



DEPARTMENT OF AGRICULTURE
NAVAJO NATION DIVISION OF NATURAL RESOURCES

REQUEST FOR PROPOSALS

BID NO. 23-12-3193SB

**MULTI-YEAR PROFESSIONAL RODEO LIVESTOCK
CONTRACTING AND RODEO PRODUCTION
(Navajo Nation Fair - 2024, 2025, and 2026)**

RECEIPT OF PROPOSALS:

The Navajo Nation (Owner), acting through the Navajo Nation Department of Agriculture (NDA) will accept sealed proposals from all qualified and business entities, Navajo owned and non-Navajo owned businesses, for Multi-Year Professional Rodeo Livestock and Production Services. The service consists of providing Professional Rodeo Livestock Contracting and Rodeo Production Services for the 2024, 2025, and 2026 Navajo Nation Fair and All-Indian Rodeo in Window Rock, AZ. The Fixed Cost items of work include personnel, contract help, rodeo entertainment, announcers, video, sound, and livestock required to perform a four (4) day All-Indian Rodeo production with one (1) slack per year and one (1) Championship round. Proposals can be mailed or hand carried to the NDA office until 5:00 P.M. (MST) on January 12, 2024.

**ALL PARTIES RESPONDING TO THIS BID NO. 23-12-3193SB ARE INSTRUCTED TO
SUBMIT A SEALED BID PACKAGE TO THE FOLLOWING ADDRESS:**

- ORIGINAL SEALED PROPOSALS CLEARLY MARKED -

**“PROPOSAL FOR NAVAJO NATION FAIR AND RODEO: PROFESSIONAL RODEO
LIVESTOCK CONTRACTING AND RODEO PRODUCTION SERVICES – DO NOT OPEN”**

Deliver to: **NAVAJO NATION DEPARTMENT OF AGRICULTURE
121 D FAIRGROUNDS HWY 264
WINDOW ROCK, ARIZONA 86515**

OR Mail to: **NAVAJO NATION DEPARTMENT OF AGRICULTURE
PO BOX 4889
WINDOW ROCK, ARIZONA 86515**

Contact Person:

Kyron Hardy, *Public Information Officer*
e-mail: kyron.hardy@navajo-nsn.gov
phone: (928) 871-6605

Questions regarding this procurement will be accepted until January 12, 2024. Any attempt by a Bidder to contact a member of the Department of Agriculture staff outside the RFP Process, in an attempt to gain knowledge or an advantage, may result in disqualification of Bidder.

The Navajo Nation reserves the right to waive any informalities or irregularities in this RFP; or reject any or all proposals, whenever such rejection is deemed in the best interest of the Navajo Nation.

PROPOSALS:

A. At minimum, a Proposal shall include:

- Name, address, telephone, and fax numbers of the Proposer;
- Date of Submission;
- Brief history of the Proposer, including general background of the business financial and other resources, and experience in professional rodeo livestock contracting, rodeo production services;
- The Proposer's Statement of Qualifications;
- Subcontractor's Listing;
- Signature of an Official Authorized to Obligate the Proposer;
- List of Number of Livestock (horses, bulls, roping steers and calves) to be used to successfully complete the production services;
- Cost Proposal (Separate Sealed Envelope);
- Commercial Liability, Worker's Compensation, Auto Insurance; and
- Proof of Navajo Preference, if any.

B. Qualifications of the individuals proposed on the Contract on any standard Federal. State form or similarly formatted information and must be submitted for all proposed joint ventures, or partnerships.

C. **A Cost Proposal will include a Fixed Cost Item.** Submit the Fixed Costs in a separate sealed envelope within the main Proposal package, marked "Cost Proposal"

D. All proposals received by the deadline will be accepted for evaluation. There will be no formal public opening of Proposals. Proposals received after the established deadline will not be considered and will remain sealed. The Proposer may use any suitable format for the Proposal and no minimum number of pages for the Proposal is set.

AWARD OF THE CONTRACT:

A. Selection Process

The selection process will be a two-step process: **1) Proposal Evaluation; and 2) Price Negotiations.** A Proposal Evaluation Team will evaluate proposals for professional competence of the proposers to perform the rodeo livestock and rodeo production services as well as for completeness of the proposals. The NNDA will use a point-system for this purpose.

