



REQUEST FOR PROPOSAL
for
Navajo Nation Broadband Office
Lit Fiber with Special Construction
Arizona Locations Only
Chapter Houses/Libraries

Timeline	Date
Issue RFP	February 21, 2025
Submission of Proposal Deadline	March 21, 2025
Contract Award	March 25, 2025
File 471 Deadline	March 26, 2025

RFP# 25-02-3585GC

Scope of Services

The Owner is seeking proposals for **bundled fiber/internet** connections and will accept proposals from Service Providers for **Leased Lit fiber with internet solutions**. The Respondent will include in their proposal all the costs necessary to provide, construct, install, program, maintain, and monitor the services requested. All maintenance costs associated with any on-site premise equipment provided as an integral part of the Respondent's proposed service shall be their sole responsibility. Per the requirement of the E-Rate Program, the services requested

1. **The requested service is a Lit Fiber with Internet Ethernet service to the UNI(s) located at each of the sites as listed on Attachment "A" Site Schedule.**
2. The available bandwidth shall be a of 1GB. Pricing is also requested for 100Mbps, 200Mbps, 500Mbps, 5GB, and 10GB circuits. Considering a symmetric throughput (upload and download)
3. **The Respondent will provide a separate price for all one-time special construction** and/or build-out costs, including but not limited to: conduit/trenching, interior pathways, cabling, terminations, construction of network facilities, route assessments, ROW access and/or easement assessments, traffic control and permits, surveys, testing, design and engineering, and project management to provide the requested service connection to the Owner's designated demarcation point and also a separate proposal to amortize the cost of the construction into the monthly contract cost.

The cost of one-time construction and/or installation fees as necessary by the bidder to provide their proposed service. For E- Rate purposes, special construction refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities. If no new fiber is being installed, then any installation costs are considered standard, non-recurring costs (NRC). The Owner may seek funding for special construction charges relating to leased lit, leased dark and self-provisioned fiber. Special construction charges eligible for Category One support consist of three components:

- a) Construction and network facilities
- b) Design and Engineering
- c) Project Management

****Note**** The term special construction does not include network equipment necessary to light fiber, nor the services necessary to maintain the fiber. Charges for network equipment and fiber maintenance are eligible for Category One support as separate services but not as special construction.

All options can include special construction or one-time E-Rate eligible non-recurring costs as well as E-Rate eligible recurring circuit costs. All proposals for solutions requiring special construction must only include capacity and special construction necessary to deliver service to the Owner. To the extent that the winning Respondent installs additional strands of fiber for future business ventures, the winning Respondent assumes full responsibility to ensure those costs are allocated out of the special construction charges to the Owner in accordance with FCC rules and orders. If, after issuance of the Funding Commitment Decision Letter (FCDL), USAC of the FCC determines that the winning respondent did not cost allocate those charges associated with the additional strands, the Owner will not be responsible for reimbursing the winning Respondent and the winning Respondent will assume all responsibilities deemed ineligible by USAC.

Based on the bids and both a short term and long-term cost effectiveness analysis, The Navajo Nation Broadband Office will determine which, if any, of the proposed solutions or some combination of solutions is acceptable. The specifications related to each site are listed on the Attachment A Site Schedule.

4. All RFP proposals will include any/all costs associated with switching service from the Owner's existing service provider. The Respondents' submittal of a proposal is an acknowledgement of this requirement.
5. Customer Premise Equipment (CPE), to provide the service requested.
 - a) **The demarcation hand-off will be an Ethernet Fiber Optic connection.** Respondent will provide and maintain all premise equipment necessary to provide the Owner with the specified hand-off type of service requested.
 - b) All solutions must terminate service or infrastructure in the demarcation point at the site address and MDF location as specified in the RFP. Solutions bringing service to the property line but not to the demarcation point are not acceptable. Respondent must specify the specific demarcation setup included in the base fee.
6. The requested service shall provide for both physical and logical separation of Owner's traffic through the public switched network. The Respondent shall, as determined by the scope of their proposed service, provide all necessary equipment, software, and/or professional services, including but not limited to Ethernet Virtual Connections (EVC), to accomplish this requirement.
7. Full duplex operation (connection shall be bi-directional)
8. The requested service shall allow the following Network Protocols:
 - a) TCP/IP protocols
 - b) 802.1d and 802.1q QoS on the entire circuit
 - c) All Layer 1 and Layer 2 protocols, minimum Layer 3 (EIGRP, IGMP, IPSEC, OSPF & RIP)
 - d) Multicasting (IGMP with PIM, SM or DM)
9. The Respondent shall supply an industry standard Service Level Agreement (SLA), to ensure the following Objectives are maintained:

- a) No other bidder's customers shall have physical or logical access to the Owner's traffic/VLAN.
 - b) Network availability: 99.99%
 - c) Packet Delivery Rate: 99.99%
 - d) Network Latency: 30ms, one way
 - e) Mean Time to Repair: 4 hours, end-to-end, including local loop.
 - f) 24/7/365 monitoring of the circuits
 - g) The Service Provider, at no time, shall limit or throttle the capacity of the circuit, for any reason.
10. No proposal shall be accepted, or contract awarded to a Respondent:
- a) Who is not licensed in accordance with the law.
 - b) Who does not hold a license qualifying them to perform work under this contract in the State of Arizona.
 - c) Who does not hold a valid Service Provider Identification Number (SPIN) and is in good standing with the FCC/USAC.
 - d) Who has not successfully performed projects of similar character and scope to the proposed work and be capable of providing telecommunication services under the Universal Service Support Mechanism.

