

**REQUEST FOR PROPOSAL  
NAVAJO POLICE DEPARTMENT  
INFORMATION TECHNOLOGY STAFFING AUGMENTATION**

**BID NUMBER. 24-04-3304GC**

**I. PURPOSE OF REQUEST.**

The Navajo Police Department (NPD) seeks formal proposals from qualified vendors / qualified firms for qualified financial staffing augmentation vendors that can provide professional technology personnel to assist with a range of projects, assignments and support initiatives related to the technology development, technology implementation, technology support and implementation of technology needs for the Navajo Police Department. The following is an outline of the service needs of the NPD. The successful vendor shall meet all specifications as outlined herein.

**II. TIME SCHEDULE.**

It is the NPD's intent to follow this process and timetable, resulting in the selection of a vendor. At the NPD's discretion, it may change the estimated dates and the process set forth below as it deems necessary including but not limited to interviews.

NPD issues RFP.	April 15, 2024
Deadline for Submittal of Proposals by 5:00 PM. (Navajo Time)	May 1, 2024
Evaluation of submitted proposals	May 7-10, 2024
Notice of conditional selection and initiate award process	May 15, 2024
Award by the Navajo Nation (tentative date)	June 3, 2024

**III. INSTRUCTION FOR PROPOSERS.**

A. All proposals\* must be addressed to:

Delivery: Grace Coan, Buyer  
Purchasing Service Department  
Admin Building One  
Window Rock Boulevard  
Window Rock, Arizona 86515

Mailing: Grace Coan, Buyer  
Purchasing Service Department  
Post Office Box 3150  
Window Rock, Arizona 86515

\*Note this delivery and address surname is limited only to the proposal delivery and mailing.

- B. Any questions or inquiries regarding the scope of service should be brought to the attention of

Emmett Yazzie, Police Commander  
Navajo Police Department  
928-637-3193  
[e.yazzie@navajo-nsn.gov](mailto:e.yazzie@navajo-nsn.gov)

- C. All proposals must be in a sealed envelope and clearly marked "**NPD INFORMATION TECHNOLOGY STAFFING AUGMENTATION 24-04-3304GC**". The name and address of the proposing vendor must be shown on the face of the envelope.
- D. All proposals must be received by 5:00pm on Wednesday, May 1, 2024. Proposals will not be accepted after this deadline. **Four (4) copies of the proposal (proposal content), must be enclosed in the sealed envelope. Two (2) copies of the cost proposal in a separate sealed envelope. No facsimile, electronic or telephone proposals will be accepted.**
- E. Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, gloss paper, etc. are not desired. Emphasis should be on completeness and clarity of content.
- F. The NPD will notify proposers of the outcome of their proposals on or near the date indicated in the above time schedule.
- G. Proposal Submittal must include:
1. Company name and address, as well as the name and direct contact information of the primary and secondary account representatives. Briefly describe the primary and secondary account representatives' experience delivering services to police organizations similar in size and scope of those listed under the Scope of Services in this RFP and years of service at your company. If there is not experience with police organizations, government organizations can be used or private organizations. Experience shall be linked to the FY24 allocations outlined in Exhibit A.
  2. What is the Lead Time to initiate the services outlined in the Scope of Service? Define the process and timeline you anticipate for initiating the Scope of Service.

3. List three (3) references whom the NPD can contact, from agencies of similar size that have received financial augmentation services from your company within the last three (3) years. References should have budget allocations similar to the FY24 allocations outlined in Exhibit A. Include the name and address of each referenced organization, as well as the name, title, and phone number of the contact person. The NPD reserves the option to check references at its sole discretion
4. Describe the experience, education, licensures, and certifications for key staff who would compose the team to achieve the project objectives. Ensure the proposal packet includes proof of education, licensures and certification. Please outline their specialization and their expected roles.
5. Identify from what location the proposer will provide the identified services to the NPD.
6. Describe systems and mechanisms that would be established for status reporting during the project.
7. Describe your relationship with the Navajo Police Department, the Navajo Office of the Controller and the Navajo Office of Management and Budget. Please elaborate how those relationships will further your performance in achieving the Scope of Service.
8. A completed W-9 Form (Exhibit B)
9. A Navajo Nation Certification Regarding Debarment and Suspension (Exhibit C)
10. A statement identifying your firm/company has Reviewed the *Professional Service Contract* and there is an understanding of that review as outlined at Section VI.F. (Exhibit D). Please do not fill out the document. It is for reference only, to allow you to comply with Section VI.F.
11. A statement identifying your firm/company has Reviewed the Scope of Service by the Navajo Police Department (Exhibit A) and the proposal meets the required specifications.
12. All proposals and accompanying documentation will become the property of the NPD and may not be returned. Late proposals will not be accepted, nor will additional time be granted to any individual Vendor.

IV. **SELECTION CRITERIA.**

The NPD will use the criteria outlined in Exhibit E in its evaluation and comparison of proposals submitted. The order in which they appear is not intended to indicate their relative importance.

The NPD shall not be obligated to accept the lowest priced proposal, but shall make an award to the most responsible and responsive proposer whose proposal is most advantageous to and best serves the needs of the NPD and the Navajo Nation taking into consideration price and the evaluation factors set forth.

V. **SCOPE OF PURCHASE.**

The scope of service to be covered are attached herein as Exhibit A.