1. Evaluation: Factors for evaluation will be the following;
 - a) Proposer's qualifications, including but not limited to, relevant experience and specialized competence in professional rodeo livestock contracting and rodeo production and related services showing examples of similar professional rodeo livestock contracting/rodeo production work, qualification and references for past Professional Rodeo Livestock and Rodeo Productions.
 - b) Capability to provide quality and quantity of livestock. This shall be demonstrated by completeness of the Proposal for the professional rodeo livestock contracting, rodeo production and responsiveness to the Request for Proposal (RFP) in all respects, familiarity with the Navajo Nation and knowledge of the unique issues associated with the annual Navajo Nation Treaty Day Celebration activities and events.
 - c) Quality of rough and timed event stock, more particularly has livestock been acknowledged for any prestigious professional rodeo livestock breeder's awards.
 - d) Experience of professional rodeo production personnel such as pick up men, bullfighters, barrel men, flank men, chute boss, and laborers to perform support services with respect to provide professional quality services.
 - e) Current possession of appropriate certificates/licenses (Professional Rodeo Association Certification, International Rodeo Association Certification, etc.) to perform Scope of Work.
 - f) Assurance to comply with all applicable Navajo Nation Laws, Rules, Regulations, as well as various stipulations, and terms and conditions for the Multi-Year Contract.
 - g) Navajo Preference, if any.

1. Price Negotiation

- a) Before Proposal Evaluation, the Owner will develop a Maximum Feasible Cost (MFC). Upon completion of the Proposal Evaluation, the **Proposal Evaluation Team** will enter into cost negotiations, if necessary, with the most qualified Proposers. During the negotiation, the Scope of Work will be explained in detail and any reasonable cost reduction measures will be discussed. The Proposers will have a chance to revise their cost proposals. The Owner reserves the right to waive any technicalities or informalities in the proposals and reject any and all proposals in its best interest. If negotiations fail to arrive at a reasonable cost, the Owner may make any appropriate decision in the best interest of the Department, taking into consideration such factors as time, cost, etc. **Divulging the MFC and Bid Shopping during negotiation will be strictly prohibited by all parties involved.**
- b) Livestock Inspection, the Owner will conduct an on-site inspection of the most qualified proposer before final selection, if necessary.

B. Consideration of Proposals

1. The Owner shall normally have no more than thirty (30) calendar days after the receipt of the proposals to consider award of the Contract, unless this time is extended for reason(s) beyond the Owner's control. If no award is made within thirty (30) calendar days or within the extended period of time, all proposals shall be considered automatically rejected.
2. Upon Completion of proposal evaluation and successful negotiations of the proposal, the Contract will be awarded to the most qualified and responsible Proposer, provided the proposal is reasonable and is in the best interest of the Owner to accept it. The Owner reserves the right to waive technicalities throughout the proposal solicitation process. The total negotiated cost will be utilized by the Owner in comparing proposals and selecting the successful Proposer.

C. Obligation of Proposer

1. At the time of the opening of the proposals, each Proposer will be presumed to have inspected the service area and read and become thoroughly familiar with the Scope of Work and service area. The failure or omission of any Proposer to examine any form, instrument or document shall in no way relieve any Proposer from any obligation with respect to its proposal.
2. The safety and security of the personnel making site visits will be the responsibility of the Proposer. The Proposer is also responsible for any and all cost associated with the preparation of the proposal document, including site visit(s).

D. Qualification

1. The Owner will consider proposals from all businesses that are qualified businesses/professionals that meet or exceed the qualifications for the type of service advertised. The Proposer's past performance, organization, experience, knowledge of professional rodeo livestock contracting and rodeo production and related services, caliber of livestock, communication with management and ability to perform and complete services according to their contract; and proposal cost will be the primary elements considered by the Owner in awarding the Contract.
2. Proposer(s) shall add no qualifying provision to its proposals. No consideration will be given to proposed qualifications.

BUSINESS ACTIVITY TAX:

The Consultant will be subject to all Navajo Nation Tax Laws. A copy of the law imposing such tax may be obtained from the Office of the Navajo Tax Commission. All professional services contracts are subject to 6% Navajo Nation sales tax.

SUB-CONTRACTING AND ASSIGNMENT:

The Proposer is specifically advised that any person, firm, or other party whom the Proposer proposes to award a Subcontract under this Contract must be acceptable to the Owner. The Proposer and each prospective Contractor must demonstrate compliance with the Navajo Preference requirements contained in the Navajo Nation Business Preference Laws (NNBPL) and the Navajo Preference Employment Act (NPEA), and other applicable Navajo Nation Laws and Policies.

INSURANCE COVERAGE:

The Consultant shall maintain adequate insurance coverage as recommended and verified by the Navajo Nation Risk Management Program (RMP) for the entire term of the Contract. The insurance shall name the Navajo Nation as an additional insured prior to the commencement of any work/services under the contract years of 2024, 2025, and 2026. Consultant shall notify the contracting program and the RMP, within thirty (30) days of any changes in the insurance policy. Proof of such insurance shall be attached, which is made part of the Contract. The failure to fully comply with this provision shall render the Contract null and void.