Site Conditions

It is the responsibility of the Respondent to be informed of all conditions under which work is to be done before submitting proposals. No additional costs will be incurred by the Owner or considerations given to any claims by the bidder based on a lack of knowledge of existing conditions. The submission of a proposal is an acknowledgement and agreement to the stipulation.

Because the geographic area is so large and remote, it is anticipated that multiple Service Providers may choose to bid as few as only a couple of the sites or as many as all of the locations listed in this RFP. But each site must be bid on separately and contracts will be issued by each location or group of locations as there may be multiple agencies or departments who are participating in this RFP who will need to sign their own contracts with their Service Provider(s). Failure to bid for each location separately will cause those Service Provider(s) to be deemed non-responsive. If there is a cost savings to "bundle" some of the sites together or of the Service Provider can make a case to reduce the price the cost of installation by "bundling" those sites, they can provide alternate pricing for such sites.

E-Rate Requirements

The services requested in this RFP are dependent on funding from the E-Rate program. The Owner expects that each prospective Respondent will make themselves thoroughly familiar with all applicable rules and regulations regarding the E-Rate program. For

further information regarding the E-Rate program, please reference the USAC Schools and Libraries website at: www.universalservice.org/si/

All contracts entered as a result of this RFP and the associated Form 470 will be contingent upon:

1. Funding approval by the SLD.
2. Approved funding amount equal to the funding amount as requested on the Form 471.
3. The Respondent providing, at the time of bid, and maintaining a valid Service Provider Identification Number (SPIN) consistent with the type of service requested in the RFP.
4. A certified Form 486 filed by the Owner and/or written "Notice to Proceed" from the Owner to the winning Respondent to initiate service. The Service Provider must contact the Owner prior to work proceeding.

Per the requirements of the E-Rate program, no billing and/or service may begin for this contract prior to July 1, 2025, and may not extend past June 30, 2026. Per E-Rate rules, applications will be submitted each year of multi-year contracts for funding consideration.

The Respondent is required to provide the Lowest Corresponding Price (LCP) for equipment and/or services as has been provided to other customers in the area. In the event of an audit and a rule violation pertaining to LCP, regarding a service provider *not* providing the LCP, any funds that are requested to be returned to compensate for the difference or any rule violation will be the responsibility of the service provider that has failed to provide the LCP.

Invoicing

The Owner has the right to choose the type of invoicing method to pay for the services rendered. The Respondent acknowledges this right upon submission of a response to this request.

Service Provider Invoicing

The Owner's discount percentage rate, as determined on Form 471, will be the maximum that the Owner is liable for. The Respondent will be responsible to invoice USAC for the remaining balance, when using the Service Provider Invoice (SPI) method, or Form 474. Prior to invoicing USAC for the service rendered, the Respondent agrees to provide the Owner with a copy of the USAC invoice to verify that the service has been delivered and accepted by the Owner before the Respondent invoices USAC.

BEAR Invoice Method

When utilizing the BEAR method of invoicing, the Respondent will invoice the Owner for the entire amount of the service rendered. The Owner will invoice USAC for the discounted portion of the services provided.

Termination

The Owner reserves the right to terminate any contract and/or agreement with any Respondent, even the apparent winner, regardless of USAC's approval or denial of funding; any funding requested because of this RFP, prior to any work starting. The Owner reserves the right to accept the pricing proposal solely dependent upon SLD approval.

Program Review

All E-Rate applications, including special construction, are subject to detailed questioning during Program Integrity Assurance (PIA) review where the cost of proposed special construction will be reviewed based on the cost of historical fiber builds in the region. Additionally, certain information on necessary special construction is needed to accurately fill out Form 471. Respondents are required to complete the table in 'Appendix A'. Additionally, Respondents are required to submit the additional information described in 'Appendix A', as this information will be required in a PIA review. If Respondents do not submit the additional information as listed in 'Appendix A', the Respondents' bid can be deemed non-responsive and excluded from the bid.

Contract Requirements

The Owner intends to use the Respondents supplied Service Agreement to formalize any contractual relationship that results from this RFP. However, the following provisions **MUST** be specifically included in the Respondent supplied agreement for the Respondents proposal to be considered responsive. Failure to include any or all these provisions shall result in a Non-Responsive determination and no further evaluation of the Respondents' proposal will be considered.

1. **Terms and Conditions** – The Owner requests proposals that are based on a three (3) year contract term with two (2) optional one (1) year extensions. The initial three (3) year contract term shall start on July 1, 2025, and end on June 30, 2028, not to exceed five (5) contract years. If new services are installed, the requested services should be installed by 6/30/2026. An extension option must be mutually acceptable to both parties. Any request for and acceptance of an extension shall be in written form and shall include any requests and justifications for adjustment in compensation. If Respondents can provide "better" rates by extending the length of the contract, provide this option as part of the RFP response.
2. **Growth Clause** – Growth services may or may not be requested by the Owner during the contract term. The Respondent shall include a "Growth Clause" with the maximum charges per month. The "Growth Clause" shall not require a change in contract terms. The "Growth Clause" shall include a price for all existing service types plus any additional services of the same type/speed and bandwidths as listed on Attachment A Site Schedule. Respondent shall include growth bandwidth and growth pricing in the contract for any potential upgrades, **as per E-Rate**

requirements.

Response Package Requirements

No bid will be accepted from, or contract awarded to a Respondent:

1. Who is not licensed in accordance with the law.
2. Does not hold a license qualifying them to perform work under this contract in the State of California.
3. Who does not plan to hold or acquire a valid SPIN and is not in good standing with the FCC/USAC.
4. Who has not successfully performed one project of similar character and scope of the proposed work.

Proposals will only be received by **March 21, 2025**, at **3:00 PM MST**. ALL RESPONDENT PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE POINT-OF-CONTACT NO LATER THAN 3 PM MOUNTAIN DATE TIME (MST). Proposal requirements outlined below.

Procurement Point-of-Contact

The Navajo Nation Broadband Office has assigned a Point-of-Contact who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

1. Sonia Nez at sonianez@navajo-nsn.gov
2. Bernardo Portilla at bportilla@americasrf.com
3. Libardo Melo lmelo@americasrf.com

Issuing Office

This Request for Proposal (RFP) is issued by the Navajo Nation Broadband Office (NNBO), Navajo Nation, 1575E State Highway 264, Tse Bonito, New Mexico. The contact person for this RFP is Sonia Nez, Bernardo Portilla, and Libardo Melo.

If Service Providers have any questions or inquiries regarding this RFP, those inquiries shall be directed to Sonia Nez. CC Bernardo Portilla and Libardo Melo.

The deadline for all questions regarding this RFP will be on **March 7, 2025** at 3:00 PM MST. All questions will be answered in addendum(s) sent out to all Service Providers. Any and all updated project information, forms, including addenda, will be distributed through the project website, located at <https://www.nnooc.org/RFPs-Advertisements.html> , www.broadband.navajo-nsn.gov & <https://portal.usac.org/suite/>.

Sequence of Events

The Point-of-Contact will make every effort to adhere to the following schedule:

Timeline	Responsible Party	Date
Issue RFP	Navajo Nation Broadband Office	February 21, 2025
Submission of Proposal Deadline	Respondents	March 21, 2025
Contract Award	Navajo Nation Broadband Office & Schools	March 25, 2025
File 471 Deadline	Navajo Nation Broadband Office & Schools	March 26, 2025

Explanation of Events

The following paragraphs describe the activities listed in the sequence of events above.

- 1. Issuance of RFP:** This RFP is being issued on behalf of the Navajo Nation Broadband Office on **February 21, 2025**.
- 2. Submission of Proposal:** ALL RESPONDENT PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE POINT-OF-CONTACT NO LATER THAN **3 PM** MOUNTAIN DATE TIME (MST) ON **March 21, 2025 and delivered** to Sonia Nez (sonianez@navajo-nsn.gov), Bernardo Portilla (bportilla@americasrf.com), and Libardo Melo (lmelo@americasrf.com).

The Navajo Nation is not bound to enter a contract under the RFP or RSQ and may issue a subsequent RFP or RSQ for the same services; and ; the Navajo Nation is a sovereign government and all contracts entered into as a result for the RFP or RSQ shall comply with the Navajo Nation law, rules and regulations, including the Navajo Preference in Employment Act, and applicable federal law, rules, and regulations.

Proposals must be addressed and delivered via email to the Point-of-Contact at the email address listed. Proposals must be emailed and clearly indicate that they are in response to the Navajo Nation Broadband Office RFP. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this

Request for Proposal. Awarded in this context means the final required Navajo Nation Broadband Office, or designee signature on the contract(s) resulting from the procurement has been obtained.

Contract Awards: Prior to contract formation under subsection below, the Business Regulatory Department shall certify that the Navajo Nation Business Opportunity Act was adhered to in the solicitation and award.

3. After review of the Evaluation Committee and the signed contractual agreement(s), the Point-of-Contact will be awarded as per the schedule in the Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Point-of-Contact.

The contract(s) shall be awarded to the Respondent (or Respondents) whose proposals are most advantageous to the Navajo Nation Broadband Office taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points.

The Procuring Party shall issue a Notice of Intent to Award within 5 business days of the bid opening, unless the Procuring Party determines, and gives notice, that a larger review time is necessary. The Procuring Party shall give notice of a time extension to each offeror by posting it at the location announced at the offer opening.

After the project is awarded and funded by USAC and verification is received that USAC has funded the amount requested by the Nation the procuring party shall develop a written contract covering the procurement of services identified in the RFP.

4. **E-Rate Filing:** Once the contract has been negotiated and signed, the E-Rate Form 471 form(s) will be completed before the March 26, 2025 deadline for the of E-Rate filing window.

General Conditions

1. Demarcation:

All solutions must terminate service or infrastructure in the demarcation point at each address specified in this RFP, on the Attachment A Site Schedule. Solutions bringing service to the property line but not to the demarcation point are not acceptable. The respondent must specify specific demarcation setup included in

base fees, e.g. wall mounted CPE and CAT6a handoff, rack mount patch panel, etc.

2. Network Diagram:

For each response, respondents must include a network diagram displaying the paths to be used to serve each endpoint. For self-provisioned fiber responses, respondents must include identification of aerial vs. buried fiber segments, detailed drawings showing fiber and equipment locations, and any other pertinent details (See Appendix D for OSP specifications).

3. Leased lit fiber:

- a. .25% frame/packet loss commitment
- b. 25ms network latency commitment
- c. 10ms network jitter commitment
- d. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason

4. Special Construction Information for Form 471 and PIA Review:

All E-rate applications including special construction are subject to detailed questioning during PIA review where the cost of proposed special construction will be reviewed based on the cost of historical fiber builds in the region. Additionally, certain information on necessary special construction is needed to accurately fill out the Form 471. Respondents are required to fill out the table in Appendix B for every site listed in this RFP. Additionally, respondents are encouraged (but not required) to submit the additional information described in Appendix B that will likely be requested during PIA review. If respondents do not submit this additional information with their bid, and their solution is chosen, they must be prepared to promptly provide that information and any additional information not described in this RFP when requested. Please note that vendors may assist applicants with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers. Service Providers who choose to not agree to provide this detailed information will be deemed non-responsive and their bids will be rejected.

5. Acceptance of Conditions Governing the Procurement:

Potential Respondents must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal.

6. Incurring Cost:

Any cost incurred by the potential Respondent in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Respondent. Any cost incurred by the Respondent for setup

and demonstration of the proposed equipment and/or system shall be borne solely by the Respondent.

7. Prime Contractor Responsibility:

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Navajo Nation Broadband Office, which may derive from this RFP. The Navajo Nation Broadband Office entering into a contractual agreement with a vendor will make payments to only the prime contractor.

8. Subcontractors:

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the Navajo Nation Broadband Office awarding any resultant contract, before any subcontractor is used during the term of this agreement.

9. No Obligation: This RFP in no manner obligates the Navajo Nation Broadband Office to use any Respondent's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination: This RFP may be canceled at any time and all proposals may be rejected in whole or in part when the Navajo Nation Broadband Office determines such action to be in the best interest of the Navajo Nation Broadband Office.

11. Required Notice to Proceed and Funding Availability

The Navajo Nation Broadband Office will follow the purchasing policies of the lead applicant and requirements and procedures of the FCC's E-Rate program as administered by the Universal Service Administrative Company to be eligible for all available funding and the purchasing policies of the Navajo Nation. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the Navajo Nation Broadband Office's issuance of a written Notice to Proceed. E-Rate funding notification alone will not signify Notice to Proceed. The Navajo Nation Broadband Office will have the right to allow the contract to expire without implementation if appropriate funding does not come available. Additionally, any projects requiring special construction are also contingent on issuance of funds from the eligible federal, state, or tribal match source. The Navajo Nation Broadband Office will have the right to allow the

contract to expire without implementation if this specific funding does not come available.

12. Right to Waive Minor Irregularities:

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements if all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

13. Ownership of Proposals:

All documents submitted in response to the RFP shall become property of the Navajo Nation Broadband Office.

14. Bonding of Subcontractors:

When applicable, subcontractors shall be required to provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more. (Reference 13-1-148.1 NMSA 1978)

15. Davis-Bacon Act:

Any contract resulting from this RFP will comply with the labor provisions of the Davis-Bacon Act regarding wages, payments, payrolls, and basic records.

16. Copeland Act:

Any contract resulting from this RFP will comply with the Copeland Act.

17. Buy American Act:

Any contract resulting from this RFP will comply with Buy American Act.

18. Safety Requirements:

Any contract resulting from this RFP will comply with the Occupational Safety and Health Standards (OSHA).

19. References:

For each response, Respondent must provide 2 references from current or recent tribal customers (preferably K-12 schools, libraries, or consortia) with projects equivalent to the size of Navajo Nation Broadband Office.

20. Tribal Preference

Native American Owned Business: If the organization is native or tribally owned, please submit a copy of your business license issued by your tribe or any documentation that references the Company is a whole owned subsidiary of a tribe or tribal member.

Response Format and Organization

A. Proposal Outline

- 1) Table of Contents**
- 2) Signed Letter of Transmittal** – To be completed and signed by an individual person authorized to obligate the company and to include:
 - a. Identify the submitting business entity.
 - b. Identify the name, title, telephone, and e-mail address of the person authorized by the Respondent organization to contractually obligate the business entity providing the Offer.
 - c. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization
 - d. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
 - e. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
 - f. Describe the relationship with any other entity that will be used in the performance of this awarded contract.
 - g. Explicitly indicate acceptance of the General Conditions the procurement
- 3) Organizational Experience** – Statement or Key Personnel Resumes
- 4) Tribal References** – Name, organization, and contact information
- 5) Special Construction Payment Plan Option Response** - Include agreement or non-agreement of this request.
- 6) Value-Added Offerings**, if applicable, narrative
- 7) Native American Owned Business**, if applicable, verification
- 8) Good Faith Tribal Negotiation Letter**, if applicable (Appendix E)
- 9) Technical Response** - Specifications to include:
 - a. Response type - Proposal for Lit, Leased Dark Fiber, IRU, Self- Provisioned services or a combination thereof
 - b. Project Description and Approach Narrative
 - c. Timeline and construction schedule for each site
 - d. Network Map
- 10) Cost Response** – Mandatory use of provided tables (Appendix A and Appendix B, if applicable)
- 11) Suspension & Debarment and current W-9** (Appendix F)

RFP Scoring Rubrics

Leased Lit Fiber

Points	Criteria
35	E-Rate eligible recurring and one-time costs ¹
30	Preference for a scalable solution from 100Mbps to 10Gig using the same medium
25	Signed good faith negotiation letter from tribal government(s) ²
5	Use of symmetrical scalable technology ⁴
5	Value-added offerings ⁶
100	Total Points
5	Extra Points for Native American Owned Business ⁷

Network Equipment

Points	Criteria
35	E-Rate eligible recurring and one-time circuit costs ¹
30	Use of symmetrically scalable technology ⁴
25	Ability to offer turn-key solution (limited effort on behalf of applicant) ³
10	Value-added offerings ⁶
100	Total Points
5	Extra Points for Native American Owned Business ⁷

Notes:

1: **E-Rate eligible circuit cost** is the total cost of ownership that includes special construction and NRC in addition to MRC and includes any and all services that will be applied on a monthly recurring basis. E.g. for self-provisioned fiber, internet access, recurring circuit costs to operate, maintain, and any other monthly service fees. E-Rate special construction costs should be clearly indicated and separated from any other E-Rate eligible NRC cost. All services offered must be eligible for E-Rate Category 1 discounts.

2: **Signed good faith negotiation letter from tribal government:** Is a letter or from signed by the applicant, Governor, or other designee of tribal lands that will be trespassed to complete the scope of work in this RFP. The letter must state that the tribe and Respondent have begun good faith negotiations to respect tribal authority and processes. Good faith negotiation letters should be completed for each tribal land for in the network design for maximum points.

3: **Turn-key solution:** the district has a clear preference for providers who can offer a “bundled” holistic, all-in-one solution and effort required by the Navajo Nation Broadband Office before, during, and after installation is minimal. Therefore, preference will be given to bidders who either offer all services independently or via 3rd party subcontractors as a complete package including fiber construction, terminating equipment inside the premise location, fiber installation and operations, and scheduled and unscheduled maintenance.

4: **Symmetrical scalable solutions:** preference will be given to solutions based on technologies that are symmetrical and scalable and can support a 20-year life span with an estimated 20% increase in broadband consumption annually, as the Navajo Nation Broadband Office believes that this will provide maximum future scalability. Respondents are encouraged to outline how solutions could be scaled into the future, including potential pricing increments for additional bandwidth that may be likely during the contract period.

5: **Terms, conditions, and insurance:** preference will be given to bidders that provide the most favorable conditions and insurance for implementation and ongoing service. These elements include (but are not restricted to): 24x7 response availability, demonstration of bonding, coordination with USIC and oversight of 811 participation, etc.

6. **Value-Added Offerings:** Respondents can submit any other information they deem necessary to highlight accomplishments, honors, services, etc. that advance excellence toward and a value add to the development of a Navajo Nation Broadband Office and it's goals to improve academic achievement and post-secondary education pursuits in Native America.

7. **Navajo Owned-Business:** If the organization is native or tribally owned, please submit a copy of your business license issued by your tribe or any documentation that references the Company is a whole owned subsidiary of a tribe.

Appendix A: MRC/NRC Cost Tables

These mandatory tables are provided to provide summary data for comparative purposes. Additional manufacturer information, detailed pricing, or cut sheets can be attached. **Reminder, EACH site SHALL be listed separately.**

Leased Lit Fiber / Services Provided Over Third-Party Networks						
Location	Bandwidth	Eligible Monthly Recurring Cost		Ineligible monthly recurring cost	Eligible install/non-recurring cost	Ineligible install/non-recurring cost
		1-year contract	3-year contract			

Leased Dark Fiber						
Location	Eligible Monthly Recurring Cost			Ineligible monthly recurring cost	Eligible install/non-recurring cost	Ineligible non-recurring cost
	3-year contract	5-year contract	10-year contract			

Leased Dark Fiber (IRU) - 20 year contract – Includes Maintenance		
Location	Eligible IRU Fee	Ineligible IRU fee

Fiber Maintenance for Leased Dark Fiber (IRU) and Self-Provisioned proposals

For self-provisioned construction costs please use Appendix B.

	Pricing structure: ___ Monthly ___ Yearly	
Contract Length	Eligible Cost	Ineligible Cost

Equipment for Leased Dark Fiber, Leased Dark Fiber (IRU) and Self-Provisioned proposals

Location	Manufacturer	Model	Eligible cost	Ineligible cost

Appendix B: Special Construction Pricing

Required with all bid submissions that include special construction. **Reminder, EACH site SHALL be listed separately**

Special Construction					
Location	Strand Count	Segment Mileage	Total Segment Cost	Eligible Cost	Ineligible Cost
Total project mileage and costs					

Information that can be included now, but will be requested at a later date upon USAC Program Integrity Assurance (PIA) review:

- Special Construction Cost Breakout worksheet in Appendix C (xls available, if requested)
- Route map of all build segments in kmz format
- Explanation of alternative routes that were explored and why the chosen route is the most cost-effective
- Explanation of special materials and procedures required that may have increased construction costs, such as:
 - Historical preservation or environmental issues
 - Bridge, waterway, railway, or highway crossings
 - Galvanized conduit
 - Directional boring through hard rock or under a paved surface
 - An excessive number of handholes, marker posts, or other OSP materials
 - Expensive pole attachment fees or make ready costs
 - Extreme terrain
 - Tribal cultural or protected areas issues
 - Timeline and Construction Schedule
 - Tribal right-of-ways

Appendix C: Special Construction Cost Breakout

Note: This worksheet is not a mandatory element of a self-provisioned proposal. If selected, however, this worksheet will be required during the PIA review. The xls file is available upon request. **Reminder, EACH site SHALL be listed separately**

	A	B	C	D
1	Project Overview			
2	What is the total distance of the project (feet)		Equals the sum of cells B7 - B9	
3	What is the total cost of the project?		Equals the sum of cells C7 - C9	
4				
5	OSP Summary Costs			
6	OSP Type	Distance of build (feet)	Cost	Cost Per Foot
7	Aerial			
8	Direct Buried			
9	Buried with conduit			
10				
11	Cost breakout of each OSP type			
12	Aerial Portion	Cost	The sum of cells B12 - B17 must equal the value in D6	
13	Cost per foot of fiber material			
14	Cost per foot of attaching fiber to poles			
15	Cost per foot of structure materials (anchors, j-hooks, guywires)			
16	Cost per foot of structure placement (adding new poles, anchors, guywires that will be owned by applicant)			
17	Cost per foot of pole make ready (work to provider owned poles such as new guys/anchors, attachment point clearing, placement of new poles)			
18				
19	Direct Buried	Cost	The sum of cells B19 - B22 must equal the value in D7	
20	Cost per foot of fiber material			
21	Cost per foot of placing fiber in the ground			
22	Cost per foot for buried conduit necessary for special crossings such as railroad, roadways, waterways			
23	Cost per foot of trenching (digging, necessary machinery, permitting)			
24				
25	Buried with Conduit	Cost	The sum of cells B25 - B28 must equal the value in D8	
26	Cost per foot of fiber material			
27	Cost per foot of pulling fiber through conduit			
28	Cost per foot of structure material (conduit, handholes, marker posts, etc)			
29	Cost per foot of structure placement (labor and permitting)			

Appendix D: OSP Installation Specifications

Material Requirements

- Material will comply with those standards established by UL or NEMA and shall be a commercial grade. All materials will be new and free from defects.
- The selected contractor and its subcontractors will provide all material management to ensure that the project remains on track according to the project milestones,
- All due caution will be exercised in transporting and off-loading all materials to prevent any damage during shipping or placement. Any damage to any materials after their initial receipt and inspection by the respondent will be the sole responsibility of the respondent, who will replace such damaged hand holes at no additional expense to the Navajo Nation Broadband Office.
- Buried conduits shall be single or multi-duct. Multi-duct shall include at least three innerducts.
- Conduit utilizing EMT (Electrical Metallic Tubing) multi-duct should include at least three innerducts. EMT fitting shall be gland or set screw type, and each conduit shall be equipped with a graduated pull tape or rope.
- Unless specified by right-of-way owner, crossings will be up to two conduits, PVC-Sch 80 or better.
- The exact requirements for location and type of conduit within the building shall be verified with building owner.
- All Hand Holes shall be DOT approved, correctly load rated CDR or comparable enclosures on roadways and railways, and pedestrian rated hand holes for non-roadways and railways.
- Large-radius sweeps shall be provided where required for offset or change in direction of conduit. Bend radius rating of the cable must be adhered to for all conduit bends, pull boxes, and hand holes.
- Fiber must be single mode with the following specifications:
 - TU-T G.652.C/D compliant
 - Maximum Attenuation @ 1310nm: 0.34 dB/km
 - Maximum Attenuation @ 1385nm: 0.31 dB/km
 - Maximum Attenuation @ 1550nm: 0.22 dB/km
- Connector types should be LC unless otherwise specified by the Navajo Nation Broadband Office.
- Any warranties associated with the fiber and any other outside plant materials must be reverted to the Navajo Nation Broadband Office as the fiber owner upon completion of construction

Specifications

Survey

- Comply with all ordinances and regulations. Where required, secure permits before placing or excavating on private property, crossing streams, pushing pipe or boring under streets and railways. Pre-survey shall be done prior to each job.
- Respondent will locate underground lines of third parties in cable route area

Permits and Traffic Control

- The respondent must adhere to all applicable laws, rules and requirements and must apply for permits to place infrastructure per specification per tribe, county or city ordinance applicable to where the infrastructure is being placed.
- All traffic control, in accordance with local, state, county, or permitting agency laws, regulations, and requirements, will be the respondent's responsibility. The respondents' construction schedule will take into consideration sufficient time for the development and approval of a traffic control plan.

Tracer Wire Installation

- Tracer wire shall be placed with all conduit installed unless armored or traceable cable is used. The respondent will provide the tracer wire and shall install, splice and test (for continuity) the tracer wire. If the tracer wire is broken during installation, the wire should be repaired and tested for continuity after repair.
- For multi-duct installation, install a 5/8" X 8" copper clad ground rod in the hand-hole located on public right-of-way. Place a #12 insulated copper locate wire from the ground rod to the fiber optic termination room or to the outside of the building directly below the pull box and terminate on one side of an insulated indoor/outdoor terminal block to the master ground bar in the fiber optic termination room or place a ground rod on the outside of the building. Locate block in an accessible location. This is for "locate purposes only," not for grounding purposes. Note on as-built where ground is placed and tag located wire as "locate wire."

Depth of Burial

- Except where otherwise specified, the cable shall be placed to a minimum depth of 36". Greater cable depth will be required at the follow locations:
 - Where cable route crosses roads, the cable shall be placed at a minimum depth of 48" below the pavement or 36" below the parallel drainage ditch, whichever is greater, unless the controlling authority required additional depth, in which case the greatest depth will be maintained.
 - Where cable crosses existing sub-surface pipes, cables, or other structures: at foreign object crossings, the cable will be placed to maintain a minimum of 12" clearance from the object or the minimum clearance required by the object's owner, whichever is greater.

Highway, Railroad, and Other Bored Crossings

- All crossings of state or federal highways and railroads right-of-way shall be made by boring and placing a pipe casing. The cable shall be placed through the pipe casing. Country roads and other roadways shall be bored, trenched, or plowed as approved by the appropriate local authority.
- All work performed on public right-of-way or railroad right-of-way shall be done in accordance with requirements and regulations of the authority having jurisdiction there under.
- Respondents shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn.
- Where the cable route crosses railroad right-of-way, the cable shall be placed at a minimum depth of 60" below the railroad surface or 36" below the parallel drainage ditch, whichever is greater, unless the controlling authority requires additional depth, in which case the greatest depth will be maintained.

Cable Markers

- Cable markers shall be placed within 48 hours of cable installation. Unless the right-of-way or property owner specifies otherwise, cable markers shall be placed at all change in directions, splices, fence line crossings, at road and stream crossings, and other points on the route not more than 1,000 feet apart.
- In addition, on highway right-of-way, the markers shall be located at the highway right-of-way line. Markers shall always be located so that they can be seen from the location of the cable.

Hand Holes

- Hand holes will be placed in accordance with standard industry practice following the specifications provided in the construction plans, typical drawings, and detail drawings. Special attention and planning must be exercised to ensure accessibility by other groups after construction has been completed.
- Buried hand holes unless otherwise stipulated by the drawings will be buried with 12" to 18" of cover at final grade.
- Immediately after placement, the soil around and over the hand hole will be tamped and compacted. Should any washouts occur, the respondent will be responsible for correcting the problem immediately without additional cost to the owner.
- After cable placement, all ducts will be sealed.
- All splice hand holes/manholes will be grounded
- A minimum of 100' coil of cable shall be left in each hand hole/building for splicing use.

Splicing

- Fiber to fiber fusion splicing of optical fibers at each point including head ends is required.
- Complete testing services, such as end to end, reel testing, and splice loss testing, ORL, power meter/laser source testing and WDM testing is required.
- Individual splice loss will be 0.10 dB for single mode unless after 3 attempts these values cannot be achieved, then the fibers will be re-spliced until a splice loss within 0.05 dB of the lowest previous attempts is achieved. Splice loss acceptance testing will be based on the fusion splicer's splice loss estimator.
- All cables to buildings shall be fusion spliced within a minimum of 50' of entering a building at a location to be determined by the owner with an existing single mode fiber and terminated at customer's rack.

Aerial Plant

- The Navajo Nation Broadband Office is open to aerial fiber runs using existing utility poles, but respondent must adhere to pole owners' requirements for clearances, spans, grounding, guys and attachments.

Testing Cable

- The respondent shall be responsible for on-reel verification of cable quality prior to placement.
- Completed test forms on each reel shall be submitted to the owner.
- Respondent assumes responsibility for the cable after testing. This responsibility covers all fibers in the cable.
- The respondent shall supply all tools, test equipment, consumables, and incidentals necessary to perform quality testing.
- The cable ends shall be sealed upon completion of testing.
- In addition to splice loss testing, selected respondents will perform end-to-end insertion loss testing of single-mode fibers at 1310 nm and 1550 nm from one direction for each terminated fiber span in accordance with TIA/EIA-526-7 (OFSTP 7). For spans greater than 300 feet, each tested span must be tested to a value less than or equal to the value determined by calculating a link loss budget.

Restoration

- All work sites will be restored to as near their original undisturbed condition as possible, all cleanup will be to the satisfaction of the school, library, or consortium and any permitting agencies.
- Respondents shall provide a brief description of restoration plan in the response, with the expectation that a more detailed restoration plan will be delivered prior to construction begins.
- Work site restoration will include the placement of seed, mulch, sod, water, gravel,

soil, sand, and all other materials as warranted.

- Backfill material will consist of clean fill. Backfilling, tamping, and compaction will be performed to the satisfaction of the Navajo Nation Broadband Office, the representative of any interested permitting agency, and/or the railroad representative.
- Respondent will be responsible for any restoration complaints arising within one year after the Navajo Nation Broadband Office's final acceptance.
- Excess material will be disposed of properly.
- Debris from clearing operations will be properly disposed of by the respondent/subcontractors as required by permitting agencies or the railroad. Railroad ties, trees, stumps or any foreign debris will be removed, stacked, or disposed of by the respondent as per requirements by other interested permitting agencies, and/or the Navajo Nation Broadband Office.
- Road shoulders, roadbeds, and railroad property will be dressed up at the end of each day. No payment for installation will be permitted until cleanup has been completed to the satisfaction of any permitting agencies, and/or the Navajo Nation Broadband Office.
- Site clean-up will include the restoration of all concrete, asphalt, or other paving materials to the satisfaction of the other interested permitting agencies, and/or the Navajo Nation Broadband Office.