VI. **TERMS AND CONDITIONS.**

- A. The NPD reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- B. The NPD shall not be responsible for any costs incurred by the Proposer in preparing, submitting or presenting its response to this RFP.
- C. The NPD reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- D. The information submitted will be analyzed and may be shared internally, appear in reports, as appropriate and at the NPD's discretion. Proprietary, classified, confidential, or sensitive information should be clearly marked in your response. The NPD reserves the right to use any non-proprietary information. No basis for claims against the NPD shall arise as a result of a response to this RFP or from the NPD's use of such information.
- E. **Responsive:** Responsive RFP responses are those that comply with all material aspects of the solicitation, conform to the solicitation documents, and meet the requirements set forth in this solicitation. RFP responses which do not comply with all the terms and conditions of this solicitation, will be rejected as non-responsive.
- F. **Responsible:** Responsible vendors, at a minimum, must meet the following requirements:
  - Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting

contract.

- Be able to comply with the required performance schedule, taking into consideration all existing business commitments.
  - Have a satisfactory record of past performance.
  - Have necessary personnel and management capability to perform any resulting contract.
  - Be qualified as an established firm/vendor regularly engaged in the type of business necessary to fulfill the contract requirements.
- G. The NPD reserves the right to award all or a portion of the required services to more than one responsive proposer at the NPD's sole discretion.
- H. The contract resulting from acceptance of the proposal by the N.P.D. shall be supplied and approved by the Navajo Nation and shall reflect the specifications in this RFP. The sample Professional Service Contract of the Navajo Nation is attached as Exhibit D for informational purposes. **If a proposer has any exceptions to the terms of the sample contract, these must be submitted for consideration with the proposal.** Otherwise, the proposer shall be deemed to have accepted the form of the contract. The Navajo Nation will not consider changes to its indemnification and insurance requirements. The sample contract is your opportunity to note addendums, exceptions and or amendments.
- I. After preliminary selection and prior to contract award, the NPD will meet with the Proposer to review procedures for invoicing, payment, reporting, if any, and monitoring contract performance.
- J. The proposer may be requested to submit additional written evidence verifying that the vendor meets the minimum requirements described. Failure to provide any requested additional information may result in the vendor being declared non-responsive and the RFP response being rejected.
- K. Nothing in the RFP is intended to or shall have the effect of waiving any privileges or immunities afforded the Navajo Nation including, but not limited to, sovereign immunity or official immunity and it is expressly agreed that the Navajo Nation retains such privileges.
- L. The Navajo Nation is a sovereign government and all contracts entered into as a result of the RFP shall comply with the Navajo Nation law, rules and regulations, including the Navajo Preference in Employment Act, and applicable federal law, rules and regulations.
- M. A proposal in which the proposer attempts to impose conditions which would modify requirements of the solicitation or limit the proposer's liability



- to the Navajo Nation shall be rejected as nonresponsive.
- N. The liability of the Navajo Nation under a contract formed from this solicitation is contingent upon the availability of funds. Pursuant to 2 N.N.C. §223(B), all contracts shall have sufficient funds available to perform the services under this Contract.
  - O. Proposers must visibly mark their status as a vendor certified under the Navajo Nation Business Opportunity Act on the outside of the bid package, including their Priority ranking. It is the responsibility of the proposer to identify themselves as certified under the Navajo Nation Business Opportunity Act.
  - P. The Navajo Nation is not bound to enter a contract under the solicitation and may issue a subsequent solicitation for the same services.
  - Q. Nothing in the solicitation is intended to or shall have the effect of waiving any privileges or immunities afforded the Navajo Nation including, but not limited to, sovereign immunity or official immunity and it is expressly agreed that the Navajo Nation retains such privileges.
  - R. The NPD must comply with background requirements. All staff who are tasked with the Scope of Service shall be required to secure a favorable background conducted by a service specializing in full background investigations meeting Indian Country Law Enforcement Regulations including compliance with the requirements identified in 25 Code of Federal Regulations Part 12 -- Indian Country Law Enforcement, the Crime Control Act, the Gun Control Act, and Federal Adjudication Guidelines. NPD Adjudicators shall adjudicate the full background.

Questions regarding this requirement can be directed to Rodney Nez, Background Adjudicator at 928-380-9480 or email at [rodneynnez@navajonnsn.gov](mailto:rodneynnez@navajonnsn.gov).

## VII. **COMPENSATION**

- A. Present detailed information for the identified goods, inclusive of Navajo Nation sales tax (6%) [24 NNC § 201 et seq.]. The Navajo Nation will not pay any other tax associated to this service contract.
- B. In the event you have specific questions regarding the applicability of this tax, please contact the Office of the Navajo Tax Commission, Compliance Department at 928-871-6681.
- C. Payment by the NPD for the identified services will only be made after the identified services have been accepted by authorized NPD representatives. The NPD requires that all its vendors have a Department of Treasury Internal Revenue Service Form W-9 on file with the NPD to

accommodate payment. Itemized billings shall be submitted upon completion containing information specified by the NPD as described in Exhibit A.

- D. The payment procedures established by the Division of Finance/OOC shall be adhered to and are to begin whenever Goods or Services are delivered and accepted.

#### **VIII. LICENSE REQUIREMENT**

- A. Proposer must be licensed in the Navajo Nation if performing the services on the Nation or they must be licensed in the state where the service will be provided. Please refer to the Navajo Nation Corporation Act Title 5, Chapter 19. Additional information can be found at [http://www.navajobusiness.com/doingBusiness/Registration/NNCC/NCC\\_process.htm](http://www.navajobusiness.com/doingBusiness/Registration/NNCC/NCC_process.htm)
- B. Proposers must obtain and maintain adequate insurance coverage as recommended and verified by the Navajo Nation Risk Management Program for the entire term of the contract. The insurance coverage shall name the Navajo Nation as an additional insured. Proof of such insurance must be attached. For additional clarification, please contact the Navajo Nation Risk Management Program at 928-871-6335 or their website at <https://isd.navajonsn.gov/quick/riskmgmt.html>

**EXHIBIT “A”**

**SCOPE OF  
WORK**



## **SCOPE OF WORK**

### **Navajo Police Department Proposal for Managed IT Service Providers**

The Navajo Police Department seeks formal proposals for Managed IT Service Providers (MSPs) to provide IT services to NPD. Our program has been advertising for Information Systems Technicians, Senior Information Systems Technicians, and other IT focused permanent status positions in the different worksites that the NPD has throughout the Navajo Nation. These positions are now in open until filled classification, and are currently advertised or the position advertisement has been suspended as no applicants have been received for the positions. NPD desires an MPS solution to ensure the continuity of our IT program and to ensure our different programs have IT support to timely resolve issues related to NPD's hardware, software and network. The following is an outline of the service needs of the NPD.

#### **Service Requirements**

1. Help desk support – The MSP should offer 24/7 and 365 days a year helpdesk support services utilizing industry best practice processes and procedures.
2. Server & Network System Monitoring – The MSP must provide 24/7 and 365 days a year monitoring of NPD's server network system with proactive communication and escalation protocols based on the severity of any unscheduled outages.
3. Patch Management Services & Preventative Maintenance – The MSP must provide management of critical security and system patches to all servers and systems on the network to ensure NPD's IT systems and resources are properly managed and maintained.
4. Antivirus, Antispam, and Antispyware Protection – Shall maintain NPD's solutions to defend against security threats including phishing, malware, spam, viruses, and ransomware.
5. Onsite Support – When needed during regular business hours and afterhours, the MSP should have the ability to deploy onsite resources to assist in issues which cannot be resolved through remote access to in-house systems. The MSP shall have a regular scheduled in-house visit for regular maintenance and support of NPD's applications, technology and hardware. The MSP must offer an internal escalation process in tandem with NPD to ensure the ability to have multiple points of contact available if needed depending on the items or issue encountered.
6. Networking Support – NPD requires proactive management and monitoring of our switches, firewalls, routers, Wi-Fi systems, and other networking equipment.
7. Security Systems Monitoring – MSP must provide proactive monitoring and management of NPD's security systems, including firewalls, intrusion prevention, secure remote access, and any advanced security solutions MSP utilizes or suggests. The MSP must have an

established relationship with the Navajo Nation Department of Information Technology which manages the Navajo Nation security systems network.

8. Vendor Management – The MSP should be able to build relationships with vendors which are used by NPD and shall serve as a point of contact unless escalated to the staff of the Navajo Police Department’s IMS program.
9. Computer network topology – The MSP should create the NPD topology which defines the NPD network structure of how all components (physical and logical) are connected to each other. This shall include a master network diagram of the NPD network filters to the local user.
10. Warranty and Asset Inventory Management – NPD expects the MSP to create and maintain a hardware and asset inventory that includes Desktops, Laptops, Servers, Printers/Scanners, Fax Machines, and to notify NPD of any potential service or warranty issues. The MSP must also assist with managing the lifecycle of NPD’s devices and maintain an equipment inventory to ensure our systems are always functional and current.
11. Software Licensing Control – The MSP must provide oversight of recommended renewal of software applications and maintenance of appropriate documentation.
12. Procurement Management – The MSP must assist with the selection of commercially-rated equipment, order placement, order tracking, shipping, equipment returns, sourcing, and ordering of replacement parts.
13. PC Deployment – The MSP must provide delivery and setup of machines onsite or to staff working in the field.
14. Desktop and Laptop Support – The MSP must include their ability to support existing and future desktop and laptop hardware. This includes maintenance and repair, replacement for failed equipment, and the acquisition and provisioning for new equipment as needed.
15. Printers, Copiers, and Scanners – The MSP must be able to support existing printers, copiers, and scanner-related network-printing issues.
16. Desktop Software Standardization and Software Licensing and Upgrades – The MSP must have a process for identifying standardization and management of desktop images and ensuring that staff are using current products as well as current OS and browser versions.
17. Lifecycle Management of Hardware Units – The MSP should have processes for end-of-life notification, replacement, and asset decommissioning/disposal.
18. Break Fixes and Installation – The MSP should offer planned and on-call break/fix services, including emergency response to server issues.
19. Move, Add, Change (MAC) – NPD is looking for the MSP to help with any changes to the location, configuration of existing equipment or software, and installation of additional equipment or software as needed.
20. Mobile Device Support – In addition to laptops and desktops, some staff use mobile phones and tablets. The MSP will need to support secure provisioning (and ongoing support of that provisioning) of any mobile device into the company network. In the event the device is lost, the corporate mail and contact data should be able to be easily wiped from the device

while preserving individual's personal information. A Mobile Device Management strategy and system recommendation should be considered and included in response to this RFP.

21. Reporting – The MSP should provide relevant reporting not only based on their performance from a help desk perspective but also regarding system health, uptime, and assist in keeping an accurate hardware inventory to inform ongoing planning of maintenance, warranties, and refresh schedules.
22. Onboarding and Offboarding Staff – The MSP must have process and procedure in place to onboard or offboard team members in a timely and efficient manner.
23. End-User Security Awareness Training – The MSP should offer Security Awareness Training to teach NPD's staff and employees about current threats, terms, standards, and compliance to help them avoid a security incident.
24. Vulnerability Testing – The MSP should offer vulnerability tests, both internally and externally, to determine what flaws and potential threats exist from the outside, or perimeter, of NPD's business network.
25. Subject Matter Expert in the CODY RMS/CAD software.
  - a. Manage and maintain the integrity of the police Records Management System (RMS).
  - b. Keep employee files up to date.
  - c. Create and maintain a current business file.
  - d. Train NPD Staff as needed for use of the application.
  - e. Act as a liaison between the users and the Police Department leadership group.
  - f. Work with Police Department personnel to resolve RMS issues in a professional manner.
  - g. Attend RMS training as required, including annual update classes.
  - h. Run arrest reports to ensure all information is entered.
  - i. Review all incident reports for accuracy.
  - j. Maintain familiarity with the FBI Uniform Crime Reporting (UCR) System, National Incident-Based Reporting System (NIBRS) and reporting accurate data as required.
  - k. Compile a public safety report on a monthly basis to include, but not limited to: Part one crimes and additional information.
  - l. Monthly adult arrests Monthly juvenile arrests as well as reprimand and release for juveniles
  - m. Citations report
  - n. Compile statistics for a Departmental Annual Report.
  - o. Ensure that all data is entered into the Incident Report Form so that charts and reports will be accurate.
  - p. Expunge records from RMS system when required.

## NPD Overview

The information below outlines the general demographics of the NPD and a summary of our current technical environment.

1. Window Rock Police District (AZ) 35.673171784026465, -109.05845224752206
2. Shiprock Police District (NM) 36.8020087379065, -108.6896062478498
3. Dzilh-Na-O-Dith-lhe' Police Substation (NM) 36.394443132656725, -  
107.84033583193663
4. Crownpoint Police District (NM) 35.75124250653607, -108.14930202201622
5. Tuba City Police District (AZ) 36.127142, -111.237036
6. Chinle Police District (AZ) 36.146453821791525, -109.55532824095883
7. Navajo Police Training Academy (AZ) 36.15129542970594, -109.55942202690181
8. Kayenta Police District (AZ) 36.713255871813246, -110.25336062079222
9. Dilcon Police District (AZ) 35.38935248123128, -110.319663345292
10. Twin Arrows Police Substation (AZ) 35.1703065205875, -111.2563635527115
11. Sawmill Police Substation (AZ) 35.898994599818614, -109.16443416225763
12. Headquarters (AZ) 35.75892861241494, -109.05337289938029

We currently have 420 employees that includes civilian and commissioned personnel. These personnel are distributed among the 12 identified worksites.

The following IT positions are classified for our organization

- |   |                   |            |
|---|-------------------|------------|
| • Senior Network Systems Specialist     | Fort Defiance, AZ | Filled     |
| • Senior Information Systems Technician | Fort Defiance, AZ | Advertised |
| • Information Systems Technician        | Fort Defiance, AZ | Not filled |
| • Information Systems Technician        | Shiprock, NM      | Not filled |
| • Information Systems Technician        | Kayenta, AZ       | Not filled |
| • Digital Evidence Technician           | Fort Defiance, AZ | Advertised |

## Summary of Technical Environment

The NPD environment is not located in one geographical location. The quantities outlined in this summary are aggregate numbers estimated from the different worksite locations outlined in the NPD Overview.

### Core Hardware

- CODY RMS Servers x 7

- Body camera server x 10
- No less than 15 NPD switches
- No less than 25 NPD routers
- No less than 200 UPSs
- Navajo DIT Firewall
- First Net equipment
- Configurations are granted and monitored through Navajo Department of Information Technology.

#### Software Systems

- CODY RMS based on Oracle
- Prima View, Safety Vision
- Windows based operating environments

#### Connectivity

- NTUA
- Frontier
- NDIT
- First Net hot spots

#### Remote Access / VPN

- 200+ staff for CODY Mobile Data/In Car Mobile Data Terminals
- VPN access. Configurations are granted and monitored through Navajo Department of Information Technology.

#### Workstations and other Devices

- 240 desktops
- 210 laptops
- 10 video conference systems

###

# EXHIBIT “B”

# FORM W-9 (Rev. March 2024)

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
 requester. Do not  
 send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type. See Specific Instructions on page 3.</b>	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	<b>2</b>	Business name/disregarded entity name, if different from above.		
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____		<b>4 Exemptions</b> (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>	
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>		
<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.		Requester's name and address (optional)	
<b>6</b>	City, state, and ZIP code			
<b>7</b>	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.

<b>Social security number</b>										
<b>or</b>										
<b>Employer identification number</b>										

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

## Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.

<b>Sign Here</b>	Signature of U.S. person	Date
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## 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](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



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 <sup>1</sup>	Generally, exempt payees 1 through 5. <sup>2</sup>
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

<sup>2</sup> 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](http://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](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://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](http://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 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.

**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 <sup>1</sup>
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 <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://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.

**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



**EXHIBIT D**

**SAMPLE**

**Professional**

**Service Contract**

**SERVICES CONTRACT**

**EXHIBIT A – Accounting Codes and Budget**

FIRM NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 \_\_\_\_\_  
 TELEPHONE NO. \_\_\_\_\_

**ACCOUNTING CODES**

<u>Account Number</u>	<u>Account Name</u>	<u>Item Totals</u>
_____ - _____	_____	\$ _____
_____ - _____	_____	\$ _____
_____ - _____	_____	\$ _____
<b>TOTAL CONSULTANT FEES AND EXPENSES:</b>		<b>\$ _____</b>

---

**ATTACH A DETAILED BUDGET TO THIS EXHIBIT**

*The detailed budget total must match the totals above and the totals on Page 1 of the Contract.*

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Consider using the SAMPLE FORMULAS below:

\_\_\_\_\_ – *Cost Estimate – Fees*

\$ \_\_\_\_\_ per day or per hour x \_\_\_\_\_ work days or work hours outside the Navajo Nation: \$ \_\_\_\_\_  
 \$ \_\_\_\_\_ per day or per hour x \_\_\_\_\_ work days or work hours within the Navajo Nation: \$ \_\_\_\_\_  
 \_\_\_\_\_ Percent Navajo Nation tax on fees for work within the Navajo Nation: \$ \_\_\_\_\_  
Total Fees: \$ \_\_\_\_\_

\_\_\_\_\_ – *Cost Estimate – Fees*

Travel (\_\_\_\_\_ miles x \$ \_\_\_\_\_ per mile): \$ \_\_\_\_\_  
 Meals (\_\_\_\_\_ meals x \$ \_\_\_\_\_ per meal): \$ \_\_\_\_\_  
 Lodging (\$ \_\_\_\_\_ per night x \_\_\_\_\_ required overnight stays): \$ \_\_\_\_\_  
 Airfare (\$ \_\_\_\_\_ per trip x \_\_\_\_\_ trips): \$ \_\_\_\_\_  
 Materials, supplies, and goods (list each item and associated cost): \$ \_\_\_\_\_  
Total Expenses: \$ \_\_\_\_\_

**SERVICES CONTRACT**

**EXHIBIT B - Consultant Credentials**

FIRM NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE NO. \_\_\_\_\_

**FOR INTERNAL GUIDANCE ONLY - Include in this section:**

1. Consultant's current resume. If Consultant is a firm, use the resume of the primary responsible party,
2. Signed Navajo Nation Certification Regarding Debarment and Suspension,
3. Completed and signed W-9 Form, and
4. Any other credentials that are relevant to the work in this contract.

**SERVICES CONTRACT**

**EXHIBIT C - Certificate of Insurance**

FIRM NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE NO. \_\_\_\_\_

**FOR INTERNAL GUIDANCE ONLY - Include in this section:**

1. The Consultant's Certificate(s) of Insurance, and
2. The Risk Management Program's (RMP) signed memorandum indicating that the attached Certificate of Insurance meets RMP's minimum insurance requirements.

**FORM 1 (ADMINISTRATIVE PURPOSES ONLY)**

**SERVICES CONTRACT BETWEEN  
THE NAVAJO NATION  
AND**

\_\_\_\_\_  
*Consultant's Legal Name (this must match the name on the Contractor's W-9 and Certificate of Insurance)*

\_\_\_\_\_  
*Consultant's physical address, state and zip code*

\_\_\_\_\_  
*Consultant's telephone number*

CONTRACT NO: \_\_\_\_\_

FOR THE PERIOD: BEGINNING \_\_\_\_\_  
ENDING \_\_\_\_\_

**PAYMENTS TO BE MADE FROM:**

Account: \_\_\_\_\_ - \_\_\_\_\_ Fees: \$ \_\_\_\_\_  
Account: \_\_\_\_\_ - \_\_\_\_\_ Expenses: \$ \_\_\_\_\_  
Account: \_\_\_\_\_ - \_\_\_\_\_ Taxes: \$ \_\_\_\_\_

TOTAL PAYMENTS ON THIS CONTRACT NOT TO EXCEED: \$ \_\_\_\_\_

**UNDER THE TERMS AND CONDITIONS OUTLINED IN:**

ATTACHMENT A – Mutual Promises and Agreements

ATTACHMENT B – Scope of Work

**EXHIBITS:**

EXHIBIT A – Accounting Codes and Budget

EXHIBIT B – Consultant Credentials

EXHIBIT C – Certificate of Insurance

EXHIBIT D – \_\_\_\_\_

EXHIBIT E – \_\_\_\_\_

Employer's Identification No.: \_\_\_\_\_

Or *this number must match Form W-9*

Consultant's Social Security No.: \_\_\_\_\_

## SERVICES CONTRACT

### ATTACHMENT A – Mutual Promises and Agreements

This Services Contract (“Contract”) is made and entered into by and between the Navajo Nation, hereinafter called the “NATION” and \_\_\_\_\_, hereinafter called the “CONSULTANT.” Collectively, the NATION and the CONSULTANT are the “PARTIES.” The PARTIES agree as follows:

1. **Contract Term.** The NATION agrees to use the non-exclusive services of the CONSULTANT beginning \_\_\_\_\_, and ending \_\_\_\_\_.
2. **Documents Constituting the Contract.** The following are to be considered collectively as one agreement/contract and the term Contract whenever used herein shall be deemed to include all such documents:
  - this ATTACHMENT A – Mutual Promises and Agreements;
  - ATTACHMENT B – Scope of Work (“Scope of Work”);
  - EXHIBIT A – Accounting Codes and Budget;
  - EXHIBIT B – Consultant Credentials;
  - EXHIBIT C – Certificate of Insurance; and (where applicable)
  - EXHIBIT D – \_\_\_\_\_; and
  - EXHIBIT E – \_\_\_\_\_.
3. **Scope of Work.** The CONSULTANT agrees to perform the services described in ATTACHMENT B – Scope of Work. Any changes to the Scope of Work must be agreed to by the PARTIES through a formal Modification of the Contract pursuant to Paragraph 13 below.
4. **Compensation.** The NATION agrees to compensate the CONSULTANT for services performed under this Contract by paying a sum not to exceed \$ \_\_\_\_\_, as per EXHIBIT A – Accounting Codes and Budget, to include the Navajo Nation and local government sales tax amounts described in Paragraph 18 below, for work performed within the territorial jurisdiction of the NATION.
5. **Authorized Representative.** The CONSULTANT shall work with the \_\_\_\_\_ (Contracting Program), and its Authorized Representative, \_\_\_\_\_, in the performance of work or services under this Contract. No payment shall be made unless said Authorized Representative approves the work performed or services provided under this Contract and has approved the invoice(s) submitted by the CONSULTANT. Only the Authorized Representative or someone formally delegated by the Authorized Representative may assign tasks under the Scope of Work. All invoiced expenditures must be supported by receipts.
6. **Contract Number.** Contract Number C- \_\_\_\_\_ shall cover this Contract, and reference to this number shall be made on all invoices submitted by the CONSULTANT to the NATION for payment.
7. **Availability of Funds.** The liability of the NATION under this Contract is contingent upon the availability of funds. Pursuant to 2 N.N.C. § 223(B), all contracts shall have sufficient funds available to perform the services under the Contract.
8. **Travel Expenses.** The PARTIES recognize that the CONSULTANT may incur reasonable travel expenses in connection with providing services to the NATION. For said travel expenses to be eligible for reimbursement hereunder, the Authorized Representative must approve the travel in writing before said expenses are incurred.
9. **Consultant is an Independent Contractor.** Neither CONSULTANT nor its employees are, or shall be deemed, NATION employees. In its capacity as an independent contractor, CONSULTANT agrees and

represents, and the NATION agrees, that CONSULTANT: (a) has the sole right to control and direct the means, manner, and method by which the services will be performed; (b) shall utilize its own employees, facilities, equipment, tools, and supplies in performing the services; (c) is not eligible to participate in, and is not eligible for coverage under any NATION employee benefit plans or offerings; and (d) is free to make its services available to third parties. Nothing in this Contract shall be construed to create any agency or employment relationship between CONSULTANT or any of its employees and the NATION. Neither Party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other. The CONSULTANT is responsible for payment of all taxes related to this Contract, and except as otherwise provided in Section 18 below, the NATION is not responsible for withholding, and shall not withhold, income taxes, FICA, unemployment taxes, or other taxes of any kind from any payment it owes to CONSULTANT, nor shall the NATION be responsible for remitting the employer's share of employment taxes to federal or state governments.

- 10. **The Nation's Ownership of Work Product.** The product(s) and title of the CONSULTANT'S work and services under this Contract shall be and will remain the property of the NATION. The NATION may use the work product for any purpose without prior approval or additional payment.
- 11. **The Nation's Right to Inspect Place of Business and to Inspect and Audit Books and Records.** The CONSULTANT agrees that the NATION may, at reasonable times, inspect the part of the plant or place of business of the CONSULTANT that is related to the performance of this Contract; and CONSULTANT further agrees that the NATION may, at reasonable times and places, inspect and audit the CONSULTANT'S books and records to the extent that such books and records relate to the performance of this Contract. The CONSULTANT shall maintain such books and records, and such books and records of any Subcontractor, for at least five (5) years from the date of final payment under this Contract. Further, CONSULTANT agrees to include in any Subcontractor agreement related to this Contract, provisions that the Subcontractor agrees (a) that the NATION may, at reasonable times, inspect the part of the plant or place of business of the Subcontractor that is related to the performance of this Contract; (b) that the NATION may, at reasonable times and places, inspect and audit the Subcontractor's books and records to the extent that such books and records relate to the performance of this Contract; and (c) that the Subcontractor shall maintain its books and records related to the performance of this Contract for at least five (5) years from the date of the CONSULTANT'S final payment under this Contract.
- 12. **Contact Information; Final Invoice.** Copies of all correspondence, reports, and invoices under this Contract shall be furnished to:

*Insert the NATION'S and the CONSULTANT'S contact and contact information:*

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**NOTE:** The final invoice will be due within thirty (30) days after the Contract ends.

- 13. **Indemnification.** The CONSULTANT agrees to hold harmless and indemnify the NATION against any and all losses, costs, damages, claims, accident or injury to person or property including death, attorneys' fees, expenses, and other liability whatsoever (collectively, "Claims"), arising under, related to, or in connection with this Contract, except to the extent such Claims are directly caused by the gross negligence or wanton and willful



conduct of the NATION or to the extent they result from the negligence of NATION officials or employees as provided for and in accordance with 1 N.N.C. § 551 *et seq.*

14. **Modifications.** Any modifications to this Contract shall be made only by written amendment, signed and executed by all parties to this Contract. If a cost-based selection method, such as the submission and evaluation of bids, was used to procure this Contract, any amendment to increase this Contract that exceeds twenty percent (20%) of the original accepted bid amount shall be handled pursuant to 2 N.N.C. § 223(F).
15. **Disputes; No Waiver of Sovereign Immunity.** Any and all disputes arising under, related to, or in connection with this Contract will be resolved first through negotiation between the PARTIES under the laws of the NATION. If negotiation does not resolve the dispute, the NATION may pursue legal action. Nothing herein shall be construed as a waiver of the NATION'S sovereign immunity.
16. **Termination.** The NATION may terminate this Contract at any time upon ten (10) days advance written notice to the CONSULTANT, in the event that: (a) the NATION, in its sole discretion, determines the CONSULTANT'S work or services provided are not satisfactory; (b) the CONSULTANT fails to submit reports and other documents as requested by the NATION within defined time schedules to the satisfaction of the NATION; (c) the CONSULTANT fails to submit verification of invoices to the NATION for payment to the satisfaction of the NATION; (d) the CONSULTANT is in breach of any material term or condition of this Contract; or (e) funds are not appropriated or otherwise made available to support continuation of this Contract.
17. **Applicable Law and Jurisdiction.** The CONSULTANT shall comply with all Navajo Nation laws, as they may be amended from time to time, including, but not limited to, the Navajo Business and Procurement Act, 12 N.N.C. § 1501 *et seq.*, the Navajo Preference in Employment Act, 15 N.N.C. § 601 *et seq.*, the Navajo Nation Business Opportunity Act, 5 N.N.C. § 201 *et seq.*, the Navajo Nation Corporation Act, 5 N.N.C. § 3101 *et seq.*, the Navajo Nation Limited Liability Company Act, 5 N.N.C. § 3600 *et seq.*, the Navajo Uniform Commercial Code, 5A N.N.C. § 1-101 *et seq.*, and applicable regulations. The CONSULTANT agrees to be subject to the jurisdiction of Navajo Nation courts and tribunals.
18. **Pre-Contract Costs.** Costs incurred before the finalization of this Contract deemed reasonable, allowable, and allocable to performance of the Contract as agreed to by the PARTIES may be paid under this Contract.
19. **Navajo Nation Taxes.** The CONSULTANT shall comply with all applicable Navajo Nation tax laws under Title 24 of the Navajo Nation Code and corresponding regulations. The CONSULTANT is subject to and shall be liable for payment of the Navajo Nation Sales Tax, at the prevailing rate, on gross receipts for all work performed within the territorial jurisdiction of the Navajo Nation pursuant to 24 N.N.C. § 601 *et seq.*, and the Navajo Nation Sales Tax Regulations § 6.101 *et seq.*, as amended from time to time, except that work performed within the To'Nanees'Dizi Local Government ("Tuba City Chapter") or the Kayenta Township is subject to their respective local sales taxes as amended from time to time. In addition to being subject to Navajo Nation Sales Tax, the CONSULTANT is subject to local sales tax on gross receipts for all work performed within a governance-certified chapter that imposes a local sales tax pursuant to a duly enacted local tax ordinance and the Uniform Local Tax Code, 24 N.N.C. § 150 *et seq.*

The CONSULTANT shall segregate, on each invoice, the work performed within and outside the territorial jurisdiction of the Navajo Nation, and within and outside the jurisdictions of governance-certified chapters that impose a local sales tax. The NATION shall withhold from each payment to the CONSULTANT the applicable Navajo Nation Sales Tax and/or local sales tax due from the total invoice amount associated with work performed within the Navajo Nation and/or within governance-certified chapters that impose a local sales tax (excluding Tuba City Chapter and Kayenta Township). The amount withheld reflects the Navajo Nation Sales Tax and/or local sales tax due on such invoice amounts. The NATION shall transfer the withheld amount to the Office of the Navajo Tax Commission as payment of the Navajo Nation Sales Tax and/or local sales tax on behalf of the CONSULTANT. The CONSULTANT will then indicate on the quarterly tax return or returns

required for the Navajo Nation Sales Tax and/or local sales tax that this amount has been previously withheld and paid to the Office of the Navajo Tax Commission. It is hereby acknowledged that the NATION withholding amounts pursuant to this section in no way removes responsibility from the CONSULTANT as a taxpayer for timely filing of tax returns and timely payment of any other amounts, which may be owed for taxes.

The CONSULTANT is subject to the Tuba City Chapter Sales Tax on gross receipts for all work performed within the Tuba City Chapter pursuant to the To’Nanees’ Dizi Local Government Tax Code, as may be amended from time to time, and shall pay the sales tax directly to the Tuba City Chapter. The CONSULTANT is subject to the Kayenta Township Sales Tax on gross receipts for all work performed within the Kayenta Township pursuant to the Kayenta Township Tax Ordinances, as may be amended from time to time, and shall pay the sales tax directly to the Kayenta Township. The NATION shall not withhold this portion of the tax that is directly payable to Tuba City Chapter or Kayenta Township.

The CONSULTANT is solely responsible for the payment of all applicable taxes.

- 20. **Consultant Debarment; Suspension.** If the CONSULTANT in its present form or any other identifiable capacity as an individual, business corporation, partnership or other entity is deemed ineligible, debarred, or suspended pursuant to the Navajo Business and Procurement Act, 12 N.N.C. § 1501 *et seq.* or the Navajo Nation Procurement Act, 12 N.N.C. § 301 *et seq.*, the CONSULTANT is not legally able to enter into this Contract, and this Contract shall be null and void unless the factors that warranted the ineligibility, debarment or suspension have been sufficiently addressed as provided by applicable Navajo Nation laws.
- 21. **Insurance Coverage.** The CONSULTANT shall obtain and 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 coverage shall name the NATION as an additional insured as specified by the RMP, and the CONSULTANT shall notify the contracting program and the RMP, c/o The Navajo Nation, P.O. Box 1690, Window Rock, Arizona 86515, within five (5) days of any change in the insurance policy. Proof of such insurance is attached as **Exhibit C – Certificate of Insurance**. The failure to fully comply with this provision shall render this Contract null and void.
- 22. **Conflicting and Additional Terms.** Any additional terms and conditions of the CONSULTANT are attached hereto and incorporated into this Contract, provided however that in the event of any conflict between the terms and conditions of this Contract and any of the CONSULTANT’S additional terms and conditions, the terms and conditions of this Contract shall control and govern. Any additional terms and conditions not attached to this Contract shall have no force or effect.

**SIGNATURES OF THE CONTRACT**

**For the Consultant:**

**For the Navajo Nation:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Branch Chief

The Navajo Nation

Post Office Box 9000

Window Rock, Arizona 86515

Date

**SERVICES CONTRACT**

**ATTACHMENT B – Scope of Work (include timeframe)**

FIRM NAME

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ADDRESS

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TELEPHONE NO.

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**SERVICES CONTRACT**

**EXHIBIT A – Accounting Codes and Budget**

FIRM NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE NO. \_\_\_\_\_

**ACCOUNTING CODES**

<u>Account Number</u>	<u>Account Name</u>	<u>Item Totals</u>
_____ - _____	_____	\$ _____
_____ - _____	_____	\$ _____
_____ - _____	_____	\$ _____
TOTAL CONSULTANT FEES AND EXPENSES:		\$ _____

**ATTACH A DETAILED BUDGET TO THIS EXHIBIT**

*The detailed budget total must match the totals above and the totals on Page 1 of the Contract.*

Consider using the SAMPLE FORMULAS below:

\_\_\_\_\_ – *Cost Estimate – Fees*

\$ \_\_\_\_\_ per day or per hour x \_\_\_\_\_ work days or work hours outside the Navajo Nation: \$ \_\_\_\_\_

\$ \_\_\_\_\_ per day or per hour x \_\_\_\_\_ work days or work hours within the Navajo Nation: \$ \_\_\_\_\_

\_\_\_\_\_ Percent Navajo Nation tax on fees for work within the Navajo Nation: \$ \_\_\_\_\_

Total Fees: \$ \_\_\_\_\_

\_\_\_\_\_ – *Cost Estimate – Fees*

Travel (\_\_\_\_\_ miles x \$ \_\_\_\_\_ per mile): \$ \_\_\_\_\_

Meals (\_\_\_\_\_ meals x \$ \_\_\_\_\_ per meal): \$ \_\_\_\_\_

Lodging (\$ \_\_\_\_\_ per night x \_\_\_\_\_ required overnight stays): \$ \_\_\_\_\_

Airfare (\$ \_\_\_\_\_ per trip x \_\_\_\_\_ trips): \$ \_\_\_\_\_

Materials, supplies, and goods (list each item and associated cost): \$ \_\_\_\_\_

Total Expenses: \$ \_\_\_\_\_

**EXHIBIT E**

**SCORE CARD**

Evaluator:	
Bidder:	

Bidder Proposal: Evaluation Process					
(0-1) Low    (2-3) Med    (4-5) High					
Category	Criteria	Score (0-5)	Weight	Weighted Score	Comments
24 x 7 x 365	1. Proposal demonstrates support, monitoring and availability for managed IT service relating to help desk support, server & network monitoring, security systems monitoring, including on-site, network support,	5	25	125	
Functional tasks	1. Proposal demonstrates patch management services, preventative maintenance, security threats of hardware and software, emergency response for break fixes 2. Demonstrates hardware delivery and setup and move, add and change orders. 3. Demonstrates software standardization, licensing and upgrades. 4. Demonstrates lifecycle management of hardware.	5	25	125	
Mobile	1. Mobile device support for mobile phones and tablets. 2. Demonstrates response to mobile data terminals in police vehicles. 2. Mobile device management strategy and system recommendation(s).	5	15	75	
Diagraming and Inventory	1. Create and maintain NPD network topology 2. Create and maintain network diagram 3. Create and maintain warranty and asset inventory 4. Create and maintain software licensing control	5	25	125	
Procurement	1. Proposal demonstrates procurement management	5	10	50	

Proposal Evaluation Form  
Scorecard Managed IT Service Provider

Exhibit E

RFP:

Reporting	1. Proposal demonstrates reporting to NPD of performance, inventories, maintenance, warranties, refresh schedules, etc.	5	20	100	
Onboarding and Offboarding	1. Proposal demonstrates process to onboard and offboard staff in a timely and efficient manner.	5	10	50	
Training	1. Security Awareness Training to avoid security incidents.	5	10	50	
Vulnerability Testing	1. Proposal offers internal and external vulnerability test to determine flaws and threats of NPD's network.	5	10	50	
Dedicated RMS/CAD Application Expert	1. Proposal demonstrates a SME for the chosen RMS/CAD application who shall manage and maintain the RMS/CAD, shall train NPD staff, shall use the RMS for data reports, compile reports from the RMS, shall implement quality assurance of data entered and shall maintain data within the RMS/CAD.	5	25	125	
Relationships	1. Demonstrates relationship with NPD IT Program. 2. Demonstrates relationship with NN DIT Program. 3. Demonstrates relationship with telecoms who provide trunking to NPD.	5	30	150	
Demographics of NPD	1. Proposal demonstrates timely response to the 12 sites and areas identified by the RFP in applying the scope of work. 2. Proposal demonstrates an effective management of the technical environment of the NPD IT system in applying the scope of work.	5	30	150	