

NAVAJO DIVISION OF TRANSPORTATION

DEPARTMENT OF AIRPORT MANAGEMENT

ADDENDUM NO. 1

Tuba City Airport AWOS III PT Project

IFB No.: 26-08-4273DB

Project: Construction, Procurement, Installation, Testing, and FAA Commissioning Support

Original Bid Due Date: August 26, 2026, at 5:00 PM MST

Date of Addendum: August 25, 2026

NOTICE TO ALL PROSPECTIVE BIDDERS

This Addendum modifies the Invitation for Bids (IFB) for the Tuba City Airport AWOS III PT Project. All prospective bidders shall acknowledge receipt of this Addendum with their bid. Failure to acknowledge receipt of this Addendum may render a bid nonresponsive.

Except as expressly modified by this Addendum, all bid form requirements, bid-security requirements, qualifications, and all other terms and conditions of the IFB remain unchanged.

1. Revised Bid Submission Deadline and Bid Opening

The deadline for receipt of bids is extended as follows:

Item	Revised Date and Time
Bid Submission Deadline	Tuesday, September 1, 2026, at 12:00 PM MST
Public Bid Opening	Tuesday, September 1, 2026, at the earliest practicable time following the bid-submission deadline; currently anticipated at 2:00 PM MST

The Bidder is solely responsible for ensuring that its complete bid package is received in accordance with this Addendum before the Bid Submission Deadline. Late submissions may be rejected.

2. Electronic Bid Submission; Lochner Administration

For this solicitation only, bids shall be submitted electronically to Lochner, the Owner's Engineer, rather than delivered to the original physical submission location stated in the IFB.

Lochner, as the Owner's Engineer, will lead and administer the technical bidding process for this Project. Lochner will maintain the plan holder list; distribute final FAA-reviewed plans, specifications, bid documents, and formal addenda; receive and coordinate technical bidder questions; hold timely received electronic bid packages unopened until the public bid opening; assist with bid opening; prepare the bid tabulation; review bids for technical responsiveness; and provide an award recommendation to Department of Airport Management.

Department of Airport Management retains sole authority for procurement decisions, determinations of responsiveness and responsibility, bid acceptance or rejection, contract award, execution of the Task Order, and issuance of the Notice to Proceed.

3. Electronic Submission Instructions

Bidders shall submit their complete electronic bid package by email to:

Chris Lehr

Lochner, Owner's Engineer

Email: chris.lehr@egis-group.com

Required email subject line:

SEALED BID – Tuba City Airport AWOS III PT – IFB No. 26-08-4273DB – [Bidder Legal Name]

Bidders shall send the email to the address above no later than **Tuesday, September 1, 2026, at 12:00 PM MST**. Bidders should request an email receipt confirmation from Lochner. An automated email delivery notice does not establish that a bid was timely received or complete.

The complete bid package shall be submitted as one searchable PDF file, except that a separate PDF may be used for an electronic bid bond or other document when necessary. All documents must be legible, complete, signed where required, and capable of being opened by Lochner and Department of Airport Management

4. Bid Package Requirements

The electronic bid package must include every document required by the original IFB, including:

- Signed bid form.
- Completed Itemized Bid Schedule / Construction Cost Breakdown.
- Required bid security.
- Acknowledgment of all addenda.

- Required AWOS qualifications, manufacturer authorization, certifications, references, licenses, insurance information, and other required attachments.
- All other forms and documents required by the original IFB.

5. Bid Security

Bid security remains required in the amount and form required by the original IFB.

Option A — Electronic bid security accepted: Bid security may be submitted as an electronic bid bond issued by a surety acceptable to Navajo Nation. The electronic bid bond must be included with the electronic bid package by the Bid Submission Deadline.

Option B — Original bid security required: An original hard-copy bid bond or other required original bid security must be delivered to Navajo Division of Transportation at the original IFB submission location by the Bid Submission Deadline. The Bidder must also include a copy of the bid security in its electronic bid package.

6. Final FAA-Reviewed Drawings and Bid Documents

The final FAA-reviewed construction drawings, specifications, bid schedule, Engineer's Design Report, Construction Safety and Phasing Plan, and related bid documents will be distributed and managed by Lochner through its official plan holder and bidding process.

Interested vendors shall request and obtain the bid document package from Chris Lehr at chris.lehr@egis-group.com.

Required email subject line:

Request for Tuba City Airport AWOS III PT Bid Documents – IFB No. 26-08-4273DB

Each request must include:

- Legal business name.
- Primary contact name and title.
- Email address.
- Telephone number.
- Mailing address.

Lochner will distribute the same final bid package and any formal written addenda to all registered plan holders. Vendors are responsible for registering with Lochner and ensuring they receive all issued documents and addenda before submitting a bid.

7. Controlling Documents

The final FAA-reviewed construction drawings, final specifications, bid schedule, Engineer's Design Report, Construction Safety and Phasing Plan, this Addendum, and any later formal written addenda are the controlling procurement documents.

Bidders shall base their bids only on the final documents issued through Lochner's official plan holder and bidding process and on formal written addenda. Oral statements, draft documents, preliminary exhibits, and informal communications are not binding and shall not be relied upon.

8. Addendum Acknowledgment

Each Bidder shall acknowledge receipt of Addendum No. 1 with its bid. Bidders shall include the following acknowledgment statement, signed by an authorized representative, with the bid submission:

The undersigned acknowledges receipt of Addendum No. 1 for the Tuba City Airport AWOS III PT Project, IFB No. 26-08-4273DB.

Bidder Legal Name	Authorized Representative	Title	Signature	Date

NAVAJO DIVISION OF TRANSPORTATION DEPARTMENT OF AIRPORT MANAGEMENT

INVITATION FOR BIDS (IFB)

Tuba City Airport AWOS III PT — Construction, Procurement, Installation, Testing, and FAA Commissioning Support

FAA-FUNDED DESIGN / NAVAJO NATION SIHASIN CONSTRUCTION FUNDING

Solicitation No.:

Issue Date: August 17, 2026 Project Name: AWOS at Tuba City

1. Notice, Funding, and Procurement Authority

The Navajo Division of Transportation, Department of Airport Management (Owner), intends to solicit sealed bids from qualified contractors for procurement as applicable, construction, installation, testing, and FAA commissioning support for an Automated Weather Observing System (AWOS III PT) at Tuba City Airport. The awarded work will be incorporated into the Owner's standard agreement through Task Order.

This procurement is being conducted as a competitive sealed-bid Invitation for Bids in accordance with applicable Federal Aviation Administration requirements for the Project's FAA-funded design, as well as applicable Navajo Nation procurement laws, regulations, policies, procedures, and approval requirements. Subject to availability of funds, completion and issuance of the final Contract Documents, and all required approvals, the Contract and Task Order shall be awarded in writing to the lowest responsive and responsible bidder.

Construction, procurement, installation, testing, and FAA commissioning support under this Task Order are funded by Navajo Sihasin funds. The Project design is being completed by Lochner using FAA funding. This procurement and the resulting agreement/Task Order shall comply with all applicable Navajo Nation laws, regulations, policies, procedures, directives, contract-review requirements, and the Navajo Nation Procurement Act and Procurement Rules and Regulations, as amended. The successful bidder shall comply with all applicable Navajo Nation tax, licensing, insurance, bonding, business preference, employment preference, records/audit, and contract-approval requirements.

Milestone	Date / Time
Issue date	
	August 17, 2026
Site visit, if requested	
	August 19-21, 2026
Deadline for written questions	
	August 21, 2026
Bid opening	
	After August 26, 2026, 5:00 P.M. MST
Target award and encumbrance	
	Before September 30, 2026
Notice to Proceed	
	TBD

2. FAA Compliance

Because the Project design is FAA-funded, Contractor shall perform all Work in strict accordance with the final FAA-reviewed plans, technical specifications, Engineer's Design Report (EDR), Construction Safety and Phasing Plan (CSPP), applicable FAA Advisory Circulars, and all FAA-required procurement, contract, construction, equipment, civil-rights, labor, recordkeeping, safety, and closeout requirements incorporated into the final Contract Documents.

Navajo Nation Sihasin construction funding does not reduce or eliminate FAA requirements incorporated into the Contract Documents. No material substitution, deviation, or change affecting the FAA-reviewed design may be

implemented without required written approval. Where applicable requirements conflict, the more stringent requirement controls unless the Owner issues approved written direction.

3. Status of Design Documents and Award Basis

The final FAA-reviewed construction plans, specifications, EDR, CSPP, bid schedule, and related Contract Documents are forthcoming from the Owner's Engineer, Lochner. This working draft does not authorize bid solicitation, bid acceptance, award, contract execution, or construction work.

