

NOTICE TO BIDDERS

TELECOMMUNICATIONS OUTSIDE PLANT PROJECT

Sealed proposals for the construction, including the supply of necessary Labor, materials, and equipment, of a rural telecommunications project as described below:

Project Number: NTIA NT23TBC0290016

Company Name: Northern Cheyenne Communications Corporation

Exchange(s): NCCC Lame Deer FTTH Project

County (ies): Big Horn & Rosebud

State(s): Montana

shall be received at the following location and time:

Address: 811 Agate Avenue, Billings, MT 59105

Bid Date: January 29, 2026

Time: 12:00 Noon, P M., MS T, at which time the proposals ***Bids should be received on or before the specified date and time to be considered.***

shall be publicly opened and read.

The project shall consist of the following miles

[kilometers (km)] of plant:

Aerial: 0.00 miles (0.00 km);

Buried: 184.64 miles (297.09 km);

Underground: 0.00 miles (0.00 km);

Conduit: 0.00 miles (0.00 km);

Service Entrances 99.36 miles (159.87 km);

Number of Service Entrances:

Aerial 0; Buried 1597,

The number of cable placement operations used at any one time shall not exceed 8*. The time for Completion of Construction of the Project shall be 240 calendar days (excluding Saturdays, Sundays, and tribal & legal holidays) from the contract commencement date. Liquidated damages in the amount of \$1,000.00 per day shall apply for each and every day that construction is delayed after giving effect to extensions of time as provided for in the contract.

the Plans, Specifications, and Construction Sheets together with all necessary forms and other documents for Bidders May be obtained from the Owner, or from the Engineer **Palmetto Engineering & Consulting** at the latter's office at 4512 Burrow Dr. North Little Rock, AR 72116 upon payment of \$ N/A (per set). The Plans, Specifications,

and Construction Sheets may be examined at the offices of the Owner or Engineer. Each set of Plans, Specifications and Construction Sheets will have a serial number, assigned by the Engineer, and the number of each set with the name of the purchasers will be recorded by the Engineer. Bids will be accepted only from original purchasers or from some other qualified Bidder to whom such a set has been transferred by the

*** Contractor will be allowed to deploy 8 simultaneous boring and cable**

placement crews and up to 4 simultaneous drop placement crews.

original purchaser with the approval of the Owner, at least forty-eight (48) hours prior to the Pre-Bid Conference set for at the following location: January 16, 2026; 10:00am MST
MS Teams Call - online

No proposals will be considered from bidders that do not attend the Pre-Bid Conference unless the bidder has been notified by the Engineer prior to the Pre-Bid Conference that such bidder's attendance is not required. Notes covering the Pre-Bid Conference will be prepared by the Engineer and distributed to all bidders attending the Pre-bid Conference.

Bidders shall file with the Engineer at least 3 days in advance of the scheduled Pre-Bid Conference, the Bidder's Qualifications. The Owner or Engineer will not release a set of Plans, Specifications, and Construction Sheets bearing a serial number to a bidder until after the Bidder's Qualifications have been approved by the Engineer on behalf of the Owner. Questions relating to Bidder's Qualifications shall be resolved prior to the Pre-Bid Conference.

12/29/2025

(Date)

Northern Cheyenne Communications Corporation

(Borrower Name)

By Lane Spotted Elk
(Signature)

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INSTRUCTIONS TO BIDDERS

1. Sealed proposals for the construction, including the supply of necessary labor, materials, and equipment, of a rural telecommunications project to be financed pursuant to a Loan Contract between Northern Cheyenne Communications Corporation

(hereinafter called the "Owner") and the United States of America by the Administrator of the Rural Utilities Service, dated N/A, N/A, (a copy of the Loan Contract may be examined at the office of the Owner) and to be known as Project

NTIA NT23TBC0290016

Bids should be received on or before the specified date and time to be considered.

which is to be part of the System known as

NTIA NT23TBC0290016

will be received by the Owner on or before January 29, 2026 at **12:00 Noon** o'clock **P** M., at the following location:

811 Agate Avenue, Billings, MT 59105

Attn: Lane SpottedElk

at which time and place the proposals will be publicly opened and read. Any proposals received subsequent to the time specified will be promptly returned to the Bidder unopened.

2. The Project, located in the following County(ies):

Big Horn & Rosebud

in the State(s) of Montana, all as more fully

described in the Plans, Specifications, Construction Sheets, Maps, Special Drawings, and Description of Assembly Units therefore hereinafter referred to will consist of the following miles (km) of telecommunication lines and associated facilities:

a.	<u>Buried Plant</u>	-	Total Route Miles	<u>184.64</u>	(<u>297.09</u>	km)
Construction Corridor							
	New		Miles	<u>158.48</u>	(<u>254.99</u>	km)
	Existing		Miles	<u>26.16</u>	(<u>42.09</u>	km)

b. Underground Plant - Total Route Miles 0.00 (0.00 km)

Conduit System:

Construction Corridor:

New	Miles	<u>0.00</u>	(<u>0.00</u>	km)
Existing	Miles	<u>0.00</u>	(<u>0.00</u>	km)

Innerducts placed in:

Conduit	Miles	<u>0.00</u>	(<u>0.00</u>	km)
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Underground Cable in Conduit Systems:

New	Miles	<u>0.00</u>	(<u>0.00</u>	km)
Existing	Miles	<u> </u>	(<u>0.00</u>	km)

Manholes: 0 (number)

c. New Aerial Plant - Total Route Miles 0.00 (0.00 km)

New (Including Rebuilt Miles on Which Substantially All Poles Are To Be Replaced)

- Route Miles 0.00 (0.00 km)

Pole Line w/ Self Supporting Fiber Optic Cable

- Route Miles 0.00 (0.00 km)

Pole Line with Cable

- Route Miles 0.00 (0.00 km)

Joint Use - Electric - Cable

- Route Miles 0.00 (0.00 km)

Joint Use - Electric - Self Supporting Fiber Optic Cable

- Route Miles 0.00 (0.00 km)

Joint Use - Other than Electric Cable

- Route Miles 0.00 (0.00 km)

d. Modification of Existing Aerial Plant -

- Route Miles (0.00 km)

(Includes all lines on which substantial number of poles are retained and which are not included in the above Classification)

e. Service Entrances - Route Miles 99.36 (159.87 km)

Buried Service Entrances - Number **1597**

- Route Miles 99.36 (159.87 km)

Aerial Service Entrances - Number

- Route Miles (0.00 km)

3. Proposals and all supporting instruments must be submitted in their entirety on the forms furnished by the Owner and must be delivered in a sealed envelope addressed to the Owner. The name and address of the Bidder, its license number, if a license is required by the State, and the date and hour of the opening of Bids must appear on the envelope in which the Proposal is submitted. Proposals must be filled in ink or typewritten. No alternations or interlineations will be permitted, unless made before submission, and initialed and dated.

4. Prior to the submission of the Proposal, the Bidder shall make a careful examination of the site of the Project and of the Plans, Specifications, Construction Sheets, Maps, Special Drawings, Description of Assembly Units, and forms of Construction Agreement and Contractor's Bond attached hereto, and shall become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of the soil and terrain to be encountered, the kind of facilities required before and during the construction of the Project, general local conditions and all other matters that may affect the cost and the time of completion of the Project. Bidders will be required to comply with all applicable statutes, regulations, etc., including those pertaining to the licensing of contractors and the Anti-Kickback Acts, as amended (40 USC 276c; 41 USC 51 *et seq.*) and regulations issued pursuant thereto.

5. To facilitate the Bidder's meeting the requirements of Paragraph 4, a 1 day Pre-Bid conference is scheduled at the following location

Microsoft Teams Meeting

on January 16, 2026 commencing at 10:00, A. M. MS T.

(Date)

(Time)

At The Pre-Bid Conference, qualified representatives of the Engineer and/or

Owner, and Contractor will be prepared to discuss the project plans in detail including previous construction experience. They will also provide assistance to personnel of the Bidder for visiting existing representative cable routes and locations, if any, that may require special construction planning. All Bidders are required to attend the Pre-Bid Conference or furnish information to the satisfaction of the Engineer prior to the Pre-Bid Conference, that the Bidder, through prior visitation or previous construction work in the Area, has adequate familiarity with the site and plans for the project.

No proposal shall be accepted or considered from Bidders that do not attend the Pre-Bid Conference or have not been notified by the Engineer prior to the Pre-Bid Conference, that their attendance is not required.

6. Each Bidder shall include and shall be deemed to have included, in the price quoted in the Contractor's Proposal for each Assembly Unit, the amounts which it is estimated will be payable by the successful Bidder or by the Owner on account of taxes imposed by any taxing authority upon the sale, purchase, or use of materials, supplies and equipment, or services or labor or installation thereof, to be incorporated in the Project as part of such Assembly Unit. All taxes of the foregoing descriptions shall be payable by the Bidder which shall be awarded the Contract for the construction of the Project.

7. The Owner reserves the right to confine its consideration of the several bids to one type of design regardless of alternate types of design which may be specified in the Plans and Specifications and offered in the Proposals.

8. Where buried plant is included in the construction of the Project, the number of cable placement operations that may be used at any one time shall not exceed 8*.

9. The time for Completion of Construction of the Project shall be as specified by the Owner in the Proposal.

10. Each Proposal must be accompanied by a Bid Bond in the form attached or a certified check on a bank that is a member of the Federal Deposit Insurance Corporation, payable to the order of the Owner, in an amount equal to ten percent (10%) of the maximum Bid price. Each Bidder agrees, provided its Proposal is one of the three low Proposals, that, by filing its Proposal together with such Bid Bond or check, in consideration of the Owner's receiving and considering such Proposal, said Proposal shall be firm and binding upon each such Bidder and such Bid Bond

** Contractor will be allowed to deploy 8 simultaneous boring and cable placement crews and up to 4 simultaneous drop placement crews.*

or check shall be held by the Owner until a Proposal is accepted and a satisfactory Contractor's Bond is furnished by the successful Bidder and such acceptance has been approved by the Administrator, or for a period not to exceed ninety (90) days from the date hereinbefore set for the opening of Proposals whichever period shall be the shorter. If such Proposal is not one of the three low Proposals, the Bid Bond or check will be returned in each instance within a period of ten (10) days to the Bidder furnishing same.

11. The successful Bidder will be required to enter into a Contract with the Owner and to furnish a Contractor's Bond, in one of the forms attached hereto, with sureties listed by the United States Treasury Department as Acceptable Sureties in a penal sum not less than the Contract price.

12. Should the successful Bidder fail or refuse to execute a Contract and to furnish a Contractor's Bond within fifteen (15) days after written notification of the award of the Contract by the Owner, the Bidder will be considered to have abandoned the Proposal. In such event, the Owner shall be entitled (a) to enforce the Bid Bond in accordance with its terms, or (b) if a certified check has been delivered with the Proposal, to retain from the proceeds of the certified check the difference between the amount of the Proposal and such larger amount (up to 10% of the Proposal) for which the Owner may in good faith contract with another party to construct the Project. The term "successful Bidder" shall be deemed to include any Bidder whose Proposal is accepted after another Bidder has previously refused or has been unable to execute the contract or to furnish a satisfactory Contractor's Bond.

13. The Contract, when executed, shall be deemed to include the entire agreement between the parties thereto, and the Contractor shall not claim any modification thereof resulting from any representation or promise made at any time by any officer, agent, or employee of the Owner or by any other person.

14. The Owner reserves the right to waive minor irregularities or minor errors in any Proposal, if it appears to the Owner that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the Proposal in which they occur prior to the execution of any contract which may be awarded thereon.

15. The Owner reserves the right to reject any or all Proposals. The attention of Bidders is specially called to the desirability of a proper balance between prices for labor and materials and between the total prices for the respective

Assembly Units. Lack of such balance may be considered as a reason for rejecting a Proposal.

16. Where the unit prices in the Contractor's Proposal are separated into three columns designated as "Labor", "Materials", and "Labor and Materials", and where a discrepancy appears between the sum shown in the "Labor and Materials" column and the correct addition of the sums appearing in the "Labor" column and the "Materials" column, the correct addition of the sums appearing in the "Labor" column and the "Materials" column shall control.

17. The terms "Administrator", "Engineer", "Supervisor" "Contractor's Proposal", "Project", "Section", "Completion of Construction", "Completion of Project", "Cleanup", "Work Section", "Construction Corridor", "Reduced Construction Corridor", and "Construction Sheets" as used throughout this Contract shall be defined in the Construction Agreement, Article VII, Section 1.