LAWS, REGULATIONS, AND OTHER PROVISIONS:

The Proposer’s attention is directed that all applicable Laws of the Navajo Nation, the Federal Government, and the rules and regulations of all authorities having jurisdiction over the delivery of services shall apply to the Contract throughout, and they will be deemed to include in the Contract the same as though herein written out in full.

The Proposer’s attention is called to the provision regarding Navajo Nation Business Opportunity Act; Navajo Nation Business Procurement Act; Navajo Preference in Employment Act; Navajo Business Activity Tax; and the various Navajo Nation Statutes and Regulations governing the public health and safety, the protection of environmental, cultural resources, and various conditions specified in the Contract documents.

END INSTRUCTIONS TO PROPOSERS

GENERAL CONDITIONS

1. All performance will be assigned and approved by the Department Manager of Navajo Nation Department of Agriculture.
2. The Consultant shall act as an Independent Contractor and will not receive any to which the Owner's permanent employees are entitled. The Owner shall not be responsible for the payment of any taxes, permit fees, licenses or other expenses required by the Contractor to conduct the required work or services under the Contract.
3. The Navajo Nation shall withhold payment to the 6% of the total invoice amount associated with work performed on the Navajo Nation.
4. The Contractor agrees to hold harmless and indemnify the Owner against any and all losses, costs, damages, claim, expenses, or other liability what so ever, rising out of, or in connection with, the Contractor's work or services under the Multi-Year Contract, including, but not limited to, any accidents or injury as a waiver of the Nation's Sovereign Immunity.
5. The Determination and Extension of the Contract Time shall be as follows:
 - The number of Calendar Days allowed for completion of the work/service shall be stated in the Proposal and the Contract and shall be known as the Contract Time.
 - The Owner's estimated Contract Time allowed on this Contract is three (3) years or one thousand ninety-five (1095) calendar days from effective date of receipt the Notice to Proceed including all Saturdays, Sundays, Holidays, and non-working days.
 - When the Contract Time has a specified completion date it shall be the date in which all work/service shall be completed.
 - If the Contractor finds it impossible for reasons beyond its control to complete the work/service within the Contract Times as specified, or as extended in accordance with the provisions of this subsection, it may, make a written request to the Owner for an extension of time, which includes justification for the request. The Contractor shall give the Owner as much prior notice as possible. The Contractor's plea that insufficient time was specified in the Contract is not valid reason for extension of time. If the Manager finds the work/service was delayed because of conditions beyond the control and without the fault of the Contractor, the Owner may extend the time for completion in such amount as the conditions justify. The extended time for the completion shall then be in full force and effect, the same as though it were the original time for completion.
6. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the work/service described herein, is a reasonable time. The Contract Time specified for this project will be negotiated.

- If the Contract fails to complete the work/service within the Contract Time, or within a written extension of time granted by the Owner, then the Contractor will be responsible for any excess cost due to the delay in completion of the work/service.
7. All disputes over the performance work or services as specified in the Contract will be settled administratively and under the Laws of the Navajo Nation. Nothing herein shall be construed as a waiver of the Nation's Sovereign Immunity.
 8. **The Contractor shall perform and provide services as specified in the Contract, where any service remains unacceptable during the Contract Time, the sum specified in the Contract as liquidated damages shall be deducted from any money due or to become due to the contractor. Such deducted sums shall not be deducted as a penalty but shall be considered, as liquidation of a reasonable portion of damages that shall be incurred by the Owner should the contractor have re-rides in the rodeo rough stock events (bareback, saddle bronc, and bull riding) in the time provided in the Contract. The Contractor agrees to pay, as Liquidated damages, the sum of \$100.00 per rough stock animal per performance until the acceptance of work/service.**
 9. Permitting the Contractor to continue and finish the work/service or any part of it after the time fixed for its completion, or after the date to which for completion may have been extended, shall in no way operate as a waiver of the Owner's rights under this Contract.
 10. The performance will be evaluated on basis in terms of the Contract. The Owner may terminate the Contract at any time if the Contractor work or services provided are not satisfactory, or if the Contractor fails to submit required reports and other documents as requested by the Owner with previous defined time schedules, or if the Contractor fails to verify invoices submitted to the Owner for payment.
 11. The Contractor shall carry adequate liability insurance for its workers as required and appropriate under any applicable laws.
 12. The liability of the Owner under the Contract is contingent upon the availability of the appropriations to carry out the same.
 13. The Contractor agrees to advise its employees that:
 - The manufacture, dispensation, or sale, offer of sale, purchase, use, transfer, or Possession of illegal drugs or alcohol on the job site is prohibited;
 - Employees while on the Owner's premises are prohibited from being under the influence of alcohol ("Under the Influence" means: the employee effected by alcohol in any detectable manner);
 - Entry onto the jobs constitutes consent to an inspection of the employee and his/her vehicle as personal effect while entering or leaving premises; and

- Any employees who are found in violation of the Policy or who refuse to permit an inspection may be removed or barred from the Navajo Nation at the discretion of the Owner.

