REQUEST FOR PROPOSAL (RFP)
FIBER NETWORK Construction
NTIA TBCP Project – Section 3 Trees of Mystery to Crescent City

RFP Key Information	
RFP Number:	RFP00-0023
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:	NTIA TBCP Section 3 Fiber Construction – Trees of Mystery to Crescent City, Del Norte County, CA
Funding Source:	NTIA Tribal Broadband Connectivity Program (TBCP), Award NT22TBC0290053 – federal requirements apply (Section 8)
Project Dates:	Notice to Proceed through final completion by April 1, 2027
Materials:	YTEL furnishes all permanent materials. Contractor bids labor, equipment, handling, and installation only
Splicing & Optical Testing:	Performed by YTEL's in-house splicing team
Proposals Valid For:	At least 120 calendar days after the proposal due date
Contract Type:	Construction agreement with individual task orders.
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 12)
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 22, 2026
Optional Pre-Proposal Meeting / Site Walk:	October 29th, 2026, 8:30 AM PT – via Microsoft Teams
Questions Due to YTEL by:	November 5th, 2026
Answers / Final Addendum Provided by:	November 10th, 2026
Proposals Due:	November 19th, 2026
Interviews / Clarifications:	At YTEL discretion
Anticipated Notice to Proceed:	December 7th
Required Final Completion:	April 1, 2027

1. PURPOSE

Yurok Telecommunications Corporation (YTEL) invites qualified construction contractors to submit proposals for Section 3 of YTEL's fiber network, funded through the National Telecommunications and Information Administration (NTIA) Tribal Broadband Connectivity Program (TBCP) and CDT Middle Mile Project. The work includes underground outside plant, horizontal directional drilling (HDD), bridge attachment construction, fiber placement, restoration, and closeout documentation in Del Norte County, California.

YTEL will furnish all permanent materials and perform fiber splicing and optical testing. The Contractor will furnish supervision, labor, equipment, material handling, documentation, and coordination (see Section 3). Proposers must review the plans, specifications, permits, addenda, and draft agreement as a coordinated set and identify every exception or assumption in Appendix E.

2. PROJECT OVERVIEW

Project Area

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

- **NTIA Section 3 – Trees of Mystery to Crescent City** underground and bridge attachment construction

Contract Documents

The Contract Documents will include this RFP, all issued addenda, the accepted proposal, the final agreement, terms of service, the Bid Schedule, IFC drawings, specifications, approved submittals, applicable permits, required federal contract provisions, and written change orders. If the documents conflict, the order of precedence stated in the final agreement will control.

Project Schedule

The selected Contractor must provide sufficient crews, supervision, and equipment to achieve the contractual milestones and **final completion by April 1, 2027.** Work may begin only after YTEL issues a written Notice to Proceed and releases the applicable area (see Section 4, Work Releases).

Owner and Project Team

Role	Organization or Designation
Owner	Yurok Telecommunications Corporation
Owner Project Manager	Georgina Gensaw
Project Engineer	Grey Snow Communications or another representative designated in writing by YTEL
Construction Inspector	Grey Snow Communication
Splicing and Optical Testing	YTEL
Procurement and Contact Manager	Nicole Mattz, Administration Manager – nmattz@yuroktelecom.com

3. SCOPE OF WORK

The Contractor shall install the YTEL-furnished materials and complete the construction work assigned by the Contract Documents. The tasks below describe the anticipated bid scope 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, YTEL-furnished material receiving and inventory plan, crew plan, equipment list, emergency contacts, and site-specific safety plan.
- Verify construction limits, work releases, access, utility markings, staging areas, YTEL-furnished material quantities and condition, secure storage, and disposal locations before disturbing the site.

Underground Construction

- Install YTEL-furnished conduit, tracer wire, vaults, fiber markers, grounding components, jet line, mule tape, and associated hardware shown in the Contract Documents.
- Perform HDD, potholing, bore pit construction, dewatering, shoring, bedding, backfill, compaction, and surface restoration.
- Install **two 1.25-inch SDR 11 HDPE conduits at a minimum depth of 42 inches** unless the IFC drawings or permit conditions require greater depth.

- Maintain required cover, separation, bend radius, conduit configuration, vault grade, drainage, and sealing requirements.
- Rod, proof, clean, and install mule 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.

Bridge Attachment Construction

- Install the YTEL-furnished 5-inch steel bridge conduit and attachment materials in the approved alignment and support configuration.
- Pull the YTEL-furnished fiber through the bridge conduit and protect all existing bridge components, utilities, drainage features, coatings, and structural elements.
- Do not drill, weld, fasten, or otherwise modify a bridge or appurtenance except as shown in approved drawings and authorized by the applicable owner and permit.

Fiber Placement and Splicing Coordination

- Pull or blow YTEL-furnished 144-count and 288-count fiber through the underground and bridge conduit without exceeding manufacturer pulling tension, bend radius, or environmental limitations.
- Protect cable ends, provide required slack, label installed cable, and coordinate turnover locations and sequence with YTEL's in-house splicing team.
- Prepare and maintain a splice plan and fiber allocation record.
- Provide access, records, corrective construction support, and coordination necessary for YTEL to complete and document splicing and end-to-end optical testing.

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, contractor testing, as-built redlines, warranties, releases, return of unused YTEL-furnished material, and all required closeout documentation.

YTEL-Furnished Materials

YTEL will furnish all permanent project materials, except consumables. The Contractor shall receive, inspect, inventory, securely store, protect, handle, and install the materials required by the Contract Documents, and shall report any shortage, damage, or discrepancy in writing before the material is needed for construction. From receipt until installation and acceptance, the Contractor is responsible for loss of or damage to YTEL-furnished material in its custody. Proposers shall not include material purchase costs or assume responsibility for purchasing permanent project materials.

Owner-Administered Items

YTEL or its designated consultants will administer project management, traffic control, network and splice design, underground design, staking, bridge attachment engineering, permitting, environmental and cultural coordination, construction inspection, grant reporting, and SWPPP

administration unless the final Contract Documents expressly assign a task to the Contractor. YTEL will also perform fiber splicing, optical testing, and splice case installation. Contractor coordination, notices, schedules, access, field support, redline records, and compliance documentation associated with these activities remain included in the Contractor's work.

Engineering and Permitting

Construction drawings:
https://app.box.com/shared/static/9qp46f0yvzboreifwbyyct59yms20tz9.pdf

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, Del Norte County, federal land managers, coastal authorities, bridge owners, YTEL, the Yurok Tribe, and property 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, bridge attachment approvals, agency clearances, or work-area releases may remain pending at the time of proposal. YTEL may issue phased work releases based on permits, right-of-way access, YTEL-furnished material availability, environmental conditions, and coordination with other contractors. 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 verify that YTEL-furnished materials match the approved documents before installation. The Contractor shall promptly report shortages, damage, incompatibility, or quantity conflicts. No substitution or design change may be incorporated without written approval. Approval does not relieve the Contractor from responsibility for installation, dimensions, field coordination, code compliance, or workmanship.

Utility Locating and Damage Prevention

The Contractor is responsible for required one-call notifications, private locating when assigned, potholing, 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. YTEL will supply a certified CA storm water daily inspector.

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 resource with a one-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, work over or near water and on structures, lifting, energized facilities, and other applicable hazards.

Preference will be given to proposers whose workforce 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. During the contract, the Contractor shall report its workforce by job title, safety training and certifications, and the same information for each subcontractor.

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 the mandatory pre-construction meeting and weekly progress meetings. Contractors and subcontractors added after award must attend a YTEL onboarding meeting before any field work. The Contractor shall 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, YTEL-furnished material 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 work area, three-week look-ahead, constraints, submittals, YTEL-furnished material status, changes, and recovery actions	Before weekly meeting

Deliverable	Required Content	Frequency / Due
TERO weekly labor force report	Workforce by craft, hours, and Indian Preference status for Contractor and all subcontractors (see Section 6)	Weekly
Material inventory report	YTEL-furnished material received, installed, on hand, damaged, and returned	Weekly and at closeout
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, 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
Test results	Conduit proofing, compaction, grounding, HDD bore logs, bridge attachment inspections, and other contractor-required tests; coordinate YTEL fiber testing	As completed
Closeout package	Contractor redlines and records supporting final surveyed 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, and other support requested by YTEL, and must meet the TERO invoice requirements in Section 6. Invoices shall be submitted monthly and accepted after verification of supporting date. 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. Installed fiber footage must reflect fiber physically placed. YTEL will separately document in-house splicing and accepted optical test results. YTEL will 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, material

coordination, 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 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 13) 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 and are consistent with the federal bonding requirements for construction contracts under 2 CFR 200.326. 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 the Contractor's responsibility for YTEL-furnished material in its custody, 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, equipment, services, or incidental materials 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 12).

8. FEDERAL FUNDING REQUIREMENTS

This project is funded in whole or in part by the NTIA Tribal Broadband Connectivity Program. The Contractor shall comply with the terms and conditions of YTEL's federal award and with the Uniform Guidance at 2 CFR Part 200, including the contract provisions in 2 CFR 200 Appendix II, to the extent applicable to the contract. The final agreement will incorporate the required federal clauses, and the Contractor shall flow them down to all subcontracts. At a minimum, the following apply:

- **Suspension and Debarment (2 CFR Part 180 and 2 CFR Part 1326):** The Contractor and its subcontractors must not be suspended, debarred, or otherwise excluded from federal awards. YTEL will verify status in SAM.gov before award.
- **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Proposers must certify that no federal appropriated funds have been used to lobby for this contract and must disclose any lobbying with non-federal funds.
- **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708):** Laborers and mechanics must be paid at least one and one-half times their basic rate for hours worked over 40 in a work week, and the Contractor must maintain a safe and sanitary workplace.
- **Equal Employment Opportunity (Executive Order 11246 and 41 CFR Part 60):** The Contractor shall comply with applicable equal opportunity requirements. Tribal and Indian employment preference under the Yurok Tribe TERO ordinance is permitted.
- **Clean Air Act and Federal Water Pollution Control Act:** The Contractor shall comply with applicable standards and report violations to YTEL.
- **Prohibited Telecommunications Equipment (2 CFR 200.216; Section 889 of the FY2019 NDAA):** The Contractor shall not provide or use covered telecommunications or video surveillance equipment or services in performing the work.
- **Domestic Preferences (2 CFR 200.322 and Build America, Buy America, as applicable):** Any Contractor-supplied incidental materials incorporated into the work must comply with the domestic preference requirements of the award.
- **Whistleblower Protections (41 U.S.C. 4712):** Contractor employees are protected from reprisal for disclosing information about waste, fraud, abuse, or violations of law related to the federal award.
- **Access to Records:** Federal and YTEL access to Contractor records applies as stated in Section 15.

Proposers must submit the Federal Certifications listed in Appendix A with their proposal.

9. 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:

Category	Minimum Requirement and Evidence
Licensing and registration	Active California CSLB license(s) C-34 or C-7 or higher in good standing in the classifications required for the work, with license numbers and expiration dates; authorized to do business in California

Category	Minimum Requirement and Evidence
Experience	At least three comparable underground fiber projects involving HDD in variable and cobble soils and conduit attachment to bridges or structures under Caltrans or agency encroachment permits, with route miles, contract value, completion date, and client reference
Key personnel	Qualified project manager, superintendent, safety lead, quality lead, HDD lead, PE surveyor for final as-built, bridge installation lead, and field forepersons fluent in reading CAD construction-ready plans
Capacity	Crew loading, equipment availability, subcontractor commitments, YTEL-furnished material handling plan, and ability to meet the final project schedule
Safety	Experience modification rate (EMR), OSHA recordable data, serious citations, and safety performance for the last three complete years
Financial, bonding, and insurance	Evidence of financial capacity, the surety letter required in Section 7, the ability to obtain the insurance in Section 13, and active workers' compensation coverage
Quality	Quality control program, test capabilities, nonconformance process, and sample closeout records
Eligibility and labor law	UEI with no SAM.gov exclusion (Section 8); not debarred under California Labor Code §1777.1; signed certification that the proposer has not been found a willful violator of California labor laws in the past three (3) years
Disclosures	Actual or potential conflicts of interest, pending claims or litigation that could affect performance, and terminations for default within the last five years. Failure to disclose may result in rejection or termination

Subcontractors

Identify and obtain YTEL's prior written approval for every proposed subcontractor and the work it will perform in Appendix F. YTEL may reject a proposed subcontractor for documented responsibility, safety, licensing, conflict, TERO, federal exclusion, or performance concerns. Approval of a subcontractor does not reduce the prime Contractor's responsibility for the work. Contractor is responsible for ensuring that Contractor and all subcontractors comply with applicable federal and state terms, conditions, and regulations related to the NTIA TBCP grant award and the CDT Middle Mile project. Without limiting the foregoing, the Contractor shall incorporate all applicable federal and state required terms in each subcontract and shall cause each subcontractor to include such provisions in their subcontracts. YTEL has the right and obligation to monitor and audit Contractor's and its subcontractors' services and performance, and Contractor shall ensure that Contractor, YTEL, the federal grant agency, and CDT have the right to audit each subcontractor's services and performance.

10. 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.

Questions, Addenda, and Restricted Communications

All questions must be submitted in writing to the procurement contact. Proposers must report any ambiguity, error, conflict, or omission in writing before the question deadline rather than rely on an interpretation that changes price, scope, or schedule. Only a written addendum issued by YTEL may revise this RFP; proposers must not rely on oral statements. A proposer may revise its proposal at any time before the submission deadline. 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.

Proposal Organization

Organize the proposal in the order of the Appendix A Proposal Checklist and include every item listed. Include the completed Appendix A checklist and signed Proposal Certification at the front of the proposal.

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.

11. PROPOSAL EVALUATION AND AWARD

Responsiveness Review

YTEL will first review proposals for completeness against Appendix A and the rejection criteria in Section 18. 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.

12. PRICE AND WAGES

Price

The proposal shall state a not-to-exceed total price supported by the completed Price Proposal (Appendix C). Prices must include supervision, labor, payroll burden, travel, lodging, construction equipment, small tools, fuel, temporary works, ordinary consumables, mobilization, demobilization, overhead, profit, taxes, bond premiums, insurance, documentation, contractor testing, material receiving and handling, secure storage, and all other Contractor costs except approved reimbursable allowances. The TERO fee is stated separately as required in Section 6.

Prevailing Wage Requirement

The federal Davis-Bacon Act, including the prevailing wage rate applicable thereunder, is not required for this project. Proposers may prepare their bids without a state or federal prevailing wage premium. Instead, Contractor shall comply with and cause each subcontractor to comply with the Yurok Tribe's Prevailing Wage rates. This statement does not relieve the Contractor from complying with generally applicable wage, payroll, employment, tax, workplace, or recordkeeping laws, the Contract Work Hours and Safety Standards Act, or Yurok Tribe TERO requirements. Throughout the term of the agreement, Contractor shall provide YTEL a project employment and local impact report detailing: (i) the number of employees of contractors and subcontractors working on the project; (ii) the number of employees on the project hired directly or hired through a third party; and (iii) the wages and benefits on the project by classification.

13. 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

Coverage	Minimum Requirement
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.

14. WARRANTY

The Contractor shall warrant its workmanship and installation for at least one (1) year after final acceptance, or longer when required by the plans, specifications, permits, or final agreement. YTEL retains manufacturer warranties for owner-furnished materials. The Contractor shall preserve warranty documentation, report suspected material defects, and promptly correct covered installation deficiencies at no additional cost to YTEL.

15. 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, NTIA, the U.S. Department of Commerce Office of Inspector General, the Comptroller General, and their authorized representatives may inspect and audit relevant records upon reasonable notice. **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.

16. 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, may be shared with internal staff, contracted consultants, and federal oversight agencies, and may be retained as part of the procurement record. 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.

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 or authorize work.

17. 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.
- 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. Does not include the required federal certifications, or is submitted by a proposer excluded in SAM.gov.
6. Is conditional, materially incomplete, misleading, collusive, or inconsistent with procurement integrity.

18. 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

APPENDIX A – PROPOSAL CHECKLIST

Item	Required Proposal Component	Included
1	Signed cover letter and authorized representative information, including FEIN and UEI	
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, equipment, and YTEL-furnished material handling plan	
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	**Federal Certifications: suspension and debarment, Byrd Anti-Lobbying (and SF-LLL if applicable), and prohibited telecommunications equipment (2 CFR 200.216)**	
15	Completed Addenda Acknowledgment	
16	Completed Exceptions and Assumptions form	
17	Subcontractor and Key Personnel List	
18	Insurance certificate or broker confirmation letter	
19	Conflict, litigation, termination, and debarment disclosures	
20	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 and its principals are not suspended, debarred, or excluded from federal awards, that the proposer will comply with Yurok Tribe TERO requirements and the federal provisions in Section 8 and furnish the required bonds if awarded, and that the proposal was prepared independently without collusion.

Field	Response
Proposer legal name	
Unique Entity ID (UEI)	
Authorized representative	
Title	
Signature	
Date	
Email and telephone	

APPENDIX B – DETAILED SCOPE AND QUANTITIES

The following quantities were taken from the Section 3 planning budget dated August 24, 2026, with all rates and costs removed. The Contractor shall bid the labor, equipment, handling, installation, coordination, restoration, documentation, and closeout work shown below. Quantities are estimates for unit pricing only and remain subject to the final IFC drawings, field verification, permit conditions, and written addenda.

Contractor Bid Scope

ITEM	UNIT OF MEASUREMENT	UNITS
UNDERGROUND LABOR		
Install Vault- 48x48x36 Type 2 (follow MMBN vault installtion print) meet compaction requirement	*Each*	*3*
Install Vault 30x48x36 Type 3 Concrete Type 3 (Follow MMBN vault installtion print) meet compaction requirement.	*Each*	*88*
Directional Drill (1) SDR 11, 1.25" HDPE @ 42" min depth w/tracer wire (proof conduit) provide GPS coordinated bore logs in both plan and profile view	*Per Bore Foot*	*500*
Directional Drill (2) SDR 11, 1.25" HDPE @ 42" min depth w/tracer wire (proof conduit) Provide GPS coordinated bore logs in both plan and profile view	*Per Bore Foot*	*87259*
Blow (1) 288 & (1) 144ct Fiber through Empty Conduit and label ends	*Per Ft*	*174518*
Place UG Fiber Markers	*Each*	*88*
Remove and Restore Asphalt -Caltrans T-Cut 2' requirement (road incrusion bore pits)	*Each*	*20*
Dump location provided at no cost to contractor		
Install 5" steel conduit with expansion joints and hangers on bridge, pull fibers through	*Per Ft*	*300*
Hard Surface Pot Hole w/restoration	*Each*	*50*
PLS Certified final as-built	*All Hwy UG*	*1*
AERIAL LABOR		
Place Aerial Strand and Hardware	*Per Ft*	*4743*
Lash Fiber to Strand	*Per Ft*	*5217*
Place Aerial Storage Loops	*Each*	*5*
Install Pole Riser and Stand off bracket	*Each*	*5*
Install Pole Anchor	*Each*	*10*
Tree Trimming	*Per Ft*	*500*
Distribution Pole Make Ready (one touch)	*Each*	*20*
CHANGE ORDER ADDER	**UNIT OF MEASUREMENT**	

HDD Cobble Adder	Per Ft	
HDD Solid Rock Adder	Per Ft	

YTEL-Furnished Materials

All materials will be provided by YTEL except consumables. The Contractor shall furnish all consumables, including drilling fluids and additives, fuel, lubricants, tape, fasteners, and similar items consumed in performing the work, and shall include their cost in its unit prices. Material quantities will be provided in the IFC drawings.

APPENDIX C – PRICE PROPOSAL

Enter a complete price for each Contractor bid category. Attach supporting unit prices and quantity extensions in the same order as Appendix B. Do not include the purchase cost of YTEL-furnished materials and do not reproduce or rely on YTEL internal budget rates. The Yurok Tribe TERO fee must be separately identified and included in the total proposed price.

Item	Contractor Price Category	Amount
1	Mobilization and demobilization	
2	Vault installation	
3	HDD conduit installation (single- and dual-conduit runs)	
4	Cobble conditions adder	
5	Fiber marker and grounding system installation	
6	Fiber pulling or blowing	
7	Potholing and hard surface restoration	
8	Bore pit and asphalt restoration	
9	Bridge conduit attachment and fiber installation	
10	Aerial strand, hardware, and double lashing labor	
11	Project administration, documentation, testing, and closeout	
12	Performance and payment bond premiums, insurance, and required compliance costs	
13	**Yurok Tribe TERO fee (currently 5% for construction – confirm with TERO Office)**	
14	Allowances authorized by YTEL	
	Total Proposed Price	

Bid security: Attach the 5% bid bond required in Section 7. The bid bond is not added to the contract price.

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, bonding, and federal provisions), proposed substitution, requested contract revision, and exclusion. Reference the RFP section or Contract Document. Requirements not listed here are deemed accepted. If none, write "None" and sign below.

Item	Reference	Exception or Assumption	Price or Schedule Effect
1			
2			
3			
4			
5			
6			
7			
8			

APPENDIX F – SUBCONTRACTOR AND KEY PERSONNEL LIST

Key Personnel

Role	Name	Scope or Responsibility	License / Certification
Prime Contractor project manager			
Superintendent			
Safety lead			
Quality control lead			
HDD lead			
Bridge installation lead			

Subcontractors

List every proposed subcontractor at any tier and the work it will perform. Add rows if necessary.

Subcontractor Firm	Scope of Work	CSLB License No.	TERO Registration	UEI / SAM.gov Status

By submitting this list, the proposer confirms that the named personnel and firms are available for the project and are not excluded in SAM.gov. 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	NTIA TBCP Section 3 – Trees of Mystery to Crescent City
Location of Services	Del Norte County, California
RFP / Contract No.	RFP00-0023

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):