

# REQUEST FOR PROPOSALS

## RFP 26-02

### High-Level Network Design Services

**Alaska Communications**, with its primary administrative and operational offices located at 600 Telephone Avenue, Anchorage, Alaska 99503, is requesting proposals in accordance with all specifications, terms, conditions, and provisions of this Request for Proposals (RFP).

Alaska Communications reserves the right to accept or reject all proposals and/or waive any minor informality in the RFP process. The proposal must be returned to Alaska Communications prior to the date and time indicated below. ANY PROPOSAL RECEIVED AFTER THIS DATE AND TIME WILL NOT BE CONSIDERED AND WILL BE RETURNED TO THE OFFEROR UNOPENED.

#### RFP 26-02 Timeline

|   |   |
|---|---|
| <b>Issued</b>   | <b>June 8, 2026</b>                           |
| <b>Intent to Respond Deadline and Confirmation or Submission of NDA</b> | <b>June 12, 2026</b>                          |
| <b>Mandatory Pre-Bid Meeting via Microsoft Teams</b>                    | <b>June 15, 2026<br/>2:00 PM, ALASKA TIME</b> |
| <b>Deadline for Questions</b>   | <b>June 19, 2026<br/>2:00 PM, ALASKA TIME</b> |
| <b>Proposal Deadline</b>  | <b>July 10, 2026<br/>2:00 PM, ALASKA TIME</b> |
| <b>Anticipated Notice of Intent to Award</b>                            | <b>July 17, 2026</b>                          |

#### POINT OF CONTACT:

Alaska Communications Purchasing  
[purchasing@acsalaska.com](mailto:purchasing@acsalaska.com)  
Jennifer Cummings  
Heather Martin

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# 1 RFP SUMMARY

## 1.1 PURPOSE of the RFP

Alaska Communications Systems Holdings, Inc. (“ACS” or Alaska Communications), is issuing this Request for Proposals (RFP) to solicit qualified engineering firms to provide High-Level Network Design (HLD) services in support of Broadband Equity, Access, and Deployment (BEAD) Program–funded broadband deployment projects in Alaska.

The objective of this HLD services effort is to develop scalable, cost-efficient, and BEAD-compliant network designs that enable the delivery of reliable, high-speed broadband service to unserved and underserved Broadband Serviceable Locations across diverse geographic and environmental conditions.

## 1.2 PROGRAM OVERVIEW

The BEAD program is administered by the National Telecommunications and Information Administration (NTIA) and provides federal funding to expand broadband access to unserved and underserved communities. On October 21, 2024, the State of Alaska was awarded over \$1 billion through this program.

Alaska Communications anticipates receiving a final subaward from the Alaska Broadband Office’s (ABO) Grant Program and is responsible for designing and deploying broadband networks that meet all federal and state requirements associated with this funding.

**About Alaska Communications:** Headquartered in Anchorage, Alaska, ACS is a telecommunications provider delivering internet, local, long distance, videoconferencing, data hosting, and managed services to its customers around the state of Alaska including those communities in hard-to-reach locations.

## 1.3 PROJECT OVERVIEW

Alaska Communications seeks engineering support to develop HLDs for broadband network deployments across a range of geographic environments, including urban, rural, and remote areas of Alaska.

BEAD projects supported by this RFP will:

- Employ a hybrid broadband architecture, combining Fiber-to-the-Premises (“FTTP”) as the primary, future-ready solution with high-capacity Fixed Wireless Access (“FWA”) where fiber deployment is not technically or economically feasible.
- Include engineering designs that ensure all proposed solutions meet or exceed BEAD performance requirements, including minimum speeds of 100 Mbps download and 20 Mbps upload, low latency, high reliability, and clear upgrade paths to multi-gigabit service.
- Provide for design that demonstrates at least one low-cost service option (LCSO) is provided through the Funded Network(s) via the Grant Program and will remain available for the useful life of the network assets.<sup>1</sup>
- Apply, where feasible, design and construction principles for the purpose of reducing pollution and energy costs and optimizing lifecycle costs associated with the construction of the Project.<sup>2</sup>

Designs must comply with the following requirements:

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<sup>1</sup> As per Appendix C Sample Grant Agreement, Service Obligation (p.8)

<sup>2</sup> As per Appendix C Sample Grant Agreement, Energy Efficiency (p.7)

- Prioritize the use of existing infrastructure, rights-of-way, and network assets where available to minimize risk, reduce environmental impacts, and control costs
- For cost estimating, take into account required compliance with Build America Buy America (BABA) Compliance requirements established under 2 CFR §200.322 and 2 CFR §184
- Comply with all other applicable program requirements outlined in the BEAD Program Restructuring Policy Notice, available at [https://broadbandusa.ntia.gov/funding-programs/policies-waivers/BEAD\\_Restructuring\\_Policy\\_Notice](https://broadbandusa.ntia.gov/funding-programs/policies-waivers/BEAD_Restructuring_Policy_Notice); related FAQs, available at [https://broadbandusa.ntia.gov/technical-assistance/BEAD\\_FAQs](https://broadbandusa.ntia.gov/technical-assistance/BEAD_FAQs); and other applicable program requirements as referenced in the Alaska Sample Grant Agreement (Appendix C).
- Account for Alaska’s unique challenges, including:
  - Remote and difficult terrain
  - Extreme environmental conditions (i.e., climate)
  - Complex environmental and other permitting and land ownership
  - Seasonality of construction

## 1.4 KEY OBJECTIVES

Through this procurement, ACS intends to establish a strong technical baseline that supports timely, compliant, and cost-effective broadband deployment, advancing BEAD program goals of digital equity, long-term sustainability, and resilient broadband infrastructure for Alaska’s communities.

The selected engineering firm(s) will be responsible for developing HLD deliverables that clearly define the following:

- network architecture
- technology selection
- routing concepts
- capacity assumptions
- integration with existing transport and core infrastructure

The High-Level Design will serve as the technical foundation for subsequent detailed engineering, environmental review, permitting, cost estimating, and construction activities and will be used to support BEAD grant compliance, environmental review under the National Environmental Policy Act (“NEPA”), budget development, and phased deployment planning.

## 1.5 PROCUREMENT OVERVIEW

This RFP outlines:

- The scope of required HLD engineering services
- Proposal submission requirements
- Evaluation criteria and selection process
- Contracting requirements, including execution of a Master Services Agreement (MSA)

Alaska Communications intends to conduct a fair and competitive selection process and reserves the right to, at its sole discretion:

- Cancel the RFP at any point during the RFP process
- Reject any or all proposals

- Request clarifications or additional information
- Conduct interviews with selected Offerors
- Award contracts to one or multiple firms

### 1.5.1 Intent to Respond

All prospective Offerors must submit a statement of Intent to Respond to confirm their participation in this RFP. Intent to Respond must be submitted to the designated Point of Contact via email by the deadline stated on this RFP's cover page. The subject line shall read: **[Proposing Company] – RFP 26-02– Intent to Respond.**

At a minimum, the statement of Intent to Respond shall include:

- Legal entity name, FEIN, and principal business address
- Authorized point of contact (name, title, phone number, and email address)
- Identification of the prime Offeror and any key subcontractors or partners
- Acknowledgment of receipt of the RFP absent the confidential package
- Confirmation of Offeror's intent and capacity to submit a proposal
- Confirmation of an active Non-Disclosure Agreement (NDA) with ACS or the execution and return of the ACS template NDA
- Confirmation of a current executed Master Services Agreement (MSA) or request for an MSA application package as outlined below

Submittal of Intent to Respond allows Alaska Communications to manage communications, issue addenda, and administer any administrative qualification requirements associated with this RFP to the Offeror.

#### ***Non-Disclosure Agreement Requirement***

A Confidential Information Package will be provided following the date of the deadline for the Intent to Respond and compliance with NDA requirements. The contents of this package are summarized in Appendix A. It is the Offeror's responsibility to request a new NDA or provide an active NDA with its statement of Intent to Respond.

#### ***Master Service Agreement***

Offerors that do not have an active Master Services Agreement ("MSA") with Alaska Communications must request an MSA application package along with the Intent to Respond. For purposes of this requirement, the MSA can be a current executed Contractor Services Agreement, the ACS Master Professional Services Agreement, or the ACS Master General Contractor Agreement. However, if a non-ACS MSA is in place or in the case an earlier version of the ACS Master Agreements, the MSA must be amended to include additional exhibits addressing federal contract clauses and flowdown requirements prior to the Intent to Award. For purposes of this RFP, the MSA is intended to serve as a generic overview contractual document, the terms of which will be supplemented by a project-specific SOW or more detailed contractual document negotiated prior to the Intent to Award.

Confirmation of an MSA or submission of an MSA Application is an administrative requirement only and is not scored as part of proposal evaluation. The MSA Application requirement applies uniformly to all Offerors that do not have a current executed MSA with Alaska Communications. No Offeror shall receive preferential treatment or exemption.

Submission of an MSA Application or execution of an MSA does not guarantee award and does not obligate ACS to issue a contract. Any award will result solely from the competitive evaluation of proposals submitted in response to this RFP.

Master Service Agreement Application approval is not a prerequisite for attending pre-proposal meetings, site visits, or submitting questions. Offerors may submit proposals while the MSA Application review is in progress. The apparent successful Offeror must have an executed MSA and/or amended MSA in place prior to the Intent to Award deadline. Failure to execute the MSA within the timeframe specified by Alaska Communications may result in withdrawal of award.

### ***Compliance and Reservation of Rights***

Alaska Communications reserves the right to verify administrative completeness of Intent to Respond and MSA Application submissions, request clarifications, and enforce execution of an MSA as a condition precedent to award, consistent with fair, open, and competitive procurement requirements under applicable federal and BEAD program rules.

### **1.5.2 Questions and Clarifications**

Offerors are encouraged to read the RFP (and any relevant documents) thoroughly. Offerors should become fully aware of the nature of the work and the conditions likely to be encountered in performing the work. Any ambiguity, conflict, discrepancy, omission, or other problem in this RFP should be reported, via email, to the Point of Contact, as soon as possible and, in any case, prior to the Proposal Deadline.

Any Offeror requesting clarification or interpretation of this RFP must direct all inquiries only to the Point of Contact via email, with a subject line that includes the RFP number and title. The designated Point of Contact is the only Alaska Communications representative, including other employees or any insurers, acceptable for inquiries. Any requests regarding this RFP to persons other than the designated Point of Contact may result in the Offeror being excluded from consideration for award.

### **1.5.3 Issuance of Addenda**

No oral change or interpretation of the provisions contained in this RFP will be valid or binding on ACS. Written addenda will be issued by the Alaska Communications Purchasing Office when changes, clarifications, or amendments to the RFP are deemed necessary.

Alaska Communications shall give written notice of any addenda issued to all known recipients of the RFP. However, ACS shall not be responsible for any Offeror's failure to receive any addenda. It is the Offeror's sole responsibility to ascertain, prior to submittal, that any addenda issued to this RFP has been received. Offerors may contact the designated Point of Contact by email to confirm the status of any issues addenda prior to submittal deadline.

### **1.5.4 Compliance and Liability**

Offerors will observe and abide by all applicable laws, regulations, ordinances and other rules of the federal, state and/or any political subdivisions thereof, or any other duly constituted public authority wherein work is done, or services performed.

## 2 PROPOSAL REQUIREMENTS

### 2.1 PROPOSAL APPROACH

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Offeror's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on:

- 1) Conformance to the RFP instructions
- 2) Responsiveness to the RFP requirements
- 3) Completeness and clarity of content

Proposals should be well-organized and must be sufficiently detailed to allow for the evaluation of proposed solutions against competing proposals.

### 2.2 PROPOSAL DELIVERABLES AND SELECTION CRITERIA

Proposals should be organized in the following manner:

- 1) Offeror's Representation (see Attachment 1, must be signed by Offeror's Representative)
- 2) Assumptions, exceptions, or exclusions including, if applicable, alternate proposed language or mitigations
- 3) Offeror's Experience (25%)
- 4) Offeror's Approach and Work Plan (30%)
- 5) Offeror's Availability and Dedicated Personnel (15%)
- 6) Price Proposal (30%)

Detailed requirements for the major sections are found below.

#### 2.2.1 EXPERIENCE (25%)

Offeror shall demonstrate its experience providing HLD engineering services highlighting projects with requirements similar to those set forth in this RFP. Proposals must include the following:

- A. A comprehensive overview of the firm's experience in HLD with focus on efficient design in relation to state and federal permitting requirements throughout the state of Alaska. Highlight experience in designing and planning terrestrial OSP, FWA, and FTTP projects with emphasis on any work performed in rural areas and Alaska Native communities or with other indigenous communities in arctic environments.
- B. Certification that the engineering firm and other licensed professionals are authorized to do business in the State of Alaska and are insured and bonded as required by the grant program.
- C. Three (3) specific examples from within the last five years of projects where Offeror performed the services defined within this RFP. Written authorization allowing Alaska Communications to discuss the Offeror's performance with the named customers must be included. Offeror shall include the following for each example:
  - 1) Customer name, point of contact, email address, and phone number
  - 2) Project start and finish dates
  - 3) Scope of project to include geographical area, number of covered subscriber locations, etc.
  - 4) Technical standards and procedures employed
  - 5) Quality control measures employed

- 6) Issues encountered and how they were addressed
  - 7) Any additional pertinent information
- D. Highlight experience working with ACS, including the following:
- 1) ACS Contact Name(s) and Title(s)
  - 2) Project name and number, start and finish dates
  - 3) Scope of project to include geographical area, number of covered subscriber locations, etc.
  - 4) Technical standards and procedures employed
  - 5) Quality control measures employed
  - 6) Issues encountered and how they were addressed
  - 7) Any additional pertinent information

## 2.2.2 APPROACH AND WORK PLAN (30%)

Offeror shall provide a detailed work plan in accordance with the Design Manual demonstrating its ability to perform HLD services for planning and designing the middle-mile and last-mile FTTP network to meet Alaska Communications’ intent to serve all homes, commercial buildings, and government buildings within each project zone, in accordance with the terms and conditions outlined herein.

Proposals must include the following:

- A. **Approach to Network Design and Planning**, including:
- 1) Conducting a thorough site survey to assess existing infrastructure, including potential fiber routes and equipment placement
  - 2) Developing a detailed network design plan, considering factors such as fiber length, attenuation, splitter locations, and village size/density
  - 3) Leveraging software tools for network planning and simulation to optimize performance and scalability
  - 4) Integration of FWA to minimize cost per SL served through coordination with ACS architects
  - 5) Providing a technical datasheet for the proposed middle-mile fiber, including manufacturer literature, installation requirements, and warranty information
- B. **Schedule:** Alaska Communications has attached its proposed HLD Schedule (Appendix D). Offeror shall either provide written agreement to adhere to the proposed HLD Schedule or provide an alternative schedule with an explanation. The schedule must include duration for completion of design for each project zone.
- C. **Cybersecurity Supply Chain Risk Management Requirements:** To ensure the security and integrity of all HLD deliverables produced under this RFP, Offerors must demonstrate effective Cybersecurity Supply Chain Risk Management (“C-SCRM”) practices consistent with BEAD program expectations and applicable federal standards. These requirements include:
- 1) **C-SCRM Plan** – Offerors shall provide a concise C-SCRM Plan describing how the organization manages cybersecurity risks associated with:
    - i. Engineering tools, design platforms, and cloud collaboration systems
    - ii. Subcontractors and third-party service providers
    - iii. Data handling, storage, and transmission
    - iv. Any supply-chain dependencies that influence recommended network architectures
 The plan must reflect current organizational practices and be applicable to the scope of this project.

Minimum Plan Elements – At a minimum, the C-SCRM Plan must address:

- i. Governance: Roles, responsibilities, and alignment with recognized frameworks (e.g., NIST SP 800-161)
  - ii. Third-Party Oversight: Vetting, monitoring, and required controls for subcontractors
  - iii. Secure Engineering Environment: Access controls, patching, vulnerability management, and use of licensed software
  - iv. Data Protection: Encryption, secure file-sharing, and information-handling procedures
  - v. Prohibited Vendors: Processes to ensure no banned or high-risk vendors or components (e.g., FCC Covered List) are included in proposed designs
  - vi. Incident Response: Procedures for identifying and reporting cybersecurity or supply-chain incidents
- 2) **C-SCRM Attestation** – Offerors must submit a signed attestation confirming that:
- i. The organization will follow the C-SCRM practices described in its plan
  - ii. All subcontractors engaged for this project will adhere to equivalent controls
  - iii. No prohibited vendors, components, or software will be used in the development of HLD deliverables
  - iv. Offeror will notify Alaska Communications within 72 hours of any cybersecurity or supply-chain incident affecting project data or deliverables

### 2.2.3 AVAILABILITY AND DEDICATED PERSONNEL (15%)

Proposals must include the following:

- A. An overview of the Offeror’s organization that enables evaluators to assess its stability and financial strength. At a minimum, include:
- 1) Number of employees and their respective trades (i.e., Broadband Engineers, RF Engineers, Professional Engineer)
  - 2) Client base
  - 3) Areas of specialization and technical expertise
  - 4) Revenues for the past three (3) years
  - 5) Any other relevant, supporting information
- B. Details on the personnel and, if applicable, subcontractors assigned to this project, including:
- 1) The number of fully dedicated personnel and their duties under this project.
  - 2) A list of key personnel managing the project, including their specific role in the project and position in the Offeror’s organization. Include a one-page resume for each person that highlights:
    - i. Relevant education and training, including any higher education degrees, dates, and institution name and location
    - ii. Licensing and certifications essential to perform the service, including specific certifications, training, and experience performing similar work
    - iii. References to previous projects, including a brief description of the project, the role and responsibility of the individual, specific experience, the client’s name, project start and finish dates.
- C. A list of any/all subcontractors including the overview information as requested in (A) for the Offeror’s organization. If partnering subcontractors are to be used for specific areas, identify the proposed areas. Offeror must include an estimate for the percentage of work to be completed by the subcontractor(s).

- D. The Offeror must warrant that its financial condition is sufficiently sound to permit it to provide the required labor and equipment necessary to timely complete the project. Provide a copy of the offeror's credit rating, as determined by a qualified source (i.e., TRW, Dun & Bradstreet, etc.).

#### 2.2.4 PRICE PROPOSAL (30%)

- A. Offeror shall provide a completed Price Schedule (Exhibit 4) proposing a Not-to-Exceed (NTE) price for each project zone described in Exhibit 2 in accordance with all RFP requirements, unless otherwise noted in Assumptions, Exceptions, or Exclusions. Offeror shall provide a breakdown of the NTE price on the Price Schedule which includes the HLD, Permitting Support, Walk-off, and Subcontracting. Offeror shall also provide T & M rates for project resources.
- B. Offeror's price shall be for the fully burdened HLD price proposal in accordance with the requirements provided within this RFP. Activities shall include, but are not limited to:
  - 1) All engineering, planning, and design consistent with ACS FTTP Design Manual (Exhibit 5)
  - 2) Administrative overhead including meetings with ACS and its permitting vendors
  - 3) Desktop studies and GIS work
  - 4) Walk-off, site survey, and/or aerial surveillance work
  - 5) Any required subcontracting
- C. All pricing submitted, including but not limited to per BSL rates, fixed fees, and time and materials rates, shall be Fully Burdened and shall include all costs and expenses necessary for Contractor to perform the Services in accordance with the RFP, Statement of Work, and applicable exhibits. Except as expressly provided below, all costs and expenses incurred by Contractor—including, without limitation, labor, supervision, administration, overhead, tools, equipment, software, materials, travel, lodging, meals, and subcontractor costs—are deemed included in the Fully Burdened pricing reflected in Exhibit 4 and shall not be separately reimbursable or recoverable.
- D. Only those costs specifically identified in the applicable Statement of Work as "Reimbursable Expenses" and expressly approved in advance in writing by Alaska Communications shall be eligible for reimbursement. Any such reimbursable expenses: (i) must correspond to a category expressly permitted in Exhibit 4 or the Statement of Work; (ii) shall be invoiced at actual, out of pocket cost without markup, fee, or administrative charge; and (iii) must be supported by reasonable documentation acceptable to Alaska Communications.. Alaska Communications shall have no obligation to reimburse any expense that is not both expressly identified as reimbursable and pre-approved in writing.
- E. To the extent Contractor utilizes subcontractors, all subcontractor costs must be included in the Fully Burdened pricing unless expressly identified as a separate line item (e.g., "Subcontractor Fee" or "Subcontractor Markup") in the Pricing Sheet. Any subcontractor fee, markup, or percentage must be expressly stated and shall be the sole compensation to Contractor for subcontractor management;
- F. No additional layering of fees, markups, pass-through charges, or duplicative recovery is permitted; and Unless expressly approved in writing by Alaska Communications, subcontractor costs included within Fully Burdened pricing shall be net of all markups.
- G. Exhibit 4 (Pricing Sheet) shall govern the structure and allocation of all pricing. Contractor shall align its proposal to Exhibit 4 categories (including, if applicable, per BSL rates, permitting support, walk off, and subcontracting). Any cost not expressly captured within Exhibit 4 pricing categories or an approved reimbursable expense shall be deemed included in the Fully Burdened rates and shall not be separately payable.
- H. Contractor shall not recover the same cost more than once through any combination of Fully Burdened rates, subcontractor fees, reimbursable expenses, contingency, or other pricing mechanisms.

- I. Alaska Communications reserves the right to review and audit pricing assumptions, subcontractor arrangements, and reimbursable expenses, and to reject or disallow any charges inconsistent with this Section.

## 3 EVALUATION AND AWARD

### 3.1 RESPONSIVE OFFEROR

An Offeror will be considered responsive if its proposal conforms in all material respects to the requirements of this RFP, including:

- A clear plan to complete the work
- Certification of availability to perform the work

Alaska Communications retains sole discretion in determining responsiveness. Proposals that do not meet these criteria will be deemed non-responsive and rejected.

### 3.2 EVALUATION CRITERIA

#### A. Evaluation Criteria Weighting

| Category                             | Max. Points |
|--------------------------------------|-------------|
| Experience                           | 25 points   |
| Approach and Work Plan               | 30 points   |
| Availability and Dedicated Personnel | 15 points   |
| Price Proposal                       | 30 points   |
| TOTAL                                | 100 points  |

#### B. Qualitative Rating Factors

Proposals will be ranked using the following qualitative rating factors for each RFP criterion:

| Description    | Rating Factor |
|----------------|---------------|
| Outstanding    | 1.0           |
| Excellent      | 0.8           |
| Good           | 0.6           |
| Fair           | 0.4           |
| Poor           | 0.2           |
| Unsatisfactory | 0             |

#### C. Qualitative Ranking Methodology

The rating factor for each criteria category will be multiplied against the points available to determine the total points for that category.

**EXAMPLE:** If an evaluator decides that the response provided for a criterion that has a maximum of 30 points was “Good,” they will assign a qualitative rating factor of 0.6 to that criterion. The qualitative rating factor is then multiplied by the maximum points available to determine the awarded points.

$$\begin{array}{r} 30 \text{ Max. Points} \\ \times 0.6 \text{ for Good rating factor} \\ \hline 18 \text{ Awarded Points} \end{array}$$

## D. Quantitative Ranking Methodology

Evaluation of the Price Proposal uses the following methodology:

The awarded Price Proposal points will be calculated as shown below. The lowest cost proposal will receive the maximum number of points awarded for the Price Proposal criteria:

$$\frac{\text{Lowest offered price} \times \text{Maximum available points}}{\text{Price of proposal being scored}}$$

**EXAMPLE:** Price Proposal conversion to Points (30 points maximum):

1. List all proposal costs:  
Offeror #1 - \$40,000  
Offeror #2 - \$45,000  
Offeror #3 - \$48,000
2. The RFP awards a maximum of 30% (30 points) of the total of 100 points for price.

**Offeror #1 receives 30 points.**

**Offeror #2 receives 26.7 points.**

$$\frac{\$40,000 \times 30}{\$45,000}$$

**Offeror #3 receives 25 points.**

$$\frac{\$40,000 \times 30}{\$48,000}$$

### 3.3 AWARD PROCESS

A committee of individuals representing Alaska Communications will perform evaluations and complete the ranking of responsive proposals.

Following the initial ranking of received and responsive proposals, Alaska Communications may:

- Request written clarifications from any or all Offerors;
- Request interviews with selected Offerors to clarify proposals;
- Request a Best and Final Offer (BAFO) from all or the top two to three ranked Offerors;
- Issue a Notification of Intent to Award solely on the written proposal process and elect not to conduct interviews or request clarifications; or
- Enter into negotiation of a statement of work with high scoring Offerors.

Clarifications, BAFOs, and/or interviews may cause proposals to be re-evaluated using the original criteria and scoring.

Notice of Intent to Award will be issued to the apparent highest scoring Offeror(s) following successful contract negotiations. Alaska Communications reserves the right to terminate negotiations with any Offeror should it be in Alaska Communications' best interest.

## ATTACHMENT 1: OFFEROR'S REPRESENTATION

Offerors shall provide this Offeror's Representation as the first page in its proposal submission package. Proposals submitted that exclude this page or include an unsigned version may be considered non-responsive.

By signing this page and submitting its proposal, the Offeror certifies that it has reviewed and understands all proposal documents, has received all materials identified in this RFP and any addenda, and has prepared its proposal in compliance with these documents.

The undersigned acknowledges that the company it represents has carefully reviewed the specifications, standards, and all other documents related to this RFP, and has fully informed itself of the nature of the work. The proposal submitted reflects the Offeror's understanding based on the information provided in this RFP and any supplemental materials provided.

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Signature

---

Offeror Organization

---

Printed Name

---

Address

---

Title

---

City, State, Zip Code

---

Date

---

Phone

---

Fax

---

Email Address

## **APPENDIX A: LIST OF EXHIBITS**

### **Confidential Information Package**

The following Exhibits will be provided upon execution of a Non-Disclosure Agreement (NDA) or confirmation of an in-force NDA between Alaska Communications and the potential Offeror. Exhibits are in electronic format and will be distributed upon Alaska Communications' receipt of an executed NDA and Notice of Intent to Respond.

It is the Offeror's responsibility to verify access to these Exhibits and communicate any access or viewability concerns to Alaska Communications' designated Point of Contact.

Upon distribution of this confidential information package, these Exhibits will be considered to be incorporated by reference to this RFP.

**EXHIBIT 1: ACS Master Professional Services Agreement, including required Federal Contract Clauses and Flow-Down Requirements**

**EXHIBIT 2: High Level Design Zones**

**EXHIBIT 3: High Level Design Zone Shape Files**

**EXHIBIT 4: Pricing Sheet**

**EXHIBIT 5: ACS FTTP Design Manual**

**EXHIBIT 6: High Level Design Sample Statement of Work**

## APPENDIX B: ACS NDA

# MUTUAL NON-DISCLOSURE AGREEMENT



This Mutual Non-Disclosure Agreement (“**Agreement**”) is entered into as of \_\_\_\_\_ (“**Effective Date**”), by and between Alaska Communications Systems Holdings, Inc. (the “**Company**” or “**Alaska Communications**”) and \_\_\_\_\_ (“**Counterparty**”). The Company and Counterparty may each be referred to individually as a “**Party**,” and collectively as the “**Parties**.”

**1. Introduction.** For the Purpose of discussing a future business arrangement, including without limitation any discussion related to the following: \_\_\_\_\_

(the "Purpose"), the Parties anticipate that they will disclose Proprietary Information (as defined below) to each other.

In this Agreement, the party disclosing the Proprietary Information is referred to as the “Discloser” and the party receiving the Proprietary Information is referred to as the “Recipient.” As a condition to Proprietary Information being furnished the Parties agree to treat any Proprietary Information concerning the other Party in accordance with the provisions of this Agreement and, as applicable, to take and abstain from taking certain actions specified below.

**2. Use of Proprietary Information.** Recipient shall use the Proprietary Information solely for the Purpose and for no other purpose. The disclosure of the Proprietary Information of the Discloser to Recipient does not confer upon Recipient any license, interest or rights of any kind in or to the Proprietary Information.

**3. Distribution of Proprietary Information.** Recipient will hold in confidence and not disclose, reproduce, distribute, transmit, reverse engineer, decompile, disassemble, or transfer, directly or indirectly, in any form, by any means, or for any purpose, the Proprietary Information or any portion thereof. Recipient may disclose the Proprietary Information only to its Affiliates and its and their employees, agents, advisors or consultants, including attorneys, accountants, bankers, financial advisors and business consultants, to the extent, and only to the extent, those persons have a need to know the Proprietary Information for the Purpose; provided each employee, advisor and consultant shall be directed to comply with the terms and conditions of this Agreement. Despite the above, Recipient shall be responsible for any breach of this Agreement by an employee, agent, advisor or consultant of Recipient or its Affiliates. For purposes of this Agreement, “Affiliate” of a Party means any person, who directly or indirectly controls, is controlled by or is under common control with that Party; a person “controls” another person if it holds or is beneficially entitled to hold, directly or indirectly, other than by way of security interest only, more than 50% of its voting rights, income or capital.

**4. Disclosure Period.** This Agreement applies to Proprietary Information that is disclosed in furtherance of the Purpose, whether before or after the Effective Date, and continuing until the end of the period specified in an agreement to effectuate the Purpose, but in any case for a minimum of one year after the Effective Date, unless sooner terminated in writing by either Party upon 30-days prior written notice.

**5. Confidentiality Period.** Recipient acknowledges that its obligations under this Agreement with regards to the Proprietary Information of the Discloser shall remain in effect for two years after the termination of this Agreement (except for trade secrets and customer and network information, which shall be held in confidence indefinitely). The foregoing obligations shall not apply if and to the extent that: (a) the information communicated was already known to Recipient, without obligation to keep it confidential, at the time of its receipt from the Discloser; (b) the information communicated was received by Recipient from a third party not known by Recipient to unlawfully be in possession thereof and not known by Recipient to have an obligation to keep the information confidential; (c) the information communicated was independently developed by Recipient without violating any of Recipient’s (or its Affiliates’) obligations, or (d) the information communicated was publicly known at the time of its receipt by Recipient or has become publicly known other than by a breach of this Agreement or another agreement to which Discloser or an Affiliate of Discloser was a party.

**6. Definition of Proprietary Information.** As used herein, “Proprietary Information” means commercial or financial information that is of value to the Discloser and would be understood by a reasonable person to be a trade secret or otherwise privileged or confidential. “Proprietary Information” also includes all information that would be considered material non-public information under United States securities law. The Parties will make reasonable efforts to mark or identify Confidential Information as confidential, but a failure to mark or identify information will not remove its protection under this Agreement, if in light of the nature of the information or the circumstances under which it was disclosed, a reasonable person would understand the information to be confidential.

**7. Destruction.** Upon the request of Discloser for any reason, Recipient agrees to destroy the Proprietary Information, and all materials derived from or relating thereto, disclosed to Recipient (or derived from materials disclosed to Recipient) by the Discloser and agrees to provide to the Discloser a written confirmation of such destruction; provided, that Recipient and Recipient’s representatives may retain Proprietary Information for their files as required by their respective record retention policies, professional standards or to comply with legal and/or regulatory requirements.

**8. Required Disclosures.** In the event that Recipient or its representatives are required to disclose any of the Proprietary Information by applicable law, regulation, request of a regulatory authority, court, government agency or other competent authority, legal process, legal proceedings, civil investigative demand or other similar process, subpoena or stock exchange rule, Recipient will, to the extent practicable and permitted by law, notify Discloser promptly so that Discloser may seek a protective order or other appropriate remedy or, in its sole discretion, waive compliance with the terms of this Agreement. In the absence of a protective order or waiver of compliance by Discloser, the Recipient or its representatives may nevertheless disclose Proprietary Information to the extent that such disclosure is required, provided that Recipient will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Proprietary Information that is ultimately required to be disclosed.

**9. No Reps or Warranties.** Recipient understands and acknowledges that neither Discloser nor any of its representatives make any representation, warranty or condition, express or implied, as to the accuracy or completeness of the Proprietary Information. Recipient agrees that neither Discloser nor any of its representatives shall have any liability to Recipient relating to or resulting from the use of the Proprietary Information or any errors therein or omissions therefrom.

**10. Definitive Agreement.** The Parties understand and agree that no contract or agreement providing for any relationship related to the Purpose shall be deemed to exist between Recipient and Discloser unless and until a formal agreement has been executed and delivered.

**11. Injunctive Relief.** Recipient acknowledges that any breach of the covenants contained in this Agreement may cause Discloser immediate and irreparable harm, and remedies at law for any such breach may be inadequate. Accordingly, Discloser shall be entitled to seek a restraining order, injunction, or other similar remedy (without any requirement to post bond as a condition of such relief) for any breach or threatened breach of this Agreement by Recipient. Nothing contained in this Agreement shall be construed as limiting the Discloser's right to any other remedies at law including the recovery of damages for breach of this Agreement.

**12. Nature of Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties. A waiver by either of the Parties of any breach by the other Party of any of the terms, provisions or conditions of this Agreement or the acquiescence of either Party in any act (whether commission or omission) which but for such acquiescence would be a breach as aforesaid, shall not constitute a general waiver of such term, provision or condition of any subsequent act contrary thereto. This Agreement represents the entire understanding between the Parties with respect to the subject matter hereof and supersedes all other written or oral agreements heretofore made by or on behalf of Discloser or Recipient with respect to the subject matter hereof and may be changed only by agreements in writing signed by the authorized representatives of the Parties. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.

**13. No Partnership or Agency.** This Agreement does not create any agency or partnership relationship between the Parties.

**14. Alaska Law.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state of Alaska, without giving effect to its conflict of laws.

**15. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute the same instrument. Each Party agrees to be bound by its own emailed signature, and agrees that it accepts the emailed signature of the other Party hereto.

CONSIDERING THE ABOVE, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the date first above written.

|   |               |
|---|---------------|
| <b>ALASKA COMMUNICATIONS SYSTEMS HOLDINGS, INC.</b> |               |
| <b>By:</b>  | <b>By:</b>    |
| <b>Title:</b>                                       | <b>Title:</b> |

## APPENDIX C: SAMPLE GRANT AGREEMENT

# Grant Agreement

**State of Alaska**  
**Department of Commerce, Community, and Economic Development**  
**Alaska Broadband Office**

**Broadband Equity, Access, and Deployment (BEAD) Alaska Broadband Grant Program**

|   |   |  |  |   |
|---|---|--|--|---|
| Grant Agreement Number<br><b>XX-BBP-XX</b>                      | Unique Entity Identifier (UEI)<br><b>XXXXXX</b> | Appropriation Unit<br><b>XXXXXXXXXX</b>  | Vendor #<br><b>XXXXXXXX</b>                                  | Amount of Grant Funds (“Grant Funds”) <sup>1</sup><br><b>\$XXXXXXXX</b> |
| Federal Award Identification Number (FAIN)<br><b>XXXXXXXXXX</b> |   | Assistance Listing Number and Name<br><b>11.035 – Broadband Equity, Access, and Deployment Program</b> |  | Project Title<br><b>XXXXXXXXXXXXXXXXXXXXXXXXXX</b>                      |
| <b>Grantee</b>  |   |  | <b>ABO Contact Person</b>                                    |   |
| Name<br><b>XXXXXX</b>   |   |  | Name<br><b>Jan Cox</b>                                       |   |
| Street/PO Box<br><b>XXXXXX</b>                                  |   |  | Title<br><b>Grants Administrator 3</b>                       |   |
| City/State/Zip<br><b>XXXXXX</b>                                 |   |  | Street/PO Box<br><b>550 W 7<sup>th</sup> Ave, Suite 1650</b> |   |
| Contact Person<br><b>XXXXXX</b>                                 |   |  | City/State/Zip<br><b>Anchorage, AK 99501</b>                 |   |
| Phone<br><b>XXXXXX</b>  | Fax<br><b>XXXXXX</b>                            | Phone<br><b>(907) 269-5797</b>   |  | Fax<br><b>(907) 269-4563</b>  |
| E-mail<br><b>XXXXXX</b>   |   |  | E-mail<br><b>Jan.Cox@alaska.gov</b>                          |   |

## Agreement

The Alaska Department of Commerce, Community, and Economic Development, Alaska Broadband Office (hereinafter ‘ABO’) and **[legal business name]** (hereinafter ‘Grantee’) agree as set forth herein.

**Section I.** The ABO shall pay the Grantee for the performance of the project work under the terms outlined in this agreement (“Agreement”). The amount of payment is based upon project expenditures which are authorized under this Agreement. In no event shall the payment exceed **[grant award amt]**.

**Section II.** The Grantee shall perform all the work required by this Agreement.

**Section III.** The Period of Performance and Budget Period under this Agreement begin **[date Grant Agreement is signed]** (“Effective Date”) and shall be completed with all deliverables received no later than **[four years out from date Grant Agreement is signed]** (“End of Term”).

**Section IV.** Grantee shall Reconcile all subaward accounts and ensure all obligations are paid or otherwise resolved; return any unobligated funds to the ABO and Dispose of or return any property purchased with federal funds in accordance with CFR Part 200.310 through 200.316 and 200.330.

**Section V.** The agreement consists of this page and the following:

**ATTACHMENTS:**  
Attachment A – Scope of Work

**APPENDICES:**  
Appendix A – Monitoring, Reporting and Audit Requirements

<sup>1</sup> In this case the obligation for 2 CFR 200.332(b)(1)(vii)-(ix) is the same amount. This is not a research and Development Grant under 2 CFR 200.332(b)(1)(xiii).

Attachment B – Payment Method  
Attachment C – Standard Provisions

Appendix B – Insurance and Bonding  
Appendix C – State Laws and Regulations  
Appendix D – Special Requirements and Assurances for Federally Funded Projects

**AMENDMENTS:**

Any fully executed amendments to this agreement.

**EXHIBITS:**

Exhibit A – Irrevocable Standby Letter of Credit  
Exhibit B – Bankruptcy Opinion-of-Counsel Letter  
Exhibit C – Cybersecurity and Supply Chain Risk Management (C-SCRM) Plan  
Exhibit D – C-SCRM 3rd Party Compliance Attestation  
Exhibit E – Engineering Plan(s), Network Design(s), and Detailed Project Map(s)  
Exhibit F – Certification

| <b>Grantee</b>         | <b>ABO</b>  |
|------------------------|---|
| Signature              | Signature   |
| Printed Name and Title | Printed Name and Title<br><b>Thomas Lochner, Director</b> |
| Date                   | Date  |

# Attachment A

## Scope of Work

### Background

The National Telecommunications and Information Administration (NTIA) funds the Broadband Equity, Access, and Deployment Program (BEAD). The Federal Award Number is 02-20-B066. On October 21, 2024, the State of Alaska was awarded \$1,017,139,672.42 of which [redacted] will receive a subaward of \$ [redacted] (“Grant”). Alaska’s Grant Program is called the Alaska Broadband Grant Program (“Grant Program”).

Recipients of Grant Program funds must maintain a current [SAM.gov](https://sam.gov) registration and have an active Unique Entity ID generated by [SAM.gov](https://sam.gov). This information must be current during the term of the grant.

### 1. Project Description

[add text] (Note: this is a high-level abstract of the overall project from your application in the Department’s Grant Management System (DGMS))

Engineering Plan(s), Network Design(s), and Detailed Project Map(s) are attached as Exhibit E to the Grant Agreement. Grantee shall provide a detailed map of the project network.

### Outcomes:

- 1) Funded Networks are operational and delivering Reliable Broadband Service with:
  - a. speeds of no less than 100 megabits per second for downloads and 20 megabits per second for uploads, and
  - b. a latency less than or equal to 100 milliseconds
- 2) Can easily scale service speeds as determined by FCC Broadband Benchmarks over time to meet the evolving connectivity needs of households and businesses, and
- 3) Support the deployment of 5G, successor wireless technologies, and other advanced services.
- 4) Ability to meet the FCC’s Broadband monitoring criteria based on the [BEAD Policy Notice: Performance Measures for BEAD Last-Mile Networks](#).

### Site Control:

Grantee is required to establish site control for all applicable real estate for the construction of any infrastructure improvements for the Grant Program Network. Site control shall be established by lease, deed, license, or any other form approved by the ABO from the property owner to Grantee to show Grantee has acquired a sufficient legal interest to build and operate the Project. Grantee shall provide a copy of the deed, lease, license, or other ABO approved documents establishing site control to the ABO. Prior to Grantee establishing site control, Grant Funds will not be reimbursed to Grantee for eligible expenses for construction and deployment activities on any parcel for which Grantee has not yet established site control without the ABO’s prior advance written approval. Grantee’s failure to obtain complete site control to build the Project in a timely fashion shall be a breach of this Agreement. Timely fashion shall mean at a point the Project can be built without delay and so the entire Project can be completed during the Grant Term.

### Tribal Consent

To the extent the Project includes plans to deploy broadband to Unserved Service Projects or Underserved Service Projects on Tribal Lands owned by a tribal entity, Grantee shall have submitted

substantial time-relevant evidence such tribal entity consents to the Project (e.g., a letter signed by an authorized representative or body of such tribal entity that specifically supports the proposed project) to the ABO before the signature of the agreement and no later than September 17, 2026. As used here, a “tribal entity” includes a Tribal Government, a Tribal Organization, or an Alaska Native Corporation. Additionally, under this condition, the Grantee proposing BEAD-funded deployment projects on Alaska Native Corporation Lands must obtain a Resolution or other substantial time-relevant evidence of consent from the Alaska Native Corporation, whether it be a Regional Corporation or Village Corporation to the extent a proposed BEAD-funded deployment project would be built on land owned by that Alaska Native Corporation.

To the extent the Grantee plans to deploy broadband to Unserved Service Projects or Underserved Service Projects on Tribal Lands that are the home community of any federally recognized tribe in Alaska, the Grantee shall engage in ongoing notification<sup>2</sup> to that Tribal Government, subject to confirmation, but the Grantee will not be required to obtain that Tribal Government’s consent for the Project.

### **Labor Standards:**

If the Project will be contracted out, federal labor standards may apply. All licensed contractors for this project must comply with all applicable federal labor standard requirements and may require prevailing wage rates of the State specific geographic region in which the project is located. All applicable Federal labor standards and other applicable Federal provisions must be included in any contracts under this project. The Grantee must verify contractor/subcontractor(s) eligibility prior to awarding the contract(s), making sure the contractor is not on the Debarment and Suspension list at [SAM.gov](https://www.sam.gov).

Grantee is subject to the requirements of the Davis-Bacon Act, where applicable, when Grant Funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. Additionally, corollary state prevailing-wage-in-construction laws (commonly known as “little Davis-Bacon Acts”) may apply to projects.

It is the Grantee’s responsibility to monitor their construction contract(s) to ensure that all required notices and the wage rate decisions, if applicable, are posted prominently at the construction site for the full duration of the Project. The Grantee must receive and verify the accuracy of copies of the contractor/contractor’s certified weekly payroll reports and compliance with applicable labor standards. The federal Statement of Compliance Form (original signatures) must be submitted with all weekly certified payroll reports. Any discrepancies found should be reported by the Grantee and corrected before the close-out of the Project.

If applicable, Grantee will ensure that vendors pay all laborers and mechanics employed by contracts and subcontractors in the performance of the project wages at rates not less than those prevailing. (40 U.S.C. 3141-3148)

If the Project will be constructed with local force account labor and contractual services, grantee may be required to pay its employees the prevailing wage rates comparable in the area. If Grantee hires or contracts with licensed contractor/subcontractor(s) for any specialized work for this project those licensed contractors/subcontractors may also be required to comply with all applicable federal laws and regulations, and with all requirements for state, local, and Tribal laws and ordinances to the extent that such requirements do not conflict with federal law. It is the Grantee’s responsibility to ensure that the prevailing wage rates are paid for each job classification, if applicable.

### **Insurance Requirements**

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<sup>2</sup> Not less than one annual in-person notification and not less than one electronic notification quarterly.

The Grantee is required to maintain and provide proof of appropriate insurance coverage, in conformance with Appendix B, for the full duration of the Project. Any construction contractors/subcontractors hired to work on the project must be licensed, bonded, and insured for at least the amount of the Project as appropriate. It is the Grantee's responsibility to make sure any contractor/subcontractor hired maintains the appropriate insurance coverage on the Project.

### **National Environmental Policy Act (NEPA) Requirements**

Grantees will be required to fulfill all NEPA requirements prior to the release of Grant funds for construction and deployment activities. Grantee will also be required to ensure all construction and deployment activities are covered by the actions described in Chapter 3 (Alaska) of the Nationwide Public Safety Broadband Network Final Programmatic Environmental Impact Statement for the Non-Contiguous United States (FPEIS) prepared by First Responder Network Authority's (FirstNet) NEPA procedures identified under the BEAD program's authority as it relates to Alaska.

Link available at: [FirstNet FPEIS Non-Contiguous Chapter 3 Alaska July 2017.pdf](#)

Grantee will provide a completed NEPA analysis to the ABO. This will initiate the Tribal Notification and Notice of Organizations process. The ABO, acting as a NEPA joint lead agency, will review and make a preliminary determination regarding the appropriateness of the Grantee's analysis. If Categorical Exclusions (CATEX) apply, and there are no extraordinary circumstances, the ABO will transmit a Draft Decision Memo to NTIA for review and final NEPA decision. If no CATEX's apply, further NEPA processing will be required regarding the need for an Environmental Assessment (EA) or Environmental Impact Statement (EIS).

If required, completion of an EA or an EIS must be completed prior to the release of Grant funds for construction or deployment activities.

Grantee must timely prepare any required NEPA documents and obtain any required permits and must adhere to any applicable statutory deadlines as provided for in 42 U.S.C. §4336a(g).

Upon request, Grantee shall provide the ABO with a milestone schedule identifying specific deadlines and describing how the Grantee will meet these timing requirements, including the completion of consultations, the completion of NEPA, NHPA Section 106, and ESA Section 7 reviews, and the submission of Environmental Assessments or Environmental Impact Statements, if required. This Milestone Buildout Plan shall be submitted via DGMS.<sup>3</sup>

### **National Historical Preservation Act (NHPA) Requirements**

Grantee will complete NHPA Section 106 consultation with Alaska's Office of History and Archeology (OHA) and/or, if Tribal, then the Tribal Historic Preservation Office (THPO), in accordance with the NTIA [National Historic Preservation Act \(NHPA\) Consultation Process Fact Sheet](#). Unless approved otherwise in writing by the ABO, the Grantee will provide, within 30 days of a) permitting contractor support in place; and b) design complete for the middle mile components, all documentation related to the Project including maps and other Project description documents as required by the ABO. Grantee will provide a letter from the OHA or THPO office(s) that the Project will have No Effect or No Adverse Effect and an MOA signed between all parties setting forth requirements necessary to avoid, minimize, or mitigate any adverse effects identified by the OHA or THPO during the review. As part of Grantee's NHPA compliance, Grantee shall complete the Section 106 review by applying the Advisory on Historic Preservation (ACHP) Program Comment to avoid Duplicative Review of Wireless Communication Facilities, Program Comment for Federal Communications Projects, and any other

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<sup>3</sup> The NEPA, NHPA and ESA milestone schedule template can be found in the DGMS.

applicable program comment or program alternative, or following the ACHP rules at 36 CFR 800 Subpart B.

Grantee shall adhere to the provisions of the NTIA memorandum to SHPOs, Tribal Historic Preservation Officers, and grant recipients authorizing recipients to initiate Section 106 consultation for NTIA funded projects dated 10/23/2025.

Grantee shall notify the ABO in writing of any Tribal request for government-to-government consultation or any identification that a grant funded activity may impact a historic property or a property of religious or cultural significance to a Tribe.

Grantee shall provide all consulting parties with the statutorily required time to respond to its determination of a grant funded activity's effect on historic property.

If a Tribal applicant, grantee will participate in the Federal Communications Commission's (FCC) Tower Construction Notification System (TCNS) process and engage with the NTIA to complete the Section 106 consultation.

Resolution to the Section 106 consultation is required prior to the release of Grant funds for construction or deployment activities.

As part of NHPA compliance, Grantee shall provide any affected Alaska Native Tribes with information regarding grant-funded activities via their preferred communication means.

### **Endangered Species Act (ESA) Requirements**

In conformance with the NTIA [Endangered Species Act \(ESA\) Section 7 Fact Sheet](#), Grantee will complete an ESA Section 7 consultation with the U.S. Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS). Grantee will provide the ABO with a Section 7 Biological Opinion after final determination by USFWS and NMFS.

Resolution to the Section 7 consultation is required prior to the release of Grant funds for construction or deployment activities.

### **Archaeological Resources**

Burial sites, human remains, and funerary objects are subject to the requirements of all applicable Federal, Tribal, State, and local laws and protocols, such as the Native American Graves Protection and Repatriation Act (NAGPRA), in addition to Section 106 of the NHPA.

- a. Grantees must notify the ABO and NTIA of inadvertent discoveries and potential impacts to these resources and identify and follow all applicable laws or protocols.
- b. Grantees should have an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards monitor ground disturbance for grant funded activities proposed in the vicinity of National Register eligible archaeological sites and suspected or known burials.
- c. If any potential archeological resources or buried human remains are discovered during construction, the Grantee must immediately stop work in that area, secure that area, and keep information about the discovery confidential, except to notify the ABO and NTIA and the interested SHPO, THPO, and potentially affected Tribes. Construction activities may not resume in the area without the prior written approval of the ABO and NTIA.

### **Additional Federal, State, and Local Permits**

Grantee is required to obtain all other relevant Federal, State, and local permits.

### **Network Capabilities**

Grantee will comply with compliance standards and testing protocols for speed and latency as established by the Federal Communications Commission. To demonstrate compliance, the Grantee will perform speed and latency testing from the premises of an active subscriber to a remote test server at an end-point consistent with the requirements for a Commission-designated IXP. The service characteristics outlined in the proposed plan include speeds and latency requirements that must be met in accordance with the FCC's 80/80 metric. That is, if the ABO or any other entity assigned by the ABO tests the end user speeds of these plans, the requirements will only be met if 80% of tests meet or exceed 80% of the required speeds and 95% of latency measurements are at or below 100 milliseconds round trip. For instance, if the ABO runs 100 speed tests at a selection of locations that subscribe to low-cost broadband service plans, then at least 80 of those speed tests must meet 80% of the speed requirements and 95% of latency measurements must meet requirements. For the purposes of these specifications, "typical" download or upload speeds mean that 80% of speed tests must demonstrate at or above 80% of such speeds. Furthermore, 95% of latency tests must demonstrate no more than 100 milliseconds of latency.

### **Deployment Requirements**

Grantee will demonstrate compliance with the requirement that Funded Networks begin providing broadband service to each customer that desires broadband service not later than four years after the date on which the Grantee receives the Grant for the applicable Funded Network. The Buildout milestones are identified in the Grantee's Milestone Buildout Plan which must be provided to the ABO prior to signing this Agreement. Reporting on the plan progress will be reported through semi-annual reporting as identified in Section 5 of Attachment A. Grantees are expected to demonstrate the Project is making reasonable progress toward meeting the four-year deployment deadline. The ABO may withhold funds if it determines the Project is not demonstrating reasonable progress related to the requirements of Attachment A, Section 5 hereof.

If the project proposes to lay conduit, the Grantee will demonstrate in quarterly reporting the status of implementation of providing excess conduit capacity.

### **Construction Requirements**

During construction, Grantee shall

- a. Ensure that it meets all deadlines in approved plans and specifications;
- b. Monitor the progress of all Grant funded activities;
- c. Promptly pay for all costs incurred for grant-funded activities;
- d. Monitor its contractors and subcontractors' compliance with all applicable Federal, State, and local laws, rules, and regulations;
- e. Construct and maintain signage that indicates the Federal Government's participation in the Project;
- f. Ensure all materials and equipment used in the completion of the Project shall be subjected to adequate testing and inspection in accordance with accepted standards. Construction materials, particularly those upon which the strength and durability of any structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for intended uses. Grantee shall maintain all documentation confirming these results which shall be subject to inspection by the ABO and its employees and agents.

### **Energy Efficiency**

Grantee shall apply, where feasible, design and construction principles for the purpose of reducing pollution and energy costs and optimizing lifecycle costs associated with the construction of the Project.

### **Service Obligation**

Grantee will demonstrate that at least one low-cost service option (LCSO) is being provided through the Funded Network(s) through the Grant Program which will remain available for the useful life of the network assets. The LCSO must offer speeds of at least 100/20 Mbps and latency performance of no more than 100 milliseconds. Applicants that already offer a low-cost plan that meets these service requirements may satisfy the LCSO requirement by proposing to offer their existing low-cost plan to Eligible Subscribers. Eligible Subscriber means any household seeking to subscribe to broadband internet access service that is eligible for the FCC's Lifeline Program as defined in 47 CFR § 54.409.

Grantee will provide access to broadband service to each customer served by the Funded Network that desires broadband service on terms and conditions that are reasonable and non-discriminatory.

Grantees will notify the ABO immediately if for any reason, at any time, the Grantee is no longer able to provide broadband service to the end user locations identified in the Funded Network. Grantee's failure to continuously provide broadband service to the end user locations identified in the Funded Networks at any time during the ten (10) years from Project completion is a breach of this Agreement. Immediately means within 24 hours after entering status of inability to provide service. The Grantee agrees to work with the ABO and NTIA to take remedial actions and facilitate potential sale of the assets in order to ensure continuity of service.

### **Cybersecurity and Supply-Chain Risk Management (C-SCRM)**

Grantee will follow the Cybersecurity and Supply Chain Risk Management Plan ("C-SCRM Plan") that was submitted to and approved by the ABO prior to signing this Agreement. Grantee's C-SCRM Plan and 3<sup>rd</sup> Party Compliance Attestation Forms are attached as Exhibits C and D.

If Grantee is relying in whole or in part on network facilities owned and operated by a third party, the Grantee will require from all vendors providing use of network facilities through contract or other agreement mechanism that the network provider submit to the Grantee an attestation of compliance with the Grantee's C-SCRM Plan provided to the ABO which included requirements specified by the NTIA and which incorporated current National Institute of Standards and Technology (NIST) 2.0 standards. A copy of this attestation for each vendor will be provided to the ABO within 30 days of agreement with the third-party vendor.

The Plan shall be evaluated and updated by the grantee on a periodic basis or as events warrant. If the Grantee makes any substantive changes to the plan, the Grantee shall provide updated copies to the ABO and vendors within 30 days of the update.

### **Build America Buy America (BABA) Compliance**

The Grantee shall comply with the Build America Buy America (BABA), Pub. L. 117-58, consistent with applicable legal authorities, such as the Infrastructure Act, Executive Order 14005, 2 CFR Part 184, OMB Memo M-24-02, and the requirements laid out in the final version of the BEAD BABA waiver. All waivers applicable to BEAD, an FAQ, and a BEAD BABA Self Certification list are posted on the Build America Buy America page maintained by the Department of Commerce Office of Acquisition Management at <https://www.commerce.gov/oam/build-america-buy-america>. Grantee shall obtain Certification Letters from manufacturers that all products utilized within the project are BEAD BABA compliant if the products have not been previously certified by the NTIA, including products purchased using match funds, and provide to the ABO upon request. Grantee shall ensure the required elements of these manufacturer Certification Letters comply with the [NTIA BABA Compliance and](#)

[Documentation Requirements and Procedures](#). To the extent Grantee utilizes finished BABA waived electronics they must report their use on an NTIA provided excel tracker.

Grantee, and its contractors and subcontractors, will follow procurement requirements established under 2 CFR §200.322 and 2 CFR §184 which address the requirement for grant-funded infrastructure projects to exclusively purchase products manufactured and produced in the United States unless the type of product is waived from this requirement as described in the [Limited General Applicability Nonavailability Waiver of the Buy America Domestic Content Procurement Preference as Applied to Recipients of Broadband Equity, Access, and Deployment Program](#) (BEAD BABA waiver) or the Grantee utilizes a public interest waiver to the extent allowable in the [Department-wide Public Interest Waiver for De Minimis Infrastructure Project Purchases, Small Grants, and Minor Components with Iron and Steel Products](#) (DOC de minimis waiver). Grantee’s failure to purchase, install, or utilize products that meet the requirements identified in Build America Buy America referenced above or obtain the above-mentioned waiver is a breach of this Agreement and cause for termination. Upon request by the ABO, Grantee shall provide the ABO with receipts/invoices for verification of compliance. Grantee shall also comply with all certification and reporting requirements as identified herein.

**Prohibition on Use of Covered Communications Equipment or Services**

Grantee, and its contractors and subcontractors, may not use BEAD grant funds (including non-Federal cost share) to purchase or support any communications equipment or service covered by either the Secure and Trusted Communications Networks Act of 2019 (47 USC 1608) or 2 CFR 200.216 (Prohibition on certain telecommunications and video surveillance services or equipment).

**2. Project Budget**

| <b>Cost Category</b>  | <b>Federal Funds</b> | <b>Cost Share (Match Funds)</b> | <b>Project Total</b> |
|-----------------------|----------------------|---------------------------------|----------------------|
| Personnel             |                      |                                 |                      |
| Fringe Benefits       |                      |                                 |                      |
| Travel                |                      |                                 |                      |
| Equipment             |                      |                                 |                      |
| Supplies              |                      |                                 |                      |
| Contractual           |                      |                                 |                      |
| Construction          |                      |                                 |                      |
| Other                 |                      |                                 |                      |
| Indirect <sup>4</sup> |                      |                                 |                      |
| <b>Total</b>          | <b>\$</b>            | <b>\$</b>                       | <b>\$</b>            |

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<sup>4</sup> Per 2 CFR 200.332(b)(1)(xiv)

### **3. Project Funding**

Grantee shall not commence construction of the Project, nor will funds be released hereunder, until the following activities have been completed:

1. All necessary environmental reviews have been completed, and NTIA has approved any necessary decision document, except for the limited permissible activities as follows:
  - a. Pre-construction planning, including engineering and collecting information necessary to complete environmental reviews;
  - b. Studies including, but not limited to, Environmental Assessments, wetland delineations, biological assessments, archaeological surveys, and other environmental reviews and analysis;
  - c. Administrative costs;
  - d. Eligible pre-award application costs
  - e. Activities supporting consultations required under NHPA, the Endangered Species Act and the Clean Water Act; and/or
  - f. Limited, preliminary procurement, including the purchase or lease of equipment, or entering into contracts to do so; the purchase of applicable conditional insurance; and/or funds used to secure land or building leases including right-of-way easements.

### **4. Monitoring, Reporting, and Audit Requirements:**

Grantees must constantly monitor performance to ensure that time schedules are being met, projected milestones are being accomplished, and other performance goals are being achieved in accordance with this Agreement. In addition, all Project activities must be conducted in compliance with federal and state requirements. Problems, delays, or adverse conditions affecting the Grantee's ability to meet this Agreement's objectives or time schedules should be reported to the ABO immediately. The Grantee may report these matters via the Monthly Report form or may provide written Notice to the ABO, as appropriate, at any other time.

This Project will be managed by the Grantee, with signatory authority for execution of the Agreement and subsequent amendments granted to the highest-ranking official who may delegate signatory authority for executing the Agreement and amendments to others within the organization via DGMS. Grantee's highest-ranking official may also designate financial and progress reporting via DGMS. Such delegation is limited to others within the organization unless otherwise approved.

The Grantee must establish and maintain separate accounting for the use of Grant Funds. The use of Grant Funds in any manner contrary to the terms and conditions of this Agreement may result in the subsequent revocation of the Grant and require the return of any balance of Grant Funds. Grantee shall repay to the ABO any Grant Funds provided to Grantee which Grantee expends in violation of this Agreement. Repayment shall be in conformance with the terms outlined in Article 24 (Recovery of Funds) of Attachment C.

The ABO may conduct site visits, and field visits to provide technical assistance and to ensure that the Grant is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement. In addition to providing technical assistance, the ABO may, at appropriate times during program activities, review the Grantee's records to ensure that all applicable state and federal requirements are being met.

The Grantee shall permit the ABO and federal and state auditors to have access to the Grantee's records and financial statements necessary for the Grantor to meet the requirements of 2 CFR 200.332(b)(5). Financial records and other relevant documentation must be maintained for at least six (6) years from the close-out of this Grant Agreement.

The Grant Award is subject to U.S. Office of Management and Budget 2 CFR § 200, Subpart F – Audit Requirements.

Detailed information about Monitoring, Reporting, and Audit Requirements is in Appendix A.

## **5. Project Buildout Milestone Plan Elements**

Engineering Plans submitted in Exhibit E must identify project buildout milestones. Below are the six required project buildout milestone plan elements.

Stage 1: Workforce Readiness

Stage 2: Permitting

Stage 3: Staging and Materials Acquisition

Stage 4: Construction and Deployment

Stage 5: Operational Readiness Transition

Stage 6: Project Close-Out

### **1. Public Notice**

Pursuant to 47 U.S.C. § 1702(h)(4)(G), the Grantee shall carry out public awareness campaigns in their Project areas that are designed to highlight the value and benefits of broadband service in order to increase the adoption of broadband service by consumers, including information about low-cost broadband service options for eligible subscribers. Once the Project has been deployed, Grantee shall provide public notice, online and through other means, of the fact to individuals residing in the locations to which broadband service has been provided and provide a copy of the notice to the ABO.

# **Attachment B**

## **Payment Method**

Grant Funds will not be released until Grantee has provided the ABO with evidence, which in the ABO's sole and absolute discretion verifies that Grantee has secured site control for all parcels of land owned by an Alaska Tribe and/or Alaska Tribal Entities necessary to complete the Project. A Tribal Entity includes "a Tribal Organization, an Alaska Native Corporation, a Native College, and similar entities owned or controlled by native Alaskans". Satisfactory evidence of site control includes copies of a letter, easement, lease, purchase agreement, deed, license, or other document signed by an authorized representative of the property owner that specifically provides site control for the proposed project and affected parcel(s).

### **1. Reimbursement Requests**

Funding under this Agreement will be provided only for authorized, documented expenditures. Each reimbursement request must include all required supporting documentation and be accompanied by the ABO's standardized financial summary form. Supporting documentation includes vendor billings, timesheets, payroll tax forms, and other documentation as requested by the ABO.

The Grantee may batch reimbursement requests to cover a period not exceeding 3 months and no more frequent than 1 month without prior approval from the ABO. Reimbursement requests will be reviewed and processed within 30 days of submission. Payments may be delayed or withheld if the Grantee fails to provide sufficient documentation to the ABO's satisfaction verifying the expenditures or otherwise fails to comply with the conditions of this Agreement.

For each reimbursement request, the Grantee may seek reimbursement for allowable expenditures provided that, in total across all reimbursement requests, no more than 90% of the total BEAD grant award is disbursed prior to closeout. Each request must also demonstrate that the Grantee has expended a proportional share of its required matching funds. For example, if the Grantee cumulatively requests 50% of its total grant award it must also show that approximately 50% of its required match has been spent.

The final 10% of the grant award will be retained and disbursed only upon project close-out and acceptance of the final report confirming that all grant activities and matching requirements have been met.

Unless an extension waiver has been granted by the Assistant Secretary to the U.S. Department of Commerce, no payment will be made for requests received for work completed after the End of Term.

### **2. Eligible Expenditures**

- A. Grantee understands that only the items expressly approved within the approved award budget are eligible for purchase using grant funds. Grant funds shall not be used for any other purpose.
- B. Eligible project costs for direct reimbursement or for match may include, but are not limited to, expenses related to the following budget categories:
  - Project planning.
  - Obtaining construction permits.
  - Construction of facilities, including construction of both "middle mile" and "last mile" infrastructure.

- Customer premise equipment.
- Installation and testing of the broadband service.

C. Ineligible project costs for direct reimbursement or for match may include, but are not limited to:

- Any expenses incurred prior to the project period identified in this Agreement, including costs in applying for this grant (consultants, grant writers, engineering plans, etc.).
- Expenses which are not Build America Buy America (BABA) compliant or covered under an approved BABA waiver.
- Indirect or operational expenses.
- Middle-mile infrastructure that is not directly connected to last-mile infrastructure serving the approved service area.
- Expenses related to the provision of telephone or video services which are not necessary for the delivery of broadband services.
- Fines and penalties.
- Lobbying or advocacy for particular legislative or administrative reform.
- Losses from uncollectible bad debts.
- Personnel not connected to the project.

D. In the event Grantee is not in compliance, Grantor may conduct one or more of the following, as applicable:

- Temporarily withhold cash payments pending correction of the deficiency.
- Disallow all or part of the cost of the activity or action not in compliance.
- Withhold authority to proceed to the next phase until receipt of evidence of acceptable compliance.
- Require the return of grant funds disbursed, plus interest, until/unless compliance is achieved within the period of performance.
- Conduct additional reviews, such as site visits, emails, and phone calls to ensure future compliance with grant requirements.

E. In the event Grantee is considered high-risk for non-compliance, Grantor may conduct one or more of the following, as applicable:

- Review additional documentation to verify that compliance requirements are being met.
- Conduct additional reviews such as site visits, emails, and phone calls to ensure compliance.

### **Match Requirement**

Unless waived<sup>5</sup> or partially waived<sup>6</sup> by the NTIA, all projects will have a 25% match for all awarded funds. Match requirements can be met with cash, in-kind contributions, or a combination thereof and can include any eligible project expense. In the case of an in-kind contribution to satisfy the Match

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<sup>5</sup> Infrastructure Investment and Jobs Act (IIJA) at 60102(a)(2)(G)

<sup>6</sup> IIJA at 60102(h)(3)(A)(ii)

Requirement, the in-kind contribution must be in new, undepreciated, condition and must be fully BABA compliant.

**Unobligated Funds**

Any unobligated balance of funds held by Grantee at the end of the Agreement period shall be returned to ABO or treated in accordance with written instructions provided by ABO.

**3. Withholding of Ten Percent (10%)**

The ABO may withhold ten percent (10%) of the Grant Funds until the ABO determines that the Grantee has satisfactorily completed the terms of this Agreement, including all required reporting and final inspection was completed and approved.

# Attachment C

## Standard Provisions

### **Article 1. Definitions**

“ABO” refers to the Department of Commerce, Community, and Economic Development, Alaska Broadband Office within the State of Alaska.

“Buildout Milestone Plan” refers to a plan that defines the ability to obtain site control within the time period identified.

“Funded Network” means any broadband network deployed and/or upgraded with BEAD Program funds.

“Asset Life” means ten years from the date of Operational Readiness.

“Operational Readiness” refers to the state where all aspects of a project (people, systems and processes) are fully prepared to perform their intended functions efficiently and without issues.

### **Article 2. Indemnification**

The Grantee, its successors and assigns, will indemnify, protect, save, and hold harmless the ABO and the State of Alaska and their authorized agents and employees, from any and all claims, actions, costs, damages, or expenses of any nature whatsoever, including reasonable attorney fees, by reason of the acts or omissions of the Grantee, its contractors, its contractors’ subcontractors, assigns, agents, licensees, invitees, employees, or any person whomever arising out of or in connection with any acts or activities authorized by this Agreement. The Grantee further agrees to defend the ABO and the State of Alaska and their authorized agents and employees in any litigation, including payment of any costs or attorney’s fees for any claims or actions commenced thereon arising out of or in connection with acts or activities authorized by this Agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the ABO or the State of Alaska or their authorized agents or employees, provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the ABO and the State of Alaska and their agents or employees, and (b) the Grantee, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee, or Grantee’s contractors, its contractors’ subcontractors, assigns, agents, licensees, invitees, employees, or any person whomever arising out of or in connection with any acts or activities authorized by this Agreement.

### **Article 3. Legal Authority**

By signing this Agreement, Grantee certifies that it possesses legal authority to accept the Grant Funds and to carry out and deliver the project described in this Agreement. The Grantee’s relation to the ABO and the State of Alaska shall be at all times as an independent Grantee.

### **Article 4. Waivers**

No conditions or provisions of this Agreement can be waived unless approved by the ABO in writing. The ABO’s failure to insist upon strict performance of any provision of the Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any ABO’s right under this Agreement.

### **Article 5. Access to Records**

The ABO and duly authorized officials of the State of Alaska shall have full access and the right to examine, excerpt, or transcribe any pertinent documents, papers, records, and books of the Grantee, and of persons or organizations with which the Grantee may contract, involving transactions related to the project and this Agreement.

Grantee is subject to audit or review by the ABO and NTIA.

## **Article 6. Reports**

The Grantee, at such times and in such forms as the ABO may require, shall furnish the ABO with such periodic reports as it may request pertaining to the activities undertaken pursuant to this Grant Agreement, including the final close-out report, the costs and obligations incurred in connection therewith, and any other matters covered by this Grant Agreement.

## **Article 7. Retention of Records**

The Grantee shall retain financial records, supporting documents, statistical records, and all other Grantee records pertinent to this Agreement for the longer of six (6) years after the expiration or termination of this Agreement, or six (6) years after the submission of the ABO's annual performance and evaluation report, or in the applicable Federal Register notices governing the use of the funds, in which the specific activity is reported on for the final time.

The preceding requirement is, however, subject to the following exceptions:

- a. Records for property and equipment acquired with Grant Funds must be retained for six (6) years after final disposition.
- b. Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained for 6 years after such receivables or liabilities have been satisfied.
- c. If any litigation, claim, or audit is started before the expiration of the 6-year period, the records must be retained for 6 years after all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- d. When the Grantee is notified to do so in writing by US Treasury or NTIA, the cognizant agency for audit as defined in 2 CFR § 200.18, the oversight agency for audit as defined in 2 CFR § 200.73, the cognizant agency for indirect costs as defined in 2 CFR § 200.19, or the ABO, the Grantee shall extend the retention period consistent with the notification.
- e. When records are transferred to or maintained by the US Treasury ABO or NTIA, the 6-year retention requirement is not applicable to the Grantee.
- f. The retention period for the records pertaining to the earning of the program income (as defined in this Agreement) is six years and starts from the end of the ABO's fiscal year in which the program income is earned; and
- g. For indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), and their supporting records:
  - i. If submitted for negotiation, the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the ABO) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
  - ii. If not submitted for negotiation, the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the ABO) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

Notwithstanding the term of this Agreement, all records the Grantee is required to maintain, including supporting documentation, shall be retained for the greater of six (6) years from Project closeout of the Federal award to the ABO, or the period required by other applicable laws and regulations as described in 2 CFR § 200.334.

The Grantee agrees to keep such records as the ABO may require. Such records will include information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. They will also include information pertaining to project performance and efforts to comply with the provisions of the Grant Agreement.

## **Article 8. Assignability**

The Grantee shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation).

## **Article 9. Financial Management and Accounting**

The Grantee shall establish and maintain a financial management and accounting system that conforms to generally accepted accounting principles.

## **Article 10. Program Income**

In the case of subgrants whose major purpose is a broadband infrastructure project, Grantees may retain program income without restriction, including retaining program income for profit. This exception does not alter the prohibition in Section 35 of NTIA's BEAD General Terms and Conditions (November 2025) regarding a profit, fee, or other incremental charge above the actual cost incurred by the Subgrantee.

## **Article 11. Amendments and Modifications**

The Grantee or the ABO may request an amendment or modification of this Agreement. However, such amendment or modification shall not take effect until approved, in writing, by the ABO and the Grantee.

## **Article 12. Procurement**

The Grantee and its contractors may utilize their own written procurement procedures, if those processes are consistent with the specific applicable procurement standards identified in 2 CFR §§ 200.318 through 200.327. If Grantee does not have its own procurement policies that comply with 2 CFR §§ 200.318 through 200.327, Grantee shall follow applicable state and local laws and regulations and conform to the standards identified in AS 36.30.

## **Article 13. State or Federal Excluded Parties List Report**

The Grantee is responsible for ensuring that all sub-grantees or sub-contractors are not listed on the 'Excluded Parties List Report', either State or Federal, which identifies those parties excluded throughout the U.S. Government (unless otherwise noted) from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and non-financial assistance and benefits.

## **Article 14. Recordkeeping**

The Grantee shall establish and maintain records sufficient to enable the ABO to (1) determine whether the Grantee and its lower-tier recipients, contractors, and consultants complied with this Agreement, applicable Federal statutes and regulations, and the terms and conditions of the ABO's Federal award and (2) satisfy recordkeeping requirements applicable to the ABO.

Such records include but are not limited to: Records providing a full description of each activity undertaken; Records demonstrating that each activity undertaken meets the objectives of the Program; Records required to determine the eligibility of activities; Financial records as required by 2 CFR § 200, including records necessary to demonstrate compliance with all applicable procurement requirements; Other records necessary to document compliance with this Agreement, and any other applicable Federal statutes and regulations, and the terms and conditions of ABO's Federal award.

The Grantee shall give NTIA, the Inspector General and the ABO, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by the Grantee pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the Grantee. The Grantee agrees to maintain such records in an accessible location and to provide citizens with reasonable access to such records consistent with State laws governing open records, freedom of information or similar.

The Grantee shall include the substance of this section in all subcontracts.

## **Article 15. Obligations Regarding Third-Party Relationships**

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

No permission for subcontracting shall create, between the ABO or State of Alaska and the subcontractor, any contract or any relationship.

The Grantee shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties of the undertaking of all or any part of the Project described herein. Any subcontractor that is not the Grantee shall be required by the Grantee to comply with all lawful requirements of this Agreement necessary to ensure that the Project is carried out in accordance with the provisions of this Agreement.

The Grantee shall bind all subcontractors to each and every applicable Agreement provision. Each subcontract for work to be performed with Grant Funds shall specifically include a provision that the ABO and the State of Alaska are not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the subcontracts.

#### **Article 16. Conflict of Interest**

No officer or employee of the ABO; no member, officer, or employee of the Grantee or its designees or agents; no member of the governing body of the jurisdiction in which the Project is undertaken or located; and no other official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the Project assisted under this Agreement.

The Grantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this provision. The Grantee shall also disclose in writing any potential conflict of interest to the ABO. Grantee understands and agrees it must maintain a conflict-of-interest policy consistent with 2 CFR § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this Agreement. Grantee must disclose in writing to the ABO any potential conflict of interest affecting the Grant Award in accordance with 2 CFR § 200.112.

Grantee shall disclose all violations of federal and state criminal law involving fraud, bribery, and gratuity violations. Such disclosures shall be reported by Grantee to the ABO within 10 days of Grantee receiving notice of the violation.

#### **Article 17. Political Activity**

No portion of the funds provided hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

#### **Article 18. Notices**

The Grantee shall comply with all public notices or notices to individuals required by applicable state and federal laws and shall maintain a record of this compliance.

#### **Article 19. Prohibition against Payment of Bonus or Commission**

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval or concurrence under this contract provided, however, that reasonable fees of bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

#### **Article 20. Termination by Mutual Agreement and Convenience**

This Agreement may be terminated, in whole or in part, prior to the completion of the Project when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of Grant Funds. The ABO will determine whether an environmental review of the cancellation is required under State and/or Federal law. The parties must agree on the termination conditions, including effective date and the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date of the termination and shall cancel as many outstanding obligations as possible. The ABO shall make Grant Funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.

The ABO may terminate this Agreement at any time, in whole or in part, for any reason determined by the ABO to be in the ABO's best interest. The ABO shall make Grant Funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.

### **Article 21. Termination for Cause**

If the Grantee fails to comply with the terms of this Agreement, or fails to use the Grant Funds for only those purposes set forth herein, the ABO may take the following actions:

- a. Suspension - After notice in writing by certified mail to the Grantee, suspend the Grant and withhold any further payment or prohibit the Grantee from incurring additional obligations of Grant Funds, pending corrective action by the Grantee or a decision to terminate. Grantee shall respond within fifteen (15) days of receipt of the written notice.
- b. Termination - Terminate the Grant in whole or in part, at any time before the final Grant payment is made. The ABO shall promptly notify the Grantee in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Payments made to the Grantee or recoveries by the ABO shall be in accordance with the legal rights and liabilities of the parties.

### **Article 22. Withdrawal of Funds**

In the event funding from the state, federal, or other sources is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement and prior to Project completion, the ABO may terminate the Agreement, reduce funding, or re-negotiate subject to those new funding limitations and conditions. A termination under this article shall be implemented under the same conditions as a termination under Article 21 of this Attachment.

### **Article 23. Events of Default, Remedies and Recovery of Funds**

- a. The following events constitute events of default hereunder and the ABO will give written Notice of Default to the Grantee if the Grantee:
  - i. Fails to begin work under this Grant Agreement within the time specified;
  - ii. Fails to perform the work with sufficient workers, equipment, or materials to ensure the prompt completion of the work;
  - iii. Fails to complete the work timely;
  - iv. Discontinues the work;
  - v. Fails to resume work after a discontinuance within a reasonable time after notice from the ABO to resume the work;
  - vi. Becomes insolvent or files for bankruptcy;
  - vii. Allows any final judgment to be entered against Grantee and the judgment remains unsatisfied for a period of 60 days;
  - viii. Makes an assignment for the benefit of creditors without the ABOs consent;
  - ix. Fails to comply with any requirement under Section 60102 of the Infrastructure Act or the BEAD Notice of Funding Opportunity;
  - x. Fails to comply with the low-cost broadband service option requirement set out in Section 60102(h)(4)(B) of the Infrastructure Act;
  - xi. Fails to meet statutory obligations, or engages in wasteful, fraudulent, or abusive expenditure of grant funds;
  - xii. Breaches or defaults on any indebtedness related to the Project and fails to cure such default in the time permitted under the financing instrument;
  - xiii. Fails to continuously maintain its bond, letter of credit or other financial assurance as required; or
  - xiv. Fails to comply with any provision of this Grant Agreement.
  - xv. Fails to continuously provide broadband service on a retail basis in the Project area at any time.

The ABO's written Notice of Default will include a notice to cure and will establish a date upon which the cure must be completed. The ABO may extend the time to cure in its absolute and sole discretion. In the event Grantee fails to cure the default, the ABO may terminate this agreement, seek repayment of funds provided and/or seek any other remedy available to it at law or in equity.

## **Article 24. Recovery of Funds**

In the event of a default, the ABO may institute actions to recover all, or part of the project funds paid to the Grantee. Repayment by the Grantee of grant funds under this recovery provision shall occur within thirty (30) days of demand. Nothing in this provision shall prohibit the ABO from recovering any other damages or relief available to it at law or in equity. In the event the ABO is required to repay any grant funds to NTIA or the Federal Government as a result of Grantee's actions or inactions, then Grantee shall be required to pay to the ABO any such sums upon written demand of the ABO to Grantee. Such sums include but are not limited to the penalties. The ABO may also impose a) additional award conditions; b) payment suspension; c) award suspension; d) grant termination; e) de-obligation/claw back of funds; or debarment of organizations and/or personnel; and f) sell the Project network capacity at reasonable, wholesale rates on a nondiscriminatory basis to other broadband service providers or public sector entities.

All remedies conferred on the ABO by this Grant Agreement, Federal or State law, or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the ABO's option.

## **Article 25. Encumbrances and Security Interests**

Subject to the exception below, Grantee must not encumber property without prior disclosure to and approval from the ABO, NTIA and NIST. Grantee may not enter into any encumbrances that interferes with the construction, intended use, operation, or maintenance of grant funded property during Federal Interest Period set forth below.

Grantee may encumber real property and equipment acquired or improved under this Agreement only after provision of notice to the ABO and NTIA, and subject to a requirement that the U.S. Department of Commerce (DOC) receives either a first priority security interest (preferred) or a shared first priority security interest in the real property and equipment such that, if the real property and equipment were foreclosed upon and liquidated, the DOC would be entitled to receive, on a pari-passu basis with other first position creditors, the portion of the current fair market value of the property that is equal to the DOC's percentage of contribution to the project costs. For example, if the encumbered property was paid for with grant funds accounting for 50% of the property, the DOC would receive, on a pari-passu basis, 50% of the current fair market value of the property when liquidated.

The Federal interest in all real property or equipment acquired or improved as part of this Grant will continue for ten years after the year in which the Grant has been closed out in accordance with 2 CFR 200.344. This Federal interest shall apply regardless of whether the asset is acquired or improved with Federal funds or non-Federal matching funds. For example, for all subgrants closed out in 2027, regardless of the month, the Federal interest will last until December 31, 2037.

To document the Federal interest in BEAD-funded real property, the Grantee must prepare and properly record a "Covenant of Purpose, Use and Ownership" (Covenant). The Covenant differs from a traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest to NTIA. Rather, pursuant to the Covenant, the Grantee acknowledges that it holds title to the BEAD-funded property in trust for the public purposes of the BEAD financial assistance award and agrees, among other commitments, that it will repay the Federal interest if it disposes of or alienates an interest in the BEAD-funded property, or uses it in a manner inconsistent with the public purposes of the BEAD award, during the useful life of the BEAD-funded property. The Covenant must be properly recorded in the applicable recorder's office where the Project is located in the State of Alaska in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the BEAD-funded property during its useful life and that NTIA retains an undivided equitable reversionary interest in the BEAD-funded property during the Federal Interest Period.

**UCC-1 Filing & Attorney's Certification.** Pursuant to 2 CFR § 200.316, after acquiring all or any portion of the equipment under this Agreement, the Grantee shall properly file a UCC-1 with the appropriate State office where the equipment will be located in accordance with the State's Uniform Commercial Code (UCC). This security interest shall be executed in advance of any sale or lease and not later than closeout of the Grant. The UCC filing(s) must include the below or substantively similar language providing public notice of the Federal interest in the equipment acquired with BEAD funding. Also, a clear and accurate inventory of the subject equipment must be attached to and filed with the UCC-1.

*The Equipment set forth at Attachment A hereto was acquired with funding under a financial assistance award (Award Number) issued by the National Institute of Standards and Technology, U.S. Department of Commerce. As such, the U.S. Department of Commerce retains an undivided equitable reversionary interest (Federal interest) in the Equipment for 10 years after the end of the year in which the award is closed out in accordance with 2 CFR 200.344.*

In addition, within 15 calendar days following the required UCC filing(s), the Grantee shall provide the ABO with complete and certified copies of the filed UCC forms and attachments for the equipment acquired with Grant Funds, along with a certification from legal counsel, licensed by the State within which the filings were made (Attorney's Certification), that the UCC filing was properly executed and filed in accordance with applicable state law. The Attorney's Certification must include the following or substantively similar language:

NIST Award Number: 02-20-B066

*Pursuant to 28 USC 1746, I hereby certify as follows:*

*I am legal counsel at . \_\_\_\_\_*

*I am licensed to practice law in the State of having been a license holder of said state and in good standing since \_\_\_\_\_ .*

*Attached hereto is a certified copy of UCC-1 form(s) reflecting that this document was filed in the \_\_\_\_\_, on \_\_\_\_\_, 202x, bearing the following filing information [insert filing data, e.g., instrument number, etc.] and consists of recorded pages as certified by the Secretary of State of \_\_\_\_\_.*

*I certify that this UCC-1 form(s) has/have been validly executed and properly recorded as noted above. I certify under the penalty of perjury that the foregoing is true and correct.*

*Executed on this day of \_\_\_\_\_.*

*(Attorney name and title) (Address and phone number)*

In addition, during the estimated useful life of the equipment, the Grantee shall timely file any necessary UCC-3 continuation statements (or other filings) for the subject equipment consistent with the requirements set forth herein. Copies of all filed UCC continuation statements, together with an Attorney's Certification, must be submitted to the ABO within 15 calendar days following each such filing. The UCC filing(s) and the accompanying Attorney's Certification(s) must be acceptable in form and in substance to the ABO and NTIA and the National Institute of Standards and Technology (NIST) Grants Officer.

#### **Article 26. Non-Reliance on Future Federal Funds**

Grantee shall certify that it will not rely on nor is the Project contingent upon Grantee's receipt of any future federal funds for broadband network deployment and operations to BEAD-funded locations. Grantee further certifies it will not accept any additional federal broadband service subsidies BEAD-funded locations. The certification is attached as Exhibit F.

For purposes of this Agreement, a Federal broadband subsidy does not include funds secured through the Alaska Connect Fund and Lifeline.

#### **Article 27. Sanctions**

In the event of a Recipient's noncompliance with applicable law or Program requirements or guidance, NTIA may impose additional conditions on the receipt of additional Alaska Broadband Grant Program funds by the Recipient, terminate further payments from the Alaska Broadband Grant Program, seek the repayment of previous Alaska Broadband Grant Program payments, or take other available remedies pursuant to 2 CFR §200.339.

#### **Article 28. Disputes**

Except as otherwise provided in this agreement, any dispute arising under this Agreement that is not disposed of by mutual agreement shall be decided by the ABO, which shall reduce its decision to writing and mail, or otherwise furnish a copy thereof, to the Grantee. The decision of the ABO may be appealed to the Commissioner. Any appeal to the Commissioner shall be served upon the Commissioner within 15 days of the ABO's providing notice of decision to the Grantee. The Commissioner shall decide an appeal within 30 days of its receipt and provide the

decision on appeal in writing to the Grantee within that time frame. All notices required to be provided hereunder shall be deemed delivered when delivered by e-mail or when received by Grantee when sent by certified mail, return receipt requested.

#### **Article 29. Jurisdiction and Venue**

This grant agreement shall be governed by the laws and statutes of the State of Alaska. The venue of any suit hereunder shall be in the Superior Court for the First Judicial District, Juneau, Alaska.

#### **Article 30. Ownership of Project/Capital Facilities**

The ABO makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement and, by this Grant does not and will not acquire any ownership interest or title to such property of the Grantee. The Grantee shall assume all liabilities arising from the ownership and operation of the Project.

#### **Article 31. Site Control**

If the Project involves the occupancy and use of real property, the Grantee assures that it has the legal right to occupy and use such real property for the purposes of this Agreement, and further that there is legal access to such property. Grantee's failure to obtain site control within the time period identified in the Buildout Milestone Plan constitutes a breach of this Agreement.

#### **Article 32. Insurance**

The Grantee shall maintain insurance as required in Appendix B to the Agreement.

#### **Article 33. Subcontracts for Engineering Services**

In the event that the Grantee subcontracts for engineering services, the Grantee will require that the engineering firm certify that it is authorized to do business in the State of Alaska. The Grantee shall require any engineering firm or other licensed professionals hired to work on the Project to be insured and bonded as required in Appendix B to this Agreement.

#### **Article 34. Compliance with Laws**

The Grantee shall perform all aspects of this Project in compliance with all applicable federal, state and local laws and regulations. It is the responsibility of the Grantee to ensure that all permits required for the construction and operation of this project by the federal, state or local governments have been obtained. The Grantee shall require all contractors and subcontractors to comply with all applicable federal, state and local laws and regulations.

#### **Article 35. Prevention of Waste, Fraud and Abuse**

The Grantee must establish and widely publicize a telephone number and email address for the Grantee's ethics office, or comparable entity, for the purpose of reporting fraud, waste, or abuse in the Program. Prior to the execution of the Grant Agreement the Grantee must provide the ABO with the contact information and describe when and how the contact information will be made public.

Grantor may require Grantee and its employees to take a government sponsored training on prevention of waste, fraud, and abuse. Grantee shall monitor all Grant Funds for common fraud schemes, including, but not limited to:

- a. False claims for materials and labor;
- b. Bribes related to the acquisition of materials and labor;
- c. Product substitutions;
- d. Mismatching or mislabeling on products and materials; and
- e. Time and materials overcharging.

Should Grantee detect any fraud schemes or other suspicious activity, the Grantee must immediately contact the ABO in writing.

#### **Article 36. Protection of Whistleblowers**

Grantee, its contractors and subcontractors shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. §4712 in the employees' predominant native language. The written notice shall include a provision that any employee who believe they have been subjected to retaliation for protected whistleblowing can contact the ABO and the U.S. Department of Commerce, Office of Inspector General Hotline found at <https://www.oig.doc.gov/Pages/Hotline.aspx>. or the U.S. Office of Special Counsel, toll free at 1-800-872-9855.

### **Article 37. Protected and Proprietary Information**

The Grantee shall support Project reviews and evaluations by submitting required financial and performance information and data in an accurate and timely manner, and by cooperating with the ABO and external program evaluators. In accordance with 2 CFR 200.303(e), Grantee is reminded that they must take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained in connection with this Grant.

### **Article 38. Budget Flexibility**

Notwithstanding the provisions of Article 11, Attachment C, the Grantee may revise the project budget in Attachment A without a formal amendment to this Agreement. Such revisions are limited within each budget line item to a maximum of 10% of the line item or \$10,000, whichever is less, over the entire term of this Grant Agreement. Such budget revisions shall be limited to changes to existing budget line items. Budget revisions may not be used to increase any budget item for project administrative expenses. Changes to the budget beyond the limits authorized by this provision may only be made by a formal amendment to this Agreement as required by Article 11, Attachment C.

### **Article 39. Equal Employment Opportunity (EEO)**

During the term of this Agreement, the Grantee agrees as follows:

(1) The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee will take affirmative action to ensure that applicants for employment and employees are treated before and during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Grantee will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Grantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Grantee's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

#### **Article 40. Operation and Maintenance**

Throughout the useful life of the Project, the Grantee, its successors or assigns, shall be responsible for the operation and maintenance of any facility, equipment, or other items acquired under this Grant Agreement.

#### **Article 41. Assurance**

The Grantee shall spend Grant Funds under this Agreement only for the purposes specified in this Agreement.

#### **Article 42. Current Prevailing Rates of Wage**

Certain grant projects are constrained by the provisions of AS 36. PUBLIC CONTRACTS. To the extent that such provisions apply to the Project, which is the subject of this Agreement, the Grantee shall pay the current prevailing rates of wage to employees as required by AS 36.05.010. The Grantee shall also require any contractor and their subcontractors to pay the current prevailing rates of wage as required by AS 36.05.010.

#### **Article 43. Severability**

If any provision of this Agreement is declared invalid, illegal, or unenforceable by any court having jurisdiction under this Agreement, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement.

#### **Article 44. Performance**

The ABO's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any of the ABO's rights under this Agreement.

#### **Article 45. Sovereign Immunity**

If the Grantee is an entity which possesses sovereign immunity, it is a requirement of this Grant Agreement that the Grantee irrevocably waive its sovereign immunity with respect to the ABO's enforcement of this Agreement. The waiver of sovereign immunity shall be affected by a resolution of the entity's governing body or as required by the Sovereign's constitution. Grant funds will not be released to any entity that enjoys sovereign immunity until the waiver required herein is provided to the ABO.

#### **Article 46. Audit Requirements**

The Grantee, including all for-profit entities, shall comply with the audit requirements established in 2 AAC 45.010 and U.S. Office of Management and Budget 2 CFR § 200, Subpart F – Audit Requirements as set forth in Appendix A of this Agreement.

#### **Article 47. Close-Out**

The ABO will advise the Grantee to initiate close-out procedures when the ABO determines, in consultation with the Grantee, that there are no impediments to close-out and that the following criteria have been met or soon will be met:

- a. All costs to be paid with grant funds have been incurred with the exception of close-out costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received, or contract work is performed.
- b. The last required performance report has been submitted. The Grantee's failure to submit a report will not preclude the ABO from effecting close-out if it is deemed to be in the State's interest. Any excess grant amount that may be in the Grantee's possession shall be returned by the Grantee, within 30 days of notice, in the event of the Grantee's failure to finish or update the report.
- c. Other responsibilities of the Grantee under this Agreement and any close-out agreement and applicable laws and regulations appear to have been carried out satisfactorily or there is no further ABO interest in keeping the Grant open for the purpose of securing performance.
- d. The Grantee shall closeout its use of the Grant and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.344. Activities during this closeout period may include, but are not limited to:

- i. Making final reimbursements,
- ii. Disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the ABO), and
- iii. Determining the custodianship of records.

#### **Article 48. Property Standards**

Grantee shall comply with the property provisions of 2 CFR §§ 200.310 – 316. These standards shall apply from the date Grant Funds are first spent for the property until five years after closeout of the Grant. The Grantee may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made, unless the Grantee complies with 2 CFR § 200.311 and any other applicable federal statute, rule or regulation.

#### **Article 49. Notices**

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “Notice”) must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by each Party from time to time in accordance with this Section). The Parties shall deliver Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Notwithstanding the above, notices or other communications can also be deemed as delivered when sent by email with confirmation of read receipt requested or, in the absence of a read receipt, five (5) business days after the Notice was sent. In any event, a Party’s reply must not be unreasonably withheld. If Notice is sent by email, then to ABO at [ced.abo.general@alaska.gov](mailto:ced.abo.general@alaska.gov); and to Grantee at the email address set forth on the first page of this Agreement.

#### **Article 50. Permitting**

NTIA has determined that state and local permitting processes may significantly impair the ability of broadband providers to deploy networks in a timely and effective manner. Accordingly, NTIA has mandated that ABO incorporate the requirements of Section 13D of NTIA’s BEAD General Terms and Conditions (November 2025).

1. Consistent with any relevant legal requirements and authorities, Grantee will establish procedures to ensure that broadband-related permit applications are promptly accepted, and requests are approved or denied within 90 days, including by:
  - a. Assisting state and local authorities in establishing a single, dedicated point of contact, which has knowledge of the application and review processes, for broadband-related permits.
  - b. Providing technical assistance to permitting agencies to ensure sufficient capacity (e.g., Master Agreement and Consultant Reimbursement Agreement templates, surge support for permit processing, etc.)
  - c. Providing deference to the construction techniques chosen by BEAD Subgrantees (without seeking to influence those decisions), absent any identified safety concerns.
  - d. Maximizing streamlined processing through permitting by rule; batch processing of substantially similar permit requests; and waiving or expediting duplicative or burdensome broadband permitting requirements where possible.
  - e. Following FCC rules regarding timelines, rates, terms, and conditions for access to municipally owned poles and conduit for broadband projects—including provisions in the FCC’s rules providing for “one-touch make-ready” and “self-help”—and requiring BEAD Subgrantees that own poles (including cooperatives) to comply with FCC rules across their footprint.
2. Grantee will seek to minimize state and local permitting-related costs for broadband deployments and ensure (1) permitting fees are a reasonable approximation of the state or local government’s costs, (2) only objectively reasonable costs are factored into those fees, and (3) the fees are no higher than the fees charged to similarly situated competitors in similar situations.

3. Grantee will establish Permitting Roundtables<sup>7</sup> and/or working groups of relevant federal, state, local, and tribal authorities and representatives of impacted industries—including utility pole owners, railroads, communications providers, and BEAD subgrantees—that will:
  - a. Meet regularly to identify and facilitate resolution of any delays or disputes related to deploying BEAD-funded facilities.
  - b. Collect complaints (and supporting information) from Subgrantees that are not timely resolved through this process and escalate such complaints through the appropriate Permitting Roