



**REQUEST FOR PROPOSAL**  
**for**  
**Navajo Nation Tribal Consortium**  
**New Mexico Locations Only**  
**Head Start & Chapter Houses/Libraries**

<b>Timeline</b>	<b>Date</b>
Issue RFP	January 10, 2020
<b>Submission of Proposal Deadline</b>	<b>March 3, 2020</b>
Contract Award	March 18, 2020
<b>File 471 Deadline</b>	<b>March 25, 2020</b>

**RFP#20-01-2232LE**

## Scope of Services

The Navajo Nation Tribal Consortium is requesting proposals for high speed data circuits and Internet Access to the chapter houses/libraries and Head Start facilities listed in this RFP provided over third-party networks for delivery of wide area network (WAN) services to the eligible entities. Services over third-party networks includes consideration for comparable leased lit fiber, leased dark fiber, IRU and any other type of technology neutral, point-to-point broadband service delivered over a service provider other third-party owned network. The current Internet services are provided by various providers under different speeds but enhanced services are now required to support rapidly growing bandwidth needs and to meet the Navajo Nation and State Education Technology Directors Association standard recognized in the FCC Second E-rate Modernization order as the benchmark standard for bandwidth for school districts and to meet the American Library Association's recommendation that all libraries that serve fewer than 50,000 people have broadband speeds of at least 100 Mbps. See the list below of sites who are participating in this bid:

### Chapter Houses/Libraries

	Latitude	Longitude
Alamo	34.41694	-107.49944
Baca-Prewitt	35.36234	-108.05793
Becenti	35.81522	-108.16663
Breadsprings/Baahaali	35.39513	-108.65041
Casamero Lake	35.5056	-108.03309
Chichiltah	35.29195	-108.90695
Church Rock	35.53307	-108.5981
Counselor	36.21457	-107.46605
Crownpoint	35.68447	-108.14602
Huerfano	36.4759	-107.99913
Iyanbito	35.51674	-108.48331
Lake Valley	36.0474	-108.14614
Littlewater	35.65349	-108.02865
Manuelito	35.44396	-108.97386
Mariano Lake	35.57742	-108.32444
Nageezi	36.26116	-107.74216
Nahodishgish	35.72708	-108.28289
Ojo Encino	35.95395	-107.34834
Pinedale	35.61056	-108.44933
Pueblo Pintado	35.9641	-107.64729

Ramah	34.9969	-108.4122
Red Rock/Tse' Lichii'	35.45559	-108.75815
Smith Lake	35.53651	-108.13576
Standing Rock- Tse'li'Ahi'	35.80499	-108.36221
Thoreau	35.41082	-108.20411
To' Hajjilee	35.07083	-107.11303
Torreon/Star Lake	35.77594	-107.25453
Whitehorse Lake	35.81293	-107.76249
Whiterock	36.09252	-108.27368
Rock Springs	35.60807	-108.82871
Tsayatoh	35.52255	-108.92669
Cornfields	35.65179	-109.68053
Coyote Canyon	35.79229	-108.54392
Crystal	36.00384	-109.01725
Naschitti	36.06419	-108.68581
Twin Lakes/Bahastl' ah'	35.70876	-108.77651
Burnham/T'iis Toh		
Sikaad	36.36508	-108.498
Gadii ahi/To' Koi	36.85131	-108.78083
Hogback/Tse Da Kaan	36.77578	-108.60872
Nenahnezad	36.74556	-108.41123
Newcomb/Tiis		
Nideeshgish	36.28281	-108.70866
Red Mesa	37.06483	-109.36389
San Juan	36.73992	-108.53174
Sanostee/Tsealnozt'ii	36.42742	-108.87331
Sheep		
Springs/Toohaltsooi	36.14212	-108.71082
Shiprock	36.78572	-108.67922
Sweetwater/Tolikan	36.85241	-109.42552
Teecnospos	36.91111	-109.10541
Toadlena/TwoGreyHills	36.23858	-108.80485
Upper Fruitland	36.71441	-108.34544

## Head Start Facilities

### **Nageezi**

50 Ft. S of Chapter House

### **Nenahnezad**

Behind Chapter House

### **Newcomb**

50 Ft. N of Chapter House

[Map](#)

### **Red Mesa**

50 Ft. E of Chapter House

[Map](#)

### **Red Valley**

Located on AZ-NM stateline

[Map](#)

### **San Juan**

Located in the new San Juan Chapter House Bldg.