18. The Owner represents:

- (a) If by other provisions of the contract documents the Owner shall have undertaken to furnish any materials for the construction of the Project, such materials are on hand at locations which may be determined by inquiry by Bidders from the Engineer or if such materials are not on hand they will be made available by the Owner to the successful Bidder before the time such materials are required for construction.
- (b) That all items to be accomplished by the Owner to facilitate construction have been accomplished or will be completed prior to construction activity.
- (c) Staking has been completed for the entire project, except for Service Entrances, as of 5/5/2025
(Date)
- (d) Easements and rights-of-way for the Construction Corridor used for the placement of buried cable have been obtained from property owners or public authorities. Public rights-of-way, totaling approximately 184.64 miles (297.09 km) and private rights-of-way, totaling approximately 99.36 miles (159.87 km) are as shown on the Construction Sheets. All rights-of-way obtained that do not provide sufficient width to meet the specifications for Construction Corridor as defined in the

specifications are designated as "Reduced Construction Corridor". The actual widths available for cable placement in the reduced areas are shown on the respective Construction Sheets. Rights-of-way not obtained are designated as "Unobtained Construction Corridor" and are shown on the Construction Sheets.

Where the placement of the cable is restricted within the Construction Corridor, these locations are designated "Restricted Construction Corridor". The nature of the restriction of the replacement of the cable is as shown on the Construction Sheets. When the cause of a restriction is the presence of existing telecommunications plant or foreign utilities, the general location of these facilities is as shown on the Construction Sheets. Since these facilities can be located definitely only by exposing them to view, all Construction Sheet representations as to their locations are approximate.

- (e) Easements and rights-of-way for placement of all Service Entrances have not been obtained. Such rights-of-way will be obtained as required to avoid delay in placement of such Service Entrances.
- (f) The Owner will have available all funds necessary for immediate payment for the construction of the Project.
- (g) Where buried plant is involved, the Owner has obtained permission from State and local highway and road authorities to bury cable and set housings on the highway and road rights-of-way in the Project Area. Notwithstanding such permission granted to the Owner, each Bidder is responsible for ascertaining that the equipment, methods of construction and repair proposed to be used on the Project will meet all requirements of public authorities having jurisdiction over highway and road rights-of-way. The successful Bidder will be required to furnish proof satisfactory to the Owner of compliance with this requirement. If required by the highway or road authorities, the successful Bidder will furnish to such authorities a bond or meet other guaranty requirements to assure the prompt repair of all damages to highways and roads and their associated rights-of-way caused by the bidder during construction of the Project. This requirement is in addition to, and independent of, the performance bond required under this Contract. The approval of a Bidder's Qualifications by the Owner or the acceptance of a Bid from any Bidder is not to be construed as approval of the Bidder's equipment or

proposed construction methods by, or on behalf of, the highway and road authorities. Bidders may obtain information concerning the requirements of highway and road authorities by communicating with the following:

See page 12A

If the Owner shall fail to comply with any of the undertakings contained in the foregoing representations or if any of such representations shall be incorrect, the Bidder will be entitled to extension of time of completion for a period equal to the delay, if any, caused by the failure of the Owner to comply with such undertaking or by any such incorrect representation; provided the Bidder shall have promptly notified the Owner, in writing within ten (10) days, of its desire to extend the time of completion in accordance with the foregoing, and provided further that such extension, if any, of the time of completion shall be the sole remedy of the Bidder for the Owner's failure, because of conditions beyond the control and without the fault of the Owner, to furnish materials in accordance with subparagraph (a) hereof.

Bid Evaluation Criteria. Bids will be evaluated and, if appropriate, the contract will be awarded based on the requirements set forth in the invitation for bids and associated documents provided. Factors will include responsiveness to the bid documents, bid price, firm locality, Indian-owned firm preference, firm responsibility, firm longevity, and firm capability. Contracts will only be awarded to a responsible and capable bidder that has well-documented and demonstrated the ability to fully meet the project requirements and perform successfully under the terms and conditions of the project.

Northern Cheyenne Communications Corporation

12/29/2025

(Owner)

(Date)

By

Lae Spotted Elk

(Authorized Signature)

PUBLIC UTILITY AUTHORITIES

NCCC EXCHANGE CONTACT LIST

<u>CONTACT</u>	<u>TELEPHONE NO.</u>
Montana 811 (Montana One Call)	800-321-2537
MTDOT : Montana DOT	
District 5 Permit Engineer: Andrew Harmon	406-672-9937
District 4 Permit Engineer: Zachery Miles	406-233-3625
424 Morey Street	
Billings, MT 59101	
Water/Sewer	
NCUC – Ethlyne Shoulderblade	406-477-6318
Electrical	
TRECO – Miles Dennis	406-784-2341