Department of Airport Management will accept sealed bids for the construction, procurement, installation, testing, and FAA commissioning support of the Tuba City Airport AWOS III PT Project after issuance of the final Contract Documents. Bidders shall base bids only on final Contract Documents and formal written addenda. Oral statements, preliminary exhibits, conceptual layouts, and draft documents are not binding and shall not be relied upon.

Subject to availability of funds, completion of all required approvals, and determination that the apparent low bid is fair and reasonable, the Contract and Task Order shall be awarded in writing to the lowest responsive and responsible bidder. The apparent low bidder must demonstrate documented successful experience in installation, testing, FAA commissioning support, and operational turnover of comparable AWOS systems; adequate qualified personnel; manufacturer authorization or support; required licenses; insurance; bonding capacity; financial responsibility; and technical ability to perform the Work in accordance with final Contract Documents.

The Owner will evaluate the bid amount against its internal independent estimate, maximum feasible cost, available funding, and all applicable procurement requirements. The Owner will not disclose its project budget, preliminary estimate, maximum feasible cost, maximum feasible price, or internal funding amount.

4. Scope of Work

The Contractor shall furnish all labor, supervision, materials, equipment, permits, testing, coordination, documentation, temporary facilities, safety measures, and incidental services necessary to complete the Work, except only items expressly identified as Owner-furnished in final Contract Documents. Final Contract Documents control scope, quantities, technical requirements, safety/phasing, testing, and acceptance requirements.

- Procure and furnish the FAA-approved/certified non-Federal AWOS III PT system, including sensors, processor, tower, cabinets, remote-monitoring equipment, software, manuals, warranties, and accessories, unless final Contract Documents expressly identify any item as Owner-furnished.
- Construct required tower, sensor, and equipment foundations; access, fencing/security, and restoration.
- Provide trenching, conduit, duct bank if specified, cable, electrical modifications, grounding, surge protection, communications work, utility protection, and remote-monitoring infrastructure.
- Install, configure, integrate, start up, and functionally test the AWOS, including VHF, telephone/data, remote monitoring, and approved FAA network/data interfaces as specified.
- Comply with the approved CSPP, airport security, staging/work-area requirements, operational-safety requirements, and closure/NOTAM coordination.
- Provide manufacturer startup support, qualified commissioning technician support, FAA inspection/commissioning coordination, test records, correction of Contractor-caused deficiencies, training, warranty transfer, record drawings, and final closeout documentation.

5. Excluded Work

- Professional design, final plans, specifications, EDR, CSPP development, environmental documentation, and FAA design review; these services are being performed by Lochner under a separate FAA-funded design task order.
- Long-term maintenance after final acceptance, except for Contractor warranty obligations and initial training, manuals, and closeout support expressly required by final Contract Documents.
- Recurring telephone, data, or other communications charges after system activation.

6. Responsibilities, Ownership, and Licensing

Item	Contractor Responsibility	Navajo Nation Responsibility
Equipment		
	Procure/furnish unless final documents identify Owner-furnished equipment; provide manufacturer authorization/warranties.	
		Approve identified system; retain ownership after transfer and final acceptance.
Construction/installation		
	Complete civil, electrical, communications, installation, configuration, testing, restoration, and safety requirements.	
		Provide access and timely decisions.
FAA commissioning		
	Provide qualified technician, manufacturer support, test records, correction support, and coordination assistance.	
		Coordinate Owner/Engineer interface with FAA and retain final Owner acceptance authority.
VHF/FCC		
	Prepare technical data; support application; install/configure/test VHF system.	
		Serve as FCC licensee and retain frequency authorization control.
Telecom/data		
	Coordinate installation, activation, configuration, and testing.	
		Hold and pay recurring telephone/data accounts after activation.
Maintenance		
	Perform warranty obligations and initial turnover/training only, unless later amended.	
		Retain ultimate long-term operations and maintenance responsibility.

All AWOS equipment, infrastructure, transferable software licenses, manuals, warranties, configuration records, test records, and work products furnished or installed under this Task Order shall become Department of Airport Management property upon payment, delivery, or installation as applicable, subject to final acceptance. Contractor shall deliver all items free of liens, security interests, licensing restrictions, or other encumbrances that interfere with Department of Airport Management operation, maintenance, repair, replacement, transfer, or selection of a future service provider. Contractor shall transfer all passwords, configuration files, access credentials, warranty registrations, manuals, and manufacturer contacts at turnover.