[Map](#)

### **Sanostee**

NNW of Chapter House

[Map](#)

### **Shiprock I/II**

Directly N of Chapter House

[Map](#)

### **Two Grey Hills**

5 Mi. N. of Chapter House

[Map](#)

### **Upper Fruitland**

100 Ft. S. of Hwy 36. Mile Marker 28.

[Map](#)

### **Baahaali**

25 Ft. NNE of Chapter House

[Map](#)

### **Chichiltah**

400 Ft. NE of Chichiltah BIE School

[Map](#)

### **Church Rock**

59 Telstar Rd. 50 Yds SE of Chapter House

[Map](#)

### **Crownpoint I/II**

100 Ft. W of Chapter House

[Map](#)

### **Little Water**

75 Feet SW of the Chapter House.

[Map](#)

### **Nahodishgish (Dalton Pass)**

150 Ft. NW of the Chapter House.

[Map](#)

### **Pinedale I/II**

5178 Pinedale Loop. 50 Ft. W of Chapter House

### **Pueblo Pintado**

N. of Chapter House

[Map](#)

Red Rock I/II  
25 Ft. E of Chapter House.  
[Map](#)

Thoreau  
20 Yds. from Chapter House  
[Map](#)

Tohatchi II  
75 Ft. NNW of Chapter House  
[Map](#)

Twin Lakes  
50 Ft. E of Chapter House  
[Map](#)

Tsayatoh  
75 Ft. NNW of Chapter House  
[Map](#)

[Map](#)

Smith Lake  
1/4 Mi. W of Smith Lake School  
[Map](#)

Tohatchi I  
1/2 mi. W. of Chevron Gas Station  
[Map](#)

Torreón I  
100 Ft. SW of Chapter House  
[Map](#)

Crystal  
Within new Crystal Chapter House,  
southside.  
[Map](#)

RFP response will include any/all costs associated with switching services from our present supplier(s). Bidder's presentation of a bid response is as acknowledgement of this requirement.

The new service is being planned to begin on July 1, 2020. If the Service Provider cannot install the service by July 1, 2020, they MUST provide a construction schedule and timeline with their bid.

The Navajo Nation Tribal Consortium is seeking multiple options for bids. Respondents may bid one, all, or any number of options. **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 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 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 if 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. All respondents must be capable of providing telecommunication services under the Universal Service Support Mechanism, be a registered vendor with USAC, and have a USAC issued 498 ID (formerly Service Provider Identification Number-SPIN).

1. The first option is a fully managed, leased lit fiber solution. One-time special construction should be bid separately from the monthly recurring cost for the fully managed leased service.
2. The second option is a leased dark fiber solution that includes special construction, the monthly lease fee, and maintenance. One-time special construction costs should be bid separately from the monthly lease fee. Maintenance fees can be included in the monthly lease fee.
3. The third option is a leased dark fiber (IRU) solution that includes special construction, the IRU fee, and fiber maintenance. One-time special construction costs should be bid separately from the IRU fee. Monthly maintenance fees should be bid separately from the IRU fee.
4. The fourth option is for services delivered over third-party networks. This service option is to represent any technology neutral third-party transport mediums including both fiber and non-fiber options. The service is a fully managed service, with the service provider supplying the equipment, provisioning the bandwidth and providing technical support/management of the service. One-time special construction should be bid separately from the monthly recurring cost for the fully managed leased service. While the bandwidth and service requirements are the same as leased lit fiber, this request is technology neutral and can include non-fiber solutions.
5. The fifth option is for self-provisioned (applicant owned) fiber to the designated locations and includes all eligible special construction charges. Maintenance should be bid separately from the special construction charges for the self-provisioned fiber.
6. For any leased dark fiber, leased dark fiber (IRU), and self-provisioned solutions, we also require necessary network equipment, installation, and operations support to place fiber into service. Equipment should be bid separately from any fiber services.

The network design for the Navajo Nation Tribal Consortium seeks to connect at the Albuquerque GigaPop (ABQG), located at 505 Marquette, Albuquerque, NM which is the schools and libraries network hub - the equivalent to a public school district's wide area network topology. This private network is the wide area

network for the tribal schools and libraries in New Mexico. Without connecting to the tribally-owned equipment that is physically located in the ABQG suite, the wide area network would not be able to deliver network services. ABQG, which is operated by University of New Mexico connects the tribal schools and libraries to New Mexico higher education institutions for dual enrollment, distance learning, and a connection to the Internet2 national educational research network. Furthermore, this aggregation point is located in 505 Marquette, which is the Southwest meet me point for both local and national Internet Service Providers. In fact, 505 Marquette is a vendor neutral carrier hotel which allows applicants to select the most cost effective solution when the current contract for ISP service is up for renewal. If Service Providers want to provide an alternate internet access service at more competitive pricing that provides equal to or better services, they may do so but they will need to provide detailed information in their bid response.

The Navajo Nation Tribal Consortium will consider traditional network designs (such as hub and spoke) or alternative proposals that, in accordance with E-rate guidance, maximize cost effectiveness. Respondents should clearly illustrate proposed network design and construction routes. While there is a preference for a 100% based fiber optic design the Navajo Nation Tribal Consortium is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution while recognizing the cited termination locations.

In E-rate terminology, **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)**. Applicants may seek funding for special construction charges in connection with leased lit fiber, leased dark fiber, and self-provisioning. Special construction charges eligible for Category One support consist of three components:

1. construction of network facilities
2. design and engineering
3. 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. To the extent that the winning service provider installs additional strands of fiber for future business

ventures, the winning service provider assumes full responsibility to ensure those incremental costs are allocated out of the special construction charges to the school, library, or consortium in accordance with FCC rules and orders. If, after the issuance of the FCDL, USAC or the FCC determines that the winning service provider did not cost allocate those charges associated with the additional strands, the Navajo Nation Tribal Consortium will not be responsible for reimbursing the winning vendor and the winning vendor 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 Tribal Consortium will determine which, if any, of the proposed solutions or some combination of solutions is acceptable. The specifications related to each solution option are as follows.

#### **Leased Lit Fiber or Services Provided Over Third-Party Networks**

The Navajo Nation Tribal Consortium must have dedicated, symmetrical transport bandwidth of 200 Mbps initially with Service Level Agreement (SLA) guarantees between the designated endpoints. The solution must be scalable to 10 Gbps. Price quotes are requested for 12 month and 36 month terms of service. Each respondent is required to complete the leased lit fiber / Services Provided Over Third-Party Networks pricing matrix located in Appendix A of this RFP. If special construction is necessary, respondents are **required** to separate out pricing in Appendix B: Special Construction Pricing for each site. *Right-of-way costs to trespass tribal land must be included, if necessary.* No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix. If an increase in bandwidth is requested during the contract period the contract does not renew. As bandwidth needs are steadily rising, respondents are free to bid higher tiers of bandwidth than what is requested to demonstrate their future scalability.

#### **Leased Dark Fiber Solutions**

Leased dark fiber solutions should be for a lease of up to four (4) strands (2 pair)] of single-mode fiber from the hub to each eligible entity location for 36 month, 60 month, or 120 months of service depending on cost effectiveness. Each respondent is required to complete the leased dark fiber pricing matrix located in Appendix A of this RFP. If special construction is necessary, respondents are required to separate out pricing in Appendix B: Special Construction Pricing.

#### **Leased Dark Fiber (IRU) Solutions**

Indefeasible right to use (IRU) solutions should be a 20-year price for up to four (4) strands (2 pair) of single-mode fiber between the specified hub and each eligible entity location. The Navajo Nation Tribal Consortium is interested in IRU-type



pricing with a one-time capital cost payment for the IRU combined with “all-in” recurring payments for maintenance costs for the entire length of the IRU. Each respondent is required to complete the Leased Dark Fiber (IRU) pricing matrix located in Appendix A of this RFP. If special construction is necessary, respondents are **required** to separate out pricing in Appendix B for each site: Special Construction Pricing and the Navajo Nation Tribal Consortium expects significant reductions from prevailing market rates for the IRU fee and annual maintenance charges.

### **Self-Provisioned Fiber Construction**

As an alternative, the Navajo Nation Tribal Consortium requests that respondents propose design and pricing for a self-provisioned build of new fiber between the specified hub and each eligible entity location. We are requesting that up to twelve (12) strands (6 pair] be built to each eligible entity location and we intend to light up to two (2) strands (1 pair) to each site in the first year. Cost effectiveness will be evaluated between purchasing a custom cable size vs. standard cable sizes. In accordance with USAC rules, the cost of any strands not lit during the funding year must be allocated out as ineligible charges. The Navajo Nation Tribal Consortium desires a fully “turn-key” project so respondents should provide explanation for the Navajo Nation Tribal Consortium’s involvement in the process including ownership and sourcing of permits, etc. When submitting a self-provisioned proposal, the respondent is required to complete the pricing matrix located in Appendix B of this RFP for each site. The solution should include all costs related to the deployment of the proposed circuit.

#### *Self-Provisioned Fiber Construction Specifications & Project Management:*

- The Navajo Nation Tribal Consortium specifications for a newly constructed fiber infrastructure are contained in Appendix D: OSP Installation Specifications.
- Selected respondent and its subcontractors will provide all project management to accomplish the installation of all project work as outlined in Appendix D.
- Project management should include all necessary paperwork and permits including but not limited to rights of way, easements, and pole attachments.
- The respondent will provide engineer(s), certified on selected fiber system specifications and procedures to manage all phases of project as outlined in this proposal. This includes ordering and managing the bill of materials as outlined in Appendix D, directing and managing cable placement and restoration, directing and managing splicing crews and providing detailed documentation at the end of the project.
- Selected respondent and its subcontractors will develop a project management plan, which will include a milestone chart. The milestone chart will outline any critical path events and then track these with the appropriate

agency/organization whether; selected respondent, subcontractor or the Navajo Nation Tribal Consortium and a construction timeline for each site.

### **Maintenance for Leased Dark Fiber, IRU or Self-Provisioned Fiber Projects**

The Navajo Nation Tribal Consortium requires on-going maintenance of the fiber on all leased dark fiber, leased dark fiber (IRU), or self-provisioned fiber solutions. Respondent may offer maintenance services either themselves or through 3<sup>rd</sup> party subcontractors. If respondent intends to use 3<sup>rd</sup> party subcontractors to deliver a part or all of the service, this should be clearly indicated in the response. Maintenance responses are required as follows:

#### *Leased Dark Fiber & IRU Maintenance*

All dark fiber responses (lease and IRU) require maintenance as part of the response, even if maintenance is subcontracted out to a third party. In the case of the 3<sup>rd</sup> party maintenance, the respondent must hold and manage the subcontract and is ultimately responsible for the SLA. It is assumed that the dark fiber network is part of a more comprehensive fiber infrastructure of the service provider. The respondent will include only the portion of maintenance that is required to support the Navajo Nation Tribal Consortium fiber segments versus overall network maintenance. If the fiber serves multiple customers, the cost of maintenance should be shared among all the recipients.

- For leased dark fiber, it is assumed that maintenance costs are included in the monthly lease fee.
- For a leased dark fiber (IRU):
  - The fiber owner (not the Navajo Nation Tribal Consortium) must claim responsibility for repairs in the event of a catastrophic cut or relocate.
  - Describe the process for relocates including assumption of costs.
  - If maintenance cannot be quoted for entire time span of the IRU, please include alternate time span quote as well as explanation for the shorter time span.

#### *Self-Provisioned Fiber Maintenance*

Self-provisioned fiber construction responses are not required to include a maintenance response. Maintenance on self-provisioned fiber may be bid as a stand-alone service by anyone, even if they are not bidding on any fiber service. Please note that respondents submitting a self-provisioned fiber proposal may also bid on maintenance services provided they bid it separately and do not bundle maintenance costs with their fiber proposal. Price quotes are requested for 36 month and 60 month terms of service. Respondents are required to fill out the Self-Provisioned Fiber Maintenance pricing matrix located in Appendix A of this RFP. Responses for maintenance on self-provisioned fiber must include scheduled routine maintenance as a monthly or annual cost as well as unscheduled break/fix maintenance as an annual time and material cost estimate.

Explanation of how the annual scheduled and unscheduled maintenance was estimated should be included.

#### *Maintenance Terms and Conditions*

Respondent shall maintain the applicable fiber seven days per week, twenty-four hours per day. Upon notification from the head start facility, chapter house/library, or consortium of a malfunction relating to the applicable fiber, respondent shall respond to such malfunction within two (2) hours and thereafter proceed to correct the malfunction with reasonable diligence. When pricing maintenance, the respondent should include an overview of maintenance practices including:

- Routine maintenance and inspection
- Scheduled maintenance windows and scheduling practices for planned outages
- Marker and handhole inspection and repair
- Handling of unscheduled outages and customer problem reports
- What service level agreement is included and what alternative service levels may be available at additional cost
- What agreements are in place with applicable utilities and utility contractors for emergency restoration
- Repair of fiber breaks
- Mean time to repair
- Replacement of damaged fiber
- Post repair testing
- Replacement of fiber that no longer meets specifications
- Policies for customer notification regarding maintenance
- Process for changing procedures, including customer notification practices
- Process for moves, adds, and changes
- Process for responding to locate requests

#### **Network Equipment for Leased Dark Fiber, IRU, or Self-Provisioned Fiber Projects**

The Navajo Nation Tribal Consortium is also seeking bids for necessary network equipment to place circuits into service at 10Gbps once leased dark fiber, leased dark fiber (IRU), or self-provisioned fiber is available. Network equipment should be capable of support optical transport over significant distance. Pricing information, as well as manufacturer and model, should be included in Equipment pricing matrix of Appendix A. Network equipment for leased dark fiber, leased dark fiber (IRU) and self-provisioned fiber may be bid as a stand-alone service by anyone, even if they are not bidding on any fiber service. Please note that respondents submitting a fiber proposal may also bid on equipment provided they bid them separately and do not bundle equipment costs with their fiber proposal.

**CONTACT INFORMATION.** Each Party shall provide the other Party with the names and telephone numbers of at least three (3) agents or representatives, in the order that the other Party shall attempt to contact them to perform Unscheduled Maintenance and to report and seek initial redress of exceptions noted in the performance in meeting maintenance requirements, attached as Exhibit B, and such list of contact persons may be updated from time to time by the applicable Party. A Party shall notify the applicable representatives or agents listed on Exhibit B as soon as reasonably possible following discovery of an Unscheduled Maintenance duty hereunder.

**WARRANTY OF SERVICES.** (maintenance vendor) warrants that: (i) it is in the business of providing the Maintenance Services described herein, and is able to perform the work in accordance with industry standards and will perform the agreed assignments within such times and in the form agreed to herein; (ii) its representatives (including without limitation employees, contractors, or subcontractors) who access the Applicant Fiber, Cable, Access Points, or other property, shall be qualified to perform all work in accordance with applicable requirements of local, state and federal occupational safety and health laws and prevailing industry standards; and (iii) Maintenance Services performed by a (maintenance vendor) or its agents, employees or contractors shall be performed in a good and workmanlike manner, using good engineering practices, in accordance with applicable Law and shall be performed so as to maintain the Applicant Fiber, Cable, Access Points, and splicing related thereto in accordance with the Fiber Specifications set forth in the Dark Fiber IRU Agreement or to a higher standard. (maintenance vendor) shall have the sole power to arrange and shall arrange in its reasonable discretion for testing, inspection, maintenance, and repair of the Applicant Fiber, Cable and Access Points and splicing related thereto in accordance with industry standards, the Fiber Specifications, applicable Law, and this Agreement. Except as provided in and in accordance with Section (X), neither Applicant nor its agents shall rearrange, move, disconnect, remove, maintain, repair, or attempt to rearrange, move, disconnect, remove, maintain, or repair the Applicant Fiber, Cable, or Access Points except with the prior written consent of (maintenance vendor).

**FAILURE TO PROVIDE MAINTENANCE SERVICES.** If at any time during the term of an IRU applicable to the Applicant Fiber, the Parties fail to renew this Agreement, or (maintenance vendor) fails to provide Maintenance Services to Applicant as required hereunder, Applicant shall have a right of access to the Applicant Fiber, Cable and Access Points, itself or by its qualified contractors, for the purpose of performing such services on its own behalf. In such instances, Applicant's right of access under this Section 7 is conditioned upon it giving written

notice of its intention to access the Applicant Fiber no less than ten (10) days prior to such event, except in cases of emergency, in which case the written notice shall be required to be given in the maximum amount of time that is reasonable under the circumstances. If (maintenance vendor) fails to provide Maintenance Services during a Maintenance Term or Renewal Term for which Applicant has paid the Annual Maintenance Charge, upon invoice by Applicant, (maintenance vendor) shall promptly reimburse Applicant for its costs of performing Scheduled Maintenance, and to the extent this Agreement is terminated, shall reimburse such portion of the Annual Maintenance Charge as provided in Section (X).

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

- 1) Who is not licensed in accordance with the law.
- 2) Who does not hold a license qualifying them to perform work under this contract in the state of New Mexico.
- 2) Who does not hold a valid Service Provider Identification Number (SPIN) and is in good standing with the FCC/USAC.
- 3) Who has not successfully performed on projects of similar character and scope to the proposed work.

**Service “Growth Clause”** – Growth Services may or may not be requested by the Owner during the contract term. The bidder shall include a “growth clause” with maximum charges per month in their contract. 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 of 100Mbps, 200Mbps, 500Mbps and 1Gig.

### **Procurement Point-of-Contact**

The Navajo Nation Tribal Consortium 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:

**ISSUING OFFICE:** This Request for Proposal (RFP) is issued by the Navajo Nation Telecommunication & Utilities (NNTU), Division of General Services, Navajo Nation, P.O. Box 2928, Window Rock, Arizona. The contact person for this RFP is Ms. Pearl Lee, Program Manager I, NNTU.

If Service Providers have any questions or inquiries regarding this RFP, those inquiries shall be directed to the Procurement Point of Contact via email at Pearl A. Lee @ [pearllee@navajo-nsn.gov](mailto:pearllee@navajo-nsn.gov). The deadline for all questions regarding this RFP will be on **January 31, 2020 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 [www.infinitycomm.com/projects](http://www.infinitycomm.com/projects) & <https://portal.usac.org/suite/>. If Service Providers choose to download the bid documents via the [www.infinitycomm.com/projects](http://www.infinitycomm.com/projects) website, if addendums are released, they will automatically be emailed out to all bidders.

Site Conditions: It will be the responsibility of the bidder to become 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 based on a lack of knowledge of existing conditions. The submission of a bid from the bidder is an acknowledgement to this stipulation.

### Sequence of Events

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

<b>Timeline</b>	<b>Responsible Party</b>	<b>Date</b>
Issue RFP	Navajo Nation Tribal Consortium	January 10,2020
<b>Submission of Proposal Deadline</b>	<b>Respondents</b>	<b>March 3,2020</b>
Contract Award	Navajo Nation Tribal Consortium & Schools	March 18, 2020
<b>File 471 Deadline</b>	Navajo Nation Tribal Consortium & Schools	<b>March 25, 2020</b>

### 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 Tribal Consortium on January 10, 2020.
- 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 STANDARD TIME (MST)

ON **March 3, 2020**. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Point-of-Contact at the address listed. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Navajo Nation Tribal Consortium. Proposals submitted by facsimile, or other electronic means will not be accepted. 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 Tribal Consortium, or designee signature on the contract(s) resulting from the procurement has been obtained.

3. **Contract Awards:** After review of the Evaluation Committee and the signed contractual agreement(s), the Point-of-Contact will award 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 Tribal Consortium taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points.

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 25, 2020 deadline for the of E-Rate filing window.

## **General Conditions**

### **1. Demarcation:**

All solutions whether leased lit fiber, leased dark fiber, leased dark fiber (IRU), or self-provisioned fiber construction must terminate service or infrastructure in the demarcation point at each address specified in this RFP. Solutions bringing service to the property line but not to the demarcation point are not acceptable. 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. WAN:**

Network designs must provide point-to-point connections between all entities in this RFP and at the pueblo education network point of interconnection in the UNM Suite at 505 Marquette, Albuquerque, NM.

## **4. Leased lit fiber and services provided over third-party networks proposals only:**

- 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

## **5. 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, one for each 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 refuse to supply this detailed information will be deemed non-responsive and their bids will be rejected.

**6. Acceptance of Conditions Governing the Procurement:**

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

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

**8. 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 Tribal Consortium, which may derive from this RFP. The Navajo Nation Tribal Consortium entering into a contractual agreement with a vendor will make payments to only the prime contractor.

**9. Subcontractors:**

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the Navajo Nation Tribal Consortium awarding any resultant contract, before any subcontractor is used during the term of this agreement.

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

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

**12.Required Notice to Proceed and Funding Availability**

The Navajo Nation Tribal Consortium 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 Tribal Consortium's issuance of a written Notice to Proceed. E-rate funding notification alone will not signify Notice to Proceed. The Navajo Nation Tribal Consortium 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 Tribal Consortium will have the right to allow the contract to expire without implementation if this specific funding does not come available.

**13. 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 provided that 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.

**14. Ownership of Proposals:**

All documents submitted in response to the RFP shall become property of the Navajo Nation Tribal Consortium.

**15. 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)

**16. 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.

**17. Copeland Act:**

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

**18. Buy American Act:**

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

**19. Safety Requirements:**

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

**20. 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 Tribal Consortium.

**21. Tribal Preference**

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 or tribal member.

**22. STANDARD CONTRACT:** The Navajo Nation reserves the right to incorporate standard contract provisions into any contract negotiations as a result of a proposal submitted in response to this RFP. The Navajo Nation is a sovereign government and all contracts entered into as a result for the RFP shall comply with Navajo Nation law, rules and regulations, including the Navajo Preference in Employment Act, the Navajo Nation Business Opportunity Act, 5 N.N.C. § 201 et. Seq., Navajo Nation Procurement Act, 12 N.N.C. § 301, Navajo Nation Business and Procurement Act, at 12 N. N. C. § 1501 et Seq. and applicable federal law, rules and regulations. This procurement and any RFP with respondents that may result shall be governed by the laws of the Navajo Nation and applicable Federal law. Nothing herein shall be construed as a waiver of the Navajo Nation's Sovereign Immunity.

**23. STANDARD CONTRACT:** The Navajo Nation reserves the right to incorporate standard contract provision into any contract negotiations as a result of a proposal submitted in response to the RFP. The link to the Navajo Nation standard contract for professional services is at: [http://www.nndoj.org/uploads/FileLinks/822234ddb4c44389f99bfda068ff700/2019.06.20\\_PSC\\_.pdf](http://www.nndoj.org/uploads/FileLinks/822234ddb4c44389f99bfda068ff700/2019.06.20_PSC_.pdf).

**24. TAX:**

All appropriate taxes should be included in cost of services including the Navajo Sales Tax. All work performed within the territorial jurisdiction of the Navajo Nation is subject to the Navajo Sales Tax of 6% (24 N.N.C. Section 601 et. seq.).

## **Response Format and Organization**

### **A. Preparation**

**Hard Copy/Electronic Responses:** Respondent's proposal must be clearly labeled and numbered and indexed as outlined in the response format and organization. Proposals must be submitted as outlined below. Envelopes, packages or boxes containing the original must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Respondents should deliver: One (1) ORIGINAL HARD COPY, and one (1) electronic copy (USB Jump Drive). The electronic copy cannot be emailed. The electronic version/copy of the proposal must mirror the physical binders submitted. The electronic version cannot be emailed. The original, hard copy and electronic copy information must be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

### **B. Proposal Format**

All proposals must be typewritten or printed sheet faces of text and/or graphic material on standard 8 1/2" x 11" paper (larger paper, 11" x 17", is permissible for charts, spreadsheets, etc.) and placed in a three ring binder with labels identifying each section. The Table of Contents should reflect the Proposal Outline below.

#### *Non-Conforming Proposal*

Any proposal deemed non-conforming by the Point-of-Contact in regard to format will be considered non-responsive. Respondents shall contact the Point-of-Contact to clarify any questions concerning format prior to submission.

#### *Amendments:*

Changes to this Request for Proposals shall be issued only by the Point-of-Contact in writing.

### **C. 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. Network Map
    - d. Timeline and construction schedule for each site.
  - 10) **Cost Response** – Mandatory use of provided tables (Appendix A and Appendix B, if applicable)

## RFP Scoring Rubrics

### Leased Lit Fiber, Leased Dark Fiber, Leased Dark Fiber (IRU), Services Provided Over Third-Party Networks, Self-Provisioned

Points	Criteria
35	E-rate eligible recurring and one-time costs <sup>1</sup>
30	Preference for a scalable solution from 100Mbps to 10Gig using the same medium
25	Signed good faith negotiation letter from tribal government(s) <sup>2</sup>
5	Use of symmetrical scalable technology <sup>4</sup>
5	Value-added offerings <sup>6</sup>
100	Total Points
Points	Criteria
35	E-rate eligible recurring and one-time circuit costs <sup>1</sup>
30	Signed good faith negotiation letter from tribal government(s) <sup>2</sup>
25	Ability to offer turn-key solution (limited effort on behalf of library) <sup>3</sup>
10	Terms, conditions, and insurance <sup>5</sup>
100	Total Points
5	Extra Points for Native American Owned Business <sup>7</sup>

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

#### Network Equipment

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

## Notes:

1: **E-rate eligible circuit and internet access 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. 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 Tribal Consortium before, during, and after installation is minimal. Therefore preference will be given to bidders who either offer all services independently or via 3<sup>rd</sup> 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% broadband consumption increase annually, as the Navajo Nation Tribal Consortium 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 Navajo Nation Tribal Consortium and it's goals to improve academic achievement and post-secondary education pursuits on the Navajo Nation.

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
<b>Total project mileage and costs</b>					

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

## Appendix D: OSP Installation Specifications

### Material Requirements

- Material will comply with those standards as established by UL or NEMA and shall be commercial grade. All materials will be new and free from defects.
- 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 Tribal Consortium.
- Buried conduit shall be shall be single or multiduct. Multiduct 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 Tribal Consortium.
- Any warranties associated with the fiber and any other outside plant materials must revert to the Navajo Nation Tribal Consortium 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 respondent's 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 road 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.
- Respondent 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 Tribal Consortium 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 respondent 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 test 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.
- Respondent 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 Tribal Consortium, 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 Tribal Consortium'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 Tribal Consortium.
- 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 the any permitting agencies, and/or the Navajo Nation Tribal Consortium.
- 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 Tribal Consortium.

#### *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 Tribal Consortium.

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 Tribal Consortium

#### 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 2020 E-rate RFP for the Navajo Nation Tribal Consortium.

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.
<b>Total:</b>		For totals that are negative, 0 will transfer to the RFP scoring sheet.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Entity

\_\_\_\_\_  
Date

**NAVAJO NATION CERTIFICATION  
Regarding Debarment and  
Suspension**

Applicant acknowledges that to the best of his/her knowledge that their company and principal participants on this contract:

1. Are not debarred, suspended, or otherwise slated for debarment, ineligible and/or excluded from participation on Federal, State, and Tribal Government contracts etc.
2. Are not presently nor have been under criminal indictment or civilly charged by a governmental entity (Federal, State, and Tribal Government) for fraud, forgery, falsification, theft, bribery, destruction of records, receiving stolen property and other criminal offenses in the administration of a government contract.
3. Have not been terminated for cause or convenience by a governmental entity in the administration of a government contract (Federal, State, and Tribal Government).
4. If the Navajo Nation determines that the Certificate provided herein is not true, it will be grounds to terminate the contract and pursue other legal remedies.

Applicant's Address

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Name & Signature of Applicant

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Type or Print Name

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Signature Date

# Request for Taxpayer Identification Number and Certification

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

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

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
<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.

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

Social security number									
					-			-	
or									
Employer identification number									
					-				

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<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).

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. 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).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

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

**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, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**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 his or her 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 his or her 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 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 under 4 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.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States 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 no longer are 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.

a. **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: 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 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** 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.

d. **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. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity 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, “Business name/disregarded entity name.” 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, you may enter it on line 2.

### Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	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 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 in 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 possession, 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 possession
- 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
- 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 Income, 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) written or printed 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 possession, 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, write 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 individual taxpayer identification number (ITIN). Enter it in the social security number box. 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). Do not enter the disregarded entity's EIN. 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 1-800-772-1213. 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/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. 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 SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "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, generally you will 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.

**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 <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 Form 1099 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

For this type of account:	Give name and EIN of:
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 under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (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 and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. 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.) Also see *Special rules for partnerships*, earlier.

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

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 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 credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 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 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**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 1-800-366-4484. 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.

Visit [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 possessions for use in administering their laws. The information also may 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, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.