Documentation

As-built drawings will include:

- Fiber cable routes
- Drawings, site drawings, permit drawings, and computerized design maps and electronically stored consolidated field notes for the entire route must include:
 - Verification of as-built and computerized maps
 - Splicing locations
 - Optical fiber assignments at patch panels
 - Optical fiber assignments at splice locations
 - Installed cable length
 - Date of installation
 - Aerial installation documents should include
 - Pole attachment inventories
 - Pole attachment applications
 - Pole attachment agreements between respondent and other utilities
 - GPS points of reference for utility poles
 - Photo images of poles to which fiber is attached
 - Underground installation documents should include
 - Conduit design and detailing

- Manhole detailing
 - Preparation of all forms and documentation for approval of conduit construction and/or installation
- Fiber details will include:
 - Manufacturer
 - Cable type and diameter
 - Jacket type: single mode
 - Fiber core and cladding diameter
 - Fiber attenuation per kilometer
 - Fiber bandwidth and dispersion
 - Index of refraction
- OTDR documentation will include:
 - Each span shall be tested bi-directionally from endpoint to endpoint.
 - Each span's traces shall be recorded and mapped. Each splice loss from each direction and the optical length between splices as well as any of the information required by Span Map.
 - Reel acceptance
 - Individual fiber traces for complete fiber length
 - Paper and computer disk records of all traces
 - Losses of individual splices
 - Anomalies
 - Wavelength tests and measurement directions
 - Manufacturer, model, serial number, and date of last calibration of OTDR
- Power Meter documentation will include:
 - Total link loss of each fiber
 - Wavelengths tested and measurement directions
 - Manufacturer, model, serial number, and date of last calibration for all equipment used

References, Standards, and Codes

Specifications in this document are not meant to supersede state law or industry standards. Respondents shall note in their response where their proposal does not follow the requested specification to comply with state law or industry standard. The following standards are based upon the *Customer-Owned Outside Plant Design Manual (CO-OSP)* produced by BICSI, the *Telecommunications Distribution Methods Manual (TDMM)* also produced by BICSI, ANSI/TIA/EIA and ISO/IEC standards, and NEC codes, among others.

It is required that the respondent be thoroughly familiar with the content and intent of these references, standards, and codes and that the respondent be capable of applying the content and intent of these references, standards, and codes to all outside plant communications system designs executed on the behalf of the Navajo Nation Broadband Office.

Listed in the table below are references, standards, and codes applicable to outside plant communications systems design. If questions arise as to which reference, standard, or code should apply in a given situation, the more stringent shall prevail. As each of these documents are modified over time, the latest edition and addenda to each of these documents is considered to be definitive.

Appendix E: Good Faith Negotiation Letter

Navajo Nation Broadband Office

Good Faith Negotiation Letter from Tribal Government for E-Rate

The vendor _____, has made the following good faith negotiating efforts to comply with tribal requirements with reference to the scope of work requested in 2023 E-rate RFP for the Navajo Nation Broadband Office.

Meets Criteria	Points	Criteria
_____	25	Vendor has proactively engaged a positive working relationship with tribal school, library, education office, or tribal government regarding land use. Vendor demonstrates commitment to fair negotiation of rights of way and has proposed a project that reflects tribal authority and priorities.
_____	15	Vendor responded to tribal engagement and has a positive working relationship with tribal school, library, education office, or tribal government regarding fair negotiation of rights of way.
_____	0	Vendor has not made contact with the tribe regarding potential rights-of-way requirements.
_____	-25	Vendor is currently barred from working on tribal land.
_____	-10	Vendor was in the past barred from working on tribal land.
Total:		For totals that are negative, 0 will transfer to the RFP scoring sheet.

Name

Entity

Date

ATTACHMENT “A” – SITE SCHEDULE

Arizona Chapter Houses/Libraries

- Bandwidth request is 100MB
- Growth options requested at 200MB, 500MB, 1GB, 5GB, and 10GB.

Entity Number	Entity Name	City	State	Zip Code	Latitude	Longitude
17025325	Birdsprings (Tsidii Toii)	Leupp	AZ	86035	35.306481	-110.76505
17025328	Bodayay-Gap	Gap	AZ	86020	36.30362	-111.458342
17025331	Cameron	Cameron	AZ	86020	35.868853	-111.416299
17025338	Coppermine	Page	AZ	86040	36.61898335	-111.4530101
17025421	Fort Defiance	Fort Defiance	AZ	86504	35.74081445	-109.0738374
17025430	Hardrock	Kykotsmovi	AZ	86039	36.03716324	-110.5084998
17025356	Jeddito	Keams Canyon	AZ	86034	35.77414	-110.13666
17025384	Kinlichee (Kin Dah Lichii)	St. Michaels	AZ	86511	35.741477	-109.447333
17025410	LeChee	LeChee	AZ	86040	36.85758728	-111.4454193
17025415	Leupp	Leupp	AZ	86035	35.29422902	-111.0050881
17025382	Lupton (Tse Si Ani)	Lupton	AZ	86508	35.33868	-109.070271
17025398	Nazlini	Nazlini	AZ	86540	35.897747	-109.444927
17025418	Rough Rock (Tse Ch Izhi)	Rough Rock	AZ	86503	36.412013	-109.861186
17025427	Sawmill	Sawmill	AZ	86504	35.89856	-109.16593
17025440	St. Michael	St. Michaels	AZ	86511	35.652628	-109.094257
17025365	Sweetwater (Tolikan)	Red Mesa	AZ	86514	36.852463	-109.425575
17025383	Teesto	Winslow	AZ	86047	35.496411	-110.404708
17027337	To Nanees Dizi	Tuba City	AZ	86045	36.125923	-111.235954
17025357	Tolani Lake	Winslow	AZ	86047	35.433518	-110.84599
17025370	Tsaile (Wheatfields)	Indian Rte 12 & C-144	AZ	86556	36.237056	-109.126642
17025402	Whitecone	Holbrook	AZ	86025	35.561834	-110.080121

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

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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.