7. Qualifications, Testing, and Commissioning

- Submit evidence of at least three comparable non-Federal AWOS installations completed within the last five years and at least two installations successfully commissioned/accepted or placed into operational aviation-weather service.
- Submit manufacturer authorization or training; qualifications for project manager, AWOS lead, electrical lead, and specialty subcontractors; and commissioning technician credentials or a binding commitment letter from the entity providing that service.
- Within [15] days after Notice to Proceed, submit a commissioning plan identifying configuration, manufacturer support, test sequence, FAA coordination milestones, schedule, deficiency/correction process, and closeout records.
- Perform and document electrical, grounding, communications, sensor, remote-monitoring, VHF, configuration, and functional testing.

- Contractor shall support FAA commissioning. FAA commissioning is an FAA acceptance/commissioning process; it is not a separate certification issued by Contractor. Contractor shall correct deficiencies caused by Contractor work at no added cost.
- Final acceptance requires completed Work; successful required testing; completion of Contractor commissioning-support obligations; correction of Contractor-caused defects; training; warranty transfer; manuals; configuration/access credentials; record drawings; and written Owner acceptance. Physical installation alone is not final acceptance.

8. Price, Tax, Bonds, Insurance, and Payment

The bid schedule shall separately identify, at minimum: AWOS III PT equipment; civil/construction work; electrical/communications work; installation/configuration; manufacturer startup/testing; commissioning support; Navajo Nation Sales Tax; and total bid amount. Bidder shall include the applicable 6% Navajo Nation Sales Tax in its calculation, separately state the tax, and be responsible for applicable reporting and remittance requirements.

The successful bidder shall furnish required performance and payment bonds, general liability insurance, automobile liability insurance, workers' compensation coverage, applicable contractor and electrical licenses, non-collusion, debarment & suspension, W9 and other required contract security before Notice to Proceed. Payment, retainage, audit/records, warranty, and final payment shall be governed by the executed agreement and Task Order.

9. Labor Standards and Required Contract Provisions

The final Contract Documents shall include all applicable FAA and labor requirements. If confirmed applicable by FAA/ADO, Owner, and Engineer, the final bid package shall include the current U.S. Department of Labor wage determination and Davis-Bacon labor standards. When applicable, Contractor and all subcontractors shall comply with required prevailing wages, fringe benefits, payroll, recordkeeping, posting, reporting, and subcontract-flow-down requirements.

10. Bidder Responsibility and Award

A responsive bidder is one that submits a timely bid complying with all material IFB requirements. A responsible bidder is one that demonstrates required AWOS experience, technical capability, qualified personnel, FAA commissioning-support capability, manufacturer authorization, licensing, bonding capacity, insurance, financial capacity, references, and past performance necessary to complete the Work successfully.

Navajo Nation may conduct reference checks and other investigations necessary to determine responsibility and may reject any bid that is non-responsive, nonconforming, conditional, incomplete, or submitted by a bidder determined not responsible. The apparent low bidder is not entitled to award until the Owner completes review, verifies funding, confirms final Contract Documents, obtains required approvals, and issues written award and Task Order approval.

11. Submission Instructions

Submission location: Window Rock Airport Terminal, 008-068 Beacon Road, Window Rock, Arizona 86515 | Procurement contact: Michael M. Tsosie 505-481-2819 | Due date/time/time zone: Monday, August 26, 2026, at 5:00 P.M. MST. Timely delivery is solely the bidder's responsibility. Late, incomplete, unsigned, unsealed, or improperly labeled bids may be rejected.

- Submit one (1) signed original and four (4) complete copies in a sealed manila envelope or sealed package.
- Mark outer package: "SEALED BID — TUBA CITY AIRPORT AWOS III PT — DO NOT OPEN UNTIL 5:00 P.M. MST, AUGUST 26, 2026."
- Include all required bid forms, bid security, addendum acknowledgments, qualifications, certifications, required attachments, and the completed Itemized Bid Schedule / Construction Cost Breakdown.
- The Bid Schedule shall include the unit price, estimated quantity, extended total, and total amount for each required construction pay item; separately identify AWOS equipment, installation, testing, manufacturer startup, FAA

commissioning support, and all applicable taxes; and show the 6% Navajo Nation Sales Tax as a separate line item. Failure to submit a complete Bid Schedule may render the bid nonresponsive.

Example:

Item	Description	Quantity	Unit	Unit Price	Extended Total
1					
	Mobilization				
		1			
			LS		
				\$	
					\$
2					
	FAA-approved/certified AWOS III PT equipment				
		1			
			LS		
				\$	
					\$
3					
	AWOS tower, sensor, and equipment foundations				
		1			
			LS		
				\$	
					\$
4					
	Electrical service modifications and connection				
		1			
			LS		
				\$	
					\$
5					
	Trenching				
		[Final]			
			LF		
				\$	
					\$
6					
	Conduit/duct bank				
		[Final]			
			LF		
				\$	
					\$
7					
	Power, grounding, and communications cable				
		[Final]			
			LF		
				\$	
					\$
8					
	Grounding, counterpoise, surge protection, and terminations				
		1			
			LS		
				\$	
					\$

9					
	VHF, telephone/data, and remote-monitoring installation/configuration				
		1			
			LS		
				\$	
					\$
10					
	Aggregate access, fencing, gates, and site restoration				
		1			
			LS		
				\$	
					\$
11					
	AWOS installation, configuration, and functional testing				
		1			
			LS		
				\$	
					\$
12					
	Manufacturer startup and technical support				
		1			
			LS		
				\$	
					\$
13					
	FAA commissioning support and qualified technician				
		1			
			LS		
				\$	
					\$
14					
	Training, manuals, warranties, record drawings, and closeout				
		1			
			LS		
				\$	
					\$
	Subtotal Before Navajo Nation Sales Tax				
					\$
	Navajo Nation Sales Tax — 6%				
					\$
	Total Bid Amount Including Tax				
					\$

12. Sovereign Immunity; Reservation of Rights

Nothing in this solicitation, any bid, discussions, negotiations, notice of award, Task Order, or resulting agreement shall be construed as an express or implied waiver of the sovereign immunity of the Navajo Nation. No representative is authorized to waive sovereign immunity except as expressly authorized by Navajo Nation law and through all required approval processes.

Before execution of a final written agreement and Task Order, Navajo Nation reserves the right, to the fullest extent permitted by law, to amend, suspend, cancel, withdraw, or reissue this solicitation; reject any or all bids; waive minor informalities; seek clarifications; modify or reduce the scope; or decline to award when it is in the Nation's best interest, funding is unavailable, requirements change, prices are unacceptable, or other procurement concerns arise. This solicitation creates no contractual obligation; bid-preparation costs are solely the bidder's responsibility.

Any resulting agreement shall include approved Navajo Nation terms for availability of funds, suspension, termination, default, dispute resolution, Navajo Nation jurisdiction, sovereign immunity, and Department of Justice approval. No scope, price, schedule, or Task Order change is effective without written authorization by appropriate Navajo Nation representatives and required FAA/ADOT approval when applicable.

13. Task Order No. 1 — Required Form

Field	Task Order Requirement
Master Agreement	
	To be issued upon award in accordance with Navajo Nation procurement and contract approval requirements.
Task Order	
	Task Order No. 1 — Tuba City Airport AWOS III PT Project
Funding Source	
	FAA-funded design; Navajo Nation Sihasin construction funding
Procurement Method	
	Competitive construction IFB — lowest responsive and responsible bidder
Scope	
	This IFB, final FAA-reviewed Contract Documents, accepted bid, and approved attachments.
Contract Price	
	TBD upon bid evaluation and award; includes separately stated 6% Navajo Nation Sales Tax.
Contract Time	
	TBD
Funding Condition	
	Subject to funds availability, encumbrance, and required approvals.
Notice to Proceed	
	Written Notice to Proceed required before work begins.
Attachments	
	Final plans/specifications/EDR/CSPP, bid schedule, price schedule, performance bond, payment bond, insurance, applicable FAA requirements, wage requirements if applicable, and approved changes.

The Task Order shall be executed only after award, final Contract Documents, required approvals, encumbrance, insurance, bonds, and all other contract prerequisites are complete.

**Request for Taxpayer
Identification Number and Certification**

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

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

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

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

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. See also *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:

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

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

Sign Here	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.

What's New

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

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

Purpose of Form

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

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

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

Line 2

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

Line 3a

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

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

Line 3b

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

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

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

Line 4 Exemptions

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

Exempt payee code.