14. The Contractor is responsible for initiating, maintaining and supervising safety precautions and programs in connection with work/services.

END OF GENERAL CONDITIONS

SCOPE OF WORK

BACKGROUND:

The Navajo Nation Fair was established in 1937 to stimulate the Navajo Agricultural Economy as well as improving livestock across the Navajo reservation. The Navajo Nation is the largest tribe in North America with over 400,000 registered members spanning across Arizona, New Mexico, and Utah. Since the fair's Inception, the Navajo Nation Fair has rapidly increased in size and attendance with various exhibits, showcases, parades, concerts, concessions, and events over the course of a 10-day period. The Navajo Nation Fair is the largest tribal fair with an annual attendance with over 200,000 people.

The Navajo Nation Fair Office under the Navajo Nation Department of Agriculture has developed a performance measure and goal statement to promote and advertise events for profit maximization and to host two revenue generating events per year. In order to meet the measure and goal, the Navajo Nation Fair Office will sponsor and operate the Navajo Nation Fair and All-Indian Rodeo.

SCOPE:

The Contractor shall provide professional rodeo livestock and personnel to the Navajo Nation Fair Office for the 2024, 2025 and 2026 Navajo Nation Fair and All-Indian Rodeo. The services shall be performed to ensure Navajo Nation Department of Agriculture receives the best value from both a cost and professional prospective. The services will consist of the following:

- Furnish and provide professional bullfighters, barrel man, bullfighting services, protection and equipment for contestants from serious injuries that may be caused by bucking livestock, including pick-up men for the duration of the 2024, 2025 and 2026. Navajo Nation Fair and All-Indian Rodeo at the Dean C. Jackson Arena, Navajo Nation Fairgrounds, Window Rock, Arizona.
- Furnish and provide quality livestock for all timed events and rough stock events for the duration of the 2024, 2023 and 2026 Navajo Nation Fair and All-Indian Rodeo at the Dean C. Jackson Arena Navajo Nation Fairgrounds, Window Rock, Arizona, as follows:
 - Bareback Event – Bucking Horses (Projected 40 Entries)
 - Saddle Bronc Event – Bucking Horses (Projected 40 Entries)
 - Bull Riding Event – Bucking Bulls (Projected 60 Entries)
 - Tie Down Event – Timed Event Calves (Projected 60 Entries)
 - Steer Wrestling Event – Timed Event Steers (Projected 70 Entries)
 - Team Roping Event – Timed Event Steers (Projected 100 Team Entries)
 - Ladies Breakaway – Timed Even Calves (Projected 80 Entries)
 - Ladies Team Roping – Timed Event Steers (Projected 70 Entries)
- Furnish and provide all rodeo event production personnel for the duration of the 2024, 2025 and 2026 Navajo Nation Fair and All-Indian Rodeo at the Dean C. Jackson Arena, Navajo Nation Fairgrounds, Window Rock, Arizona, as follows:
 - Rodeo Announcer (one minimum)
 - Pick-Up Man (two minimum)
 - Flankman (two minimum)
 - Bull Fighters (two minimum)

