, Federal Employer Identification Number (FEIN), and Unique Entity ID (UEI).
2. Executive summary describing the proposed approach, schedule, and principal advantages.
3. Completed Proposal Checklist (Appendix A) and Proposal Certification.
4. Company qualifications, licensing, safety record, and relevant project experience.
5. Project organization chart, key personnel resumes, crew plan (drill, trench, aerial, and vault crews), equipment plan, and Subcontractor and Key Personnel List (Appendix F).
6. Construction approach, estimated weekly production schedule, total project duration, quality control plan, safety plan, and permit compliance plan.
7. **Bond documents:** five percent (5%) bid bond and surety letter committing to 100% performance and payment bonds (Section 7).
8. **TERO approach:** confirmation of contact with the Yurok Tribe TERO Office, anticipated core crew and hiring needs by craft, and local and tribal workforce participation plan (Section 6).
9. Completed Price Proposal (Appendix C), including bonds and insurance, the separately stated Yurok Tribe TERO fee, and total proposed price.
10. Completed Addenda Acknowledgment (Appendix D) and Exceptions and Assumptions (Appendix E).
11. Three client references for comparable fiber construction completed within the last five years.

12. Certificate of insurance or broker letter confirming the ability to obtain the required insurance (Section 12).

Proposal Validity

Proposals must remain valid for at least one hundred twenty (120) calendar days after the proposal due date unless YTEL approves a shorter period in writing.

10. PROPOSAL EVALUATION AND AWARD

Responsiveness Review

YTEL will first review proposals for timely submission, required signatures, completed pricing, **bid bond**, **separately stated TERO fee**, required forms, licensing, bonding capacity, material exceptions, and overall responsiveness. YTEL may waive minor informalities but is not required to permit correction of a material omission.

Evaluation Factor	**Points**
Price and commercial completeness	30
Relevant fiber construction experience and past performance	20
Schedule and crew capacity	20
Technical approach and quality control	15
Safety and risk management	10
Local and tribal workforce participation plan (TERO)	5
Total	**100**

Clarifications and Negotiations

YTEL may request written clarifications, conduct interviews, verify references, evaluate proposed personnel, request a best and final offer, or negotiate with one or more proposers. Clarification may not be used to cure a material failure when doing so would compromise a fair procurement.

Award Basis

Award, if made, will be based on the proposal YTEL determines offers the best overall value after considering price, responsibility, technical merit, schedule, risk, and compliance with this RFP. The lowest price will not automatically receive the award. No award is binding until authorized representatives execute the final agreement, the required bonds and insurance are received, and YTEL issues a Notice to Proceed.

11. PRICE AND WAGES

Price

The proposal shall state a not-to-exceed total price supported by the completed Price Proposal. Prices must include supervision, labor, payroll burden, travel, lodging, equipment, small tools, consumables, mobilization, demobilization, overhead, profit, taxes, bond premiums, insurance, documentation, testing, and all other costs except items expressly identified as owner furnished or

reimbursable allowances. The Yurok Tribe TERO fee must be stated separately and included in the total.

No Prevailing Wage Requirement

No state or federal prevailing wage rate is required for this project. Proposers shall prepare their bids without a prevailing wage premium. This statement does not relieve the Contractor from complying with generally applicable wage, payroll, employment, tax, workplace, or recordkeeping laws, or with Yurok Tribe TERO requirements.

12. INSURANCE

Insurance Requirement

At all times during the term of its contract, the Contractor shall maintain insurance in full force and effect, issued by insurers and for policy limits acceptable to YTEL. The successful Contractor 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. The Contractor is responsible for all deductibles or retentions. Contractor's insurer shall waive rights of subrogation.

Coverage	Minimum Requirement
Workers' compensation	Statutory limits
Employer's liability	$1,000,000 each accident, disease policy limit, and disease each employee
Commercial general liability	$1,000,000 each occurrence and $2,000,000 aggregate
Automobile liability	$1,000,000 combined single limit
Umbrella or excess liability	$5,000,000 each occurrence and aggregate, unless revised in the final agreement
Contractor's pollution liability	$1,000,000 each claim and aggregate when the work presents an applicable exposure

Subcontractors

Any subcontractors utilized on the project shall carry commercial general liability, pollution liability, automobile liability, workers' compensation, and employer's liability insurance that complies with this section. The Contractor is responsible for securing all documentation. YTEL reserves the right to receive a copy of all documentation for employees and subcontractors of the Contractor.

Additional Insured Endorsement

The Contractor shall cause the commercial liability coverage required by the contract to include (1) YTEL, including 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. The endorsement shall be under a policy that cannot be canceled absent forty-five (45) days' notice to the additional insureds.

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 claims, actions, suits, demands, damages, liabilities, losses, settlements, judgments, costs, and expenses (including attorneys' fees) which arise out of, relate to, or result from any act or omission of the Contractor or its affiliates during the bid process or the work to be performed. Upon award, the Contractor will be required to sign a separate Hold Harmless Agreement of equal or broader scope and a Non-Disclosure Agreement as part of the definitive agreement.

13. WARRANTY

The Contractor shall warrant its work against defects in workmanship and installation for at least one (1) year after final acceptance, or longer when required by the plans, specifications, permits, manufacturer, or final agreement. The Contractor shall transfer manufacturer warranties and promptly correct covered deficiencies at no additional cost to YTEL. The performance bond shall remain in effect through the warranty period.

14. SAFETY AND LABOR EXPECTATIONS

Safety is of paramount importance to YTEL. Preference will be given to employers who can demonstrate that the workforce performing the contract has no recent violations of the Occupational Safety and Health Act, the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, or California labor and employment laws. The selected Contractor shall report on the commitments made in its proposal, including at a minimum:

1. The total number of workers, disaggregated by job title, performing relevant work.
2. A description of safety training, certification, and licensure requirements for all relevant workers, and copies of safety policies and procedures.
3. Professional certifications and in-house training in place to ensure deployment is done to a high standard.
4. Whether any relevant work has been performed by subcontracted companies and, if so, the above information for each.

15. CONTRACTOR RESPONSIBILITIES

The selected Contractor is responsible for providing the resources necessary to complete the Scope of Work. YTEL is not responsible for any omission, failure to detect a requirement, or other condition required to complete the work. The awarded Contractor shall:

- Attend the mandatory pre-construction meeting. All contractors and subcontractors added after award must attend a YTEL onboarding meeting before any field work.
- Coordinate and conduct authorized communications make-ready work on utility poles when approved.
- Maintain sufficient resources to complete the work within the required schedule.
- Install, terminate, and test all YTEL-furnished fiber strands according to the Contract Documents, YTEL specifications, manufacturer recommendations, and best industry practices.

- Test 100% of cables and hardware according to FOA specifications (including a minimum 300 m launch reel). Fiber will be tested by the Contractor before it leaves the warehouse.
- Perform vegetation management only when requested, with prior approval of the areas by the YTEL OSP Manager and in compliance with California tree-trimming notification requirements.
- Label, bond, and ground all applicable equipment and installations to NESC and GO 95 specifications.
- Maintain TERO compliance, current performance and payment bonds, and required insurance for the life of the contract.
- Comply with CPUC FFA funding requirements and all federal, tribal, state, and local regulations.

16. RECORDS AND AUDIT

The Contractor shall maintain complete project, payroll, procurement, cost, quantity, test, safety, TERO, material inventory, and subcontract records for at least three (3) years after YTEL submits its final federal expenditure report, or longer if required by the final agreement, the federal award, or pending audit or litigation (2 CFR 200.334). YTEL, the Yurok Tribe TERO Office, the Comptroller General, and their authorized representatives may inspect and audit relevant records upon reasonable notice.

17. TERMINATION

Termination for Cause

YTEL may terminate the whole or any part of any agreement with the successful proposer by written notice of default, delivered in accordance with the Notices provision below, in any of the following circumstances, which shall be expanded in the definitive agreement:

- Failure to perform any duties or obligations within the time specified or any written extension granted by YTEL.
- Failure to make progress so as to endanger performance of the agreement.
- Failure to comply with any material term, including TERO, bonding, and federal requirements, not cured within ten (10) days after receipt of written notice of default.
- Insolvency, bankruptcy, assignment for the benefit of creditors, or appointment of a receiver.
- Failure to follow federal, state, tribal, and local laws regarding safe work practices.

Default remedies may include supplementation, withholding, completion by others, recovery of resulting costs, and recourse to the performance and payment bonds.

Termination for Convenience

YTEL may terminate this RFP or any definitive agreement for any reason or no reason, including a change in federal funding, by giving thirty (30) days' written notice delivered in accordance with the Notices provision below. Compensation will be limited to accepted work properly performed and reasonable, documented demobilization and closeout costs allowed by the agreement.

Force Majeure

Neither party shall be liable for failure or delay in performance caused by forces beyond its control, including strikes, accidents, acts of war or terrorism, civil disturbances, natural catastrophes, acts of God, or interruptions of utilities or communications services. Each party shall use reasonable efforts consistent with accepted utility industry practices to resume performance as soon as possible.

18. MISCELLANEOUS

Confidentiality and Disclosure

Proposers may not assume their responses are confidential regardless of statements included in the response. During the evaluation period, YTEL will make every effort allowable by law to maintain confidentiality. Proposals become the property of YTEL and will be shared with internal staff and contracted consultants for evaluation. Proposers should clearly identify information for which confidential treatment is requested, but YTEL cannot guarantee every designation will be enforceable.

Incurred Costs to Propose

YTEL is not liable for any costs incurred by any proposer in preparing a proposal or related matters.

Revisions to RFP / Errors and Omissions

A proposer may revise its proposal at any time before the submission deadline. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, or omission in this RFP, it should immediately notify YTEL in writing and request clarification. Amendments will be issued by written addendum.

Objections to RFP Terms

A proposer that objects to any provision of this RFP must state the grounds for the objection with specificity in Appendix E. Failure to object in this manner constitutes a waiver of the objection. Objections may be a differentiating factor in evaluation.

Acceptance of RFP / Proposal

The contents of this RFP and the selected proposal will become part of the contractual obligations if a contract award ensues. Failure of the Contractor to accept these obligations will result in cancellation of the award. YTEL has final discretion as to acceptance of any proposal.

No Waiver of RFP Provisions

No waiver by YTEL of any provision of this RFP shall be implied from any failure by YTEL to act on a proposer's failure to observe any provision.

Governing Terms

The final agreement will identify governing law, dispute resolution, venue, and jurisdictional provisions. Submission of a proposal does not create a contract, authorize work, or alter the legal rights, immunities, or defenses of any party.

19. RESERVATION OF RIGHTS AND REJECTION OF PROPOSALS

YTEL reserves the right, to the extent permitted by applicable requirements, to:

- Reject any or all proposals and cancel, suspend, revise, or reissue this solicitation.
- Amend the scope, schedule, quantities, procurement process, or Contract Documents by written addendum.
- Waive minor informalities and request clarification or additional information.
- Verify information, contact references, investigate proposer responsibility, and conduct interviews.
- Award all, part, or none of the work and negotiate final terms with the selected proposer.

YTEL may reject a proposal that:

1. Fails to meet the minimum criteria established in this RFP.
2. Is received after the submission deadline.
3. Does not include the required five percent (5%) bid bond.
4. Does not state the Yurok Tribe TERO fee as a separate line item.
5. Is conditional, materially incomplete, misleading, collusive, or inconsistent with procurement integrity.

20. CONTACT INFORMATION

All RFP-related questions shall be directed in writing to:

Nicole Mattz
Administration Manager – Yurok Telecommunications Corporation
3101 Concorde Dr., McKinleyville, CA 95519
Email: nmattz@yuroktelecom.com

21. NOTES

- This RFP does not constitute a contract award.
- YTEL reserves the right to negotiate scope and pricing.
- Final award is subject to contract execution, receipt of required bonds and insurance, and TERO registration.

APPENDIX A – PROPOSAL CHECKLIST

Item	Required Proposal Component	Included
1	Signed cover letter and authorized representative information	
2	Executive summary	
3	Company qualifications and California license information	
4	Comparable project experience and three references	
5	Project organization chart and key personnel resumes	
6	Crews and equipment	
7	Construction approach and baseline schedule	
8	Safety information and project safety approach	
9	Quality control and testing approach	
10	Completed Price Proposal including separate Yurok Tribe TERO fee line	
11	**Five percent (5%) bid bond with power of attorney**	
12	**Surety letter committing to 100% performance and payment bonds, with bonding capacity**	
13	**TERO approach and local/tribal workforce participation plan**	
14	Completed Addenda Acknowledgment	
15	Completed Exceptions and Assumptions form	
16	Subcontractor and Key Personnel List	
17	Insurance certificate or broker confirmation letter	
18	Conflict, litigation, termination, and debarment disclosures	
19	Labor law compliance certification	

Proposal Certification

The undersigned certifies that the proposer has reviewed this RFP and all addenda, that the proposal is accurate and complete to the best of the signer's knowledge, that the signer is authorized to bind the proposer, that the proposer will comply with Yurok Tribe TERO requirements and furnish the required bonds if awarded, and that the proposal was prepared independently without collusion.

Field	Response
Proposer legal name	
Authorized representative	
Title	
Signature	
Date	
Email and telephone	

APPENDIX B – DETAILED SCOPE AND QUANTITIES

The following quantities were taken from the Section A2 Weitchpec to Wautec planning worksheet. They describe the anticipated scope without disclosing YTEL budget rates or costs. Quantities are estimates for unit pricing only and remain subject to the final IFC drawings, field verification, permit conditions, and written addenda. Proposers shall identify quantity concerns before the question deadline. Items marked "As directed" have no estimated quantity; proposers shall provide a unit price that will apply only to work YTEL authorizes in writing. Change order adders are paid only under the field verification and approval requirements in Section 5. A dump location will be provided at no cost to the Contractor.

Group	Work Item	Unit	Quantity	Responsibility
UG labor	Install 24 x 36 x 24 Type 1 Tier 22 vault	EA	62	Contractor
UG labor	Install 30 x 48 x 36 Type 3 concrete vault (follow MMBN vault installation print; meet compaction requirement)	EA	12	Contractor
UG labor	Trench one 1.25-inch SDR 11 HDPE conduit at 42-inch minimum depth with tracer wire and fiber tape	LF	57,708	Contractor
UG labor	Directional drill one 1.25-inch SDR 11 HDPE conduit at 42-inch minimum depth with tracer wire; proof conduit; provide GPS-coordinated bore logs in plan and profile view	Bore LF	8,698	Contractor
UG labor	Blow one 48- to 144-count fiber through empty conduit and label ends	LF	79,687	Contractor
UG labor	Install underground fiber route markers	EA	67	Contractor
UG labor	Remove and restore asphalt in 4-inch increments	SF	300	Contractor
UG labor	Hard surface potholing with restoration	EA	50	Contractor
UG labor	Install flower pots	EA	2	Contractor
UG labor	Install fiber serving pedestals	EA	54	Contractor
UG labor	PLS certified final underground as-built (all highway underground)	LS	1	Contractor
Aerial labor	Place aerial strand and hardware	LF	186,926	Contractor

Group	Work Item	Unit	Quantity	Responsibility
Aerial labor	Lash fiber to strand	LF	205,619	Contractor
Aerial labor	Place aerial storage loops	EA	194	Contractor
Aerial labor	Install aerial terminals	EA	101	Contractor
Aerial labor	Install pole riser and standoff bracket	EA	33	Contractor
Aerial labor	Install pole anchors	EA	603	Contractor
Aerial labor	Tree trimming	LF	28,039	Contractor, subject to approvals
Aerial labor	Distribution pole make-ready using approved one-touch process	EA	357	Contractor, subject to pole owner approval
Aerial labor	Mobilization and demobilization	LS	1	Contractor
Unit price only	Place, replace, or remove utility pole	EA	As directed	Contractor, subject to pole owner approval
Unit price only	Directional drill two 1.25-inch SDR 11 HDPE conduits at 42-inch minimum depth with tracer wire; proof conduit; provide GPS-coordinated bore logs in plan and profile view	Bore LF	As directed	Contractor
Unit price only	Pull or blow 48- to 96-count fiber through empty conduit	LF	As directed	Contractor
Unit price only	Install 5-inch steel conduit with expansion joints and hangers on bridge; pull fibers through	LF	As directed	Contractor, subject to permit approval
Change order adder	HDD cobble adder	LF	Change order only	Contractor, per Section 5 verification
Change order adder	HDD solid rock adder	LF	Change order only	Contractor, per Section 5 verification

APPENDIX C – PRICE PROPOSAL

Enter a complete lump sum for each category. Attach supporting unit prices and quantity extensions in the same order as Appendix B. The Yurok Tribe TERO fee must be separately identified and included in the total proposed price.

Item	Price Category	Amount
1	Underground construction labor	
2	Aerial construction labor	
3	Project administration, documentation, and closeout	
4	Performance and payment bond premiums, insurance, and required compliance costs	
5	**Yurok Tribe TERO fee (currently 5% for construction – confirm with TERO Office)**	
6	Allowances authorized by YTEL	
	Total Proposed Price	

Bid security: Attach a bid bond equal to five percent (5%) of the total proposed price. The bid bond is in addition to the Price Proposal and is not added to the contract price. The selected Contractor must provide a 100% performance bond and a 100% payment bond before Notice to Proceed.

APPENDIX D – ADDENDA ACKNOWLEDGMENT

The proposer acknowledges receipt and review of the following addenda. Add rows if necessary.

Addendum	Date Received	Initials	Effect on Proposal
1			
2			
3			
4			

APPENDIX E – EXCEPTIONS AND ASSUMPTIONS

List every exception, qualification, assumption (including TERO applicability or fee calculation and bonding), proposed substitution, requested contract revision, and exclusion. Reference the RFP section or Contract Document. If none, write "None" and sign below.

Item	Reference	Exception or Assumption	Price or Schedule Effect
1			
2			

Item	Reference	Exception or Assumption	Price or Schedule Effect
3			
4			
5			
6			
7			
8			

APPENDIX F – SUBCONTRACTOR AND KEY PERSONNEL LIST

Role or Firm	Name	Scope or Responsibility	License
Prime Contractor project manager			
Superintendent			
Safety lead			
Quality control lead			
Subcontractor			
Subcontractor			
Subcontractor			

By submitting this list, the proposer confirms that the named personnel and firms are available for the project. Replacements after award require YTEL approval and must have qualifications equal to or better than those proposed.

APPENDIX G – CHANGE ORDER FORM

Use this form for every request to change scope, price, or schedule. A change order is not approved, and changed work may not begin, until this form is completed, submitted in writing, and signed by both the Contractor's Project Manager and the YTEL Project Manager. Attach all supporting documentation, including any required cobble or rock adder verification forms.

Project Name	
Location of Services	
RFP / Contract No.	

Requesting Party		**Approving Party**	Yurok Telecommunications Corporation
Project Manager		**Project Manager**	
Change Order No.		**Date of Request**	
Task Order No.			

Change Request Overview

Description of Changes Needed	
Reason for Change	
Support & Justification Documents	List all attached documents that support the requested change and justify any increased cost or time.
Specifications	
Additional Information	

Change in Contract Price

Original Price	
Net Changes of Previous Change Orders	
Net Increase / Decrease	
Total Contract Price with Approved Changes	

Change in Contract Time

Original Time	
Net Changes of Previous Change Orders (days)	
Net Increase / Decrease (days)	
Total Contract Time with Approved Changes	

Approvals

Contractor Project Manager: _____ Date: _____

YTEL Project Manager: _____ Date: _____

YTEL Contract Manager: _____ Date: _____

YTEL CEO (when required): _____ Date: _____

Attachments (if applicable):