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

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

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

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

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

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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

NAVAJO NATION CERTIFICATION
Regarding Debarment, Suspension, and Contracting Eligibility

Consultant/Project Name

Work Location

1. Applicant acknowledges, in accordance with the Navajo Nation Procurement Act, 12 N.N.C. §§ 301-80, to the best of its knowledge, Applicant, in either its present form or in any other identifiable capacity, that it has not:
 - a. been convicted in any jurisdiction for the commission of a criminal offense incident to obtaining, or attempting to obtain, a public or private contract or subcontract, or in the performance of such Contract or subcontract;
 - b. been convicted in any jurisdiction for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a Navajo Nation Contractor;
 - c. been convicted in any jurisdiction under any antitrust statute arising out of the submission of offers;
 - d. violated contract provisions, such as having:
 - i. deliberately failed, without good cause, to perform in accordance with the purchase description or within the time limit provided in the contract; or
 - ii. a record of failure to perform, or of unsatisfactory performance, with the terms of one or more contracts; or
 - e. been determined to be ineligible to conduct business with the Navajo Nation under the Navajo Business Opportunity Act, 12 N.N.C. §§ 201-380;
 - f. submitted bad offers where such offers are lower than the expected price, or overstate the Applicant's qualifications; and
 - g. engaged in any other cause so serious and compelling as to affect Applicant's responsibility as a Navajo Nation Contractor, including debarment or suspension by another government.
2. Applicant certifies that the individual named below is authorized to represent Applicant for purposes of the declarations in this certification, and that all such declarations are made on behalf of Applicant and all of its owners, partners, officers, members, employees, officials, agents, or parties-in-interest;
3. Applicant acknowledges that, if the Navajo Nation determines this executed Certification is untrue or not wholly accurate, the Navajo Nation shall have grounds terminate the contract award or contract and pursue other legal remedies, at the Navajo Nation's discretion.
4. Applicant certifies that, to the best of its knowledge, it is eligible to do business with the Navajo Nation, in its present form or in any other identifiable capacity, pursuant to 12 N.N.C. §§ 1501-16 and 5 N.N.C. §§ 201-380.
5. Applicant acknowledges that per 12 N.N.C. § 1505, it will not be eligible to contract with the Navajo Nation if deemed ineligible by the appropriate department or entity of the Navajo Nation which receives the Applicant's request for consideration for a business opportunity.

Applicant Name

Printed name individual signing on Applicant's behalf

Applicant Address

Title of individual signing on Applicant's behalf

Applicant Address

Signature of individual signing on Applicant's behalf

Applicant Address

Date

NAVAJO NATION CERTIFICATION
Regarding Non-Collusion

Consultant/Project Name

Work Location

In accordance with Navajo Nation Procurement Act, 12 N.N.C. §§ 301-80, Applicant, in either its present form or in any other identifiable capacity, certifies and acknowledges the following:

1. Applicant is submitting an offer that is genuine and not collusive or a sham to the Navajo Nation for the above-named Project;
2. Applicant is fully informed regarding the preparation and required content of its offer, including all pertinent circumstances governing submission of its offer to the Navajo Nation;
3. Applicant has in no way colluded, conspired; connived; or agreed, directly or indirectly, with any other entity, offeror, or person regarding the proposed contract for the Project, to:
 - a. submit a sham offer to the Navajo Nation, or
 - b. refrain from submitting an offer to the Navajo Nation;
4. Applicant has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any other entity, offeror, or person, to:
 - a. fix any price or fee relating to its offer or of any other entity, offeror, or person, or
 - b. fix any price, overhead, profit, reimbursement, or cost element of its offer, or that of any entity, offeror, or person;
5. Applicant has not, through any collusion, conspiracy, connivance, or unlawful written or oral agreement, secured any advantage against the Navajo Nation or against any other entity, offeror, or person interested in the proposed contract for the Project;
6. that the individual named below is authorized to represent Applicant for purposes of the declarations in this certification, and that all such declarations are made on behalf of Applicant and all of its owners, partners, officers, members, employees, officials, agents, or parties-in-interest;
7. all statements set forth herein, and in its offer submitted to the Navajo Nation, are true; and
8. that, if the Navajo Nation determines this executed Certification is untrue or not wholly accurate, the Navajo Nation shall have grounds terminate the contract award or contract and pursue other legal remedies, at the Navajo Nation's discretion.

Applicant Name

Printed name individual signing on Applicant's behalf

Applicant Address

Title of individual signing on Applicant's behalf

Applicant Address

Signature of individual signing on Applicant's behalf

Applicant Address

Date