- Arena Director (in coordination with Navajo Nation Fair and Rodeo Coordinator)
 - Barrel Man (one minimum)
 - Entertainment (one minimum)
- Furnish and provide all necessary rodeo event administrative personnel for the duration of the 2024, 2025 and 2026 Navajo Nation Fair and All-Indian Rodeo at the Dean C. Jackson Arena, Navajo Nation Fairgrounds, Window Rock, Arizona.
 - Rodeo Secretary
 - Event Timers (two minimum)
- Furnish and provide all necessary transport of livestock for the duration of the 2024, 2025 and 2026 Navajo Nation Fair and All-Indian Rodeo at the Dean C. Jackson Arena, Navajo Nation Fairgrounds, Window Rock, Arizona.
- Furnish and provide all necessary health inspection, certificates and documents for livestock the duration of the 2024, 2025 and 2026 Navajo Nation Fair and All-Indian Rodeo at the Dean C. Jackson Arena, Navajo Nation Fairgrounds, Window Rock, Arizona.
- Furnish and provide all required insurance coverage during the event duration as outlined in Section 6 of Instructions to Proposers.
- Furnish and provide video equipment and sound to produce quality rodeo footage suitable for outdoor audience viewing including event times, judges scoring, sponsor logos, commercials, and other graphical elements for the duration of the 2024, 2025 and 2026 Navajo Nation Fair and All-Indian Rodeo at the Dean C. Jackson Arena, Navajo Nation Fairgrounds, Window Rock, Arizona,
- The CONTRACTOR shall be available at four (4) performances, one (1) Championship round and one (1) slack* for 2024, 2025, and 2026.
 - WEDNESDAY – 8:00 AM (MDT) Slack Performance
 - THURSDAY – 6:00 PM (MDT) 1ST Performance
 - FRIDAY – 6:00 PM (MDT) 2ND Performance
 - SATURDAY – 12:00 PM (MDT) 3RD Performance
 - SATURDAY – 6:00 PM (MDT) 4TH Performance
 - SUNDAY – 12:00 PM (MDT) Championship Round
- Navajo Nation Fair and All-Indian Rodeo dates and times are subject to change throughout multi-year contract.
- The CONTRACTOR shall be available at the Dean C. Jackson Arena on the Navajo Nation Fairgrounds in Window Rock, Arizona at a sufficient time prior to the scheduled main and slack performances. CONTRACTOR shall be thoroughly prepared to perform services. Care and maintenance of all equipment shall be the responsibility of the CONTRACTOR.
- The CONTRACTOR shall comply with rules of the PROFESSIONAL RODEO COWBOY'S ASSOCIATION (PRCA) and the WOMEN'S PROFESSIONAL RODEO ASSOCIATION (WPRA)

NOTES:

*ADDITIONAL SLACK PERFORMANCE IF NECESSARY

AMOUNTS INCLUDE RE-RIDES AND RE-RUNS ON ALL STOCK

CONTESTANT ENTRIES ARE AVERAGE AMOUNTS

BASED ON THREE (4) DAY RODEO EVENT (4 MAIN PERFORMANCES, 1 CHAMPIONSHIP ROUND AND 1 SLACK*)

NAVAJO NATION CERTIFICATION
Regarding Debarment, Suspension, and
Contracting Eligibility

1. Applicant entity acknowledges that to the best of its knowledge that the Applicant entity, either in its present form or in any identifiable capacity, has not, in accordance with 12 N.N.C. § 361:
 - A. Been convicted of the commission of criminal offenses incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of any such contract or subcontract;
 - B. Been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offenses indicating a lack of business integrity or honesty, which currently, seriously, and directly affect responsibility as a Navajo Nation contractor;
 - C. Been convicted under antitrust statutes arising out of the submission of bids or proposals;
 - D. Violated contract provisions, including:
 - i. Deliberate failure, without good cause, to perform in accordance with the contract specifications or within the time limit provided in the contract,
 - ii. A recent record of failure to perform or of unsatisfactory performance with the terms of any contract, or
 - iii. Any other cause so serious and compelling as to affect responsibility as a Navajo Nation contractor, including debarment by another governmental entity.
2. Applicant acknowledges that if the Navajo Nation determines that the executed Certification provided herein is untrue or not wholly accurate, it shall be grounds for the Navajo Nation to terminate the contract and pursue other legal remedies, at the Navajo Nation's discretion.
3. Applicant certifies to the best of its knowledge that it is eligible to do business with the

Navajo Nation, in its present form or in any other identifiable capacity, pursuant to 12 N.N.C. § 1501 and 5 N.N.C. § 301. Applicant also acknowledges that per 12 N.N.C. § 1505, it will not be eligible to contract with the Navajo Nation if deemed ineligible by the appropriate department or entity of the Navajo Nation which receives the Applicant's request for consideration for a business opportunity.

Applicant Name

Name of individual signing on Applicant's behalf (print)

Applicant Address

Title of individual signing on Applicant's behalf

Applicant Address

Signature of individual signing on Applicant's behalf

Applicant Address

Date

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.			
	2 Business name/disregarded entity name, if different from above			
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation		<input type="checkbox"/> S Corporation
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	<input type="checkbox"/> Partnership		<input type="checkbox"/> Trust/estate
	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.			
	<input type="checkbox"/> Other (see instructions) ▶ _____			
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)			
6 City, state, and ZIP code				
7 List account number(s) here (optional)				

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number		
	-	
	-	
OR		
Employer identification number		
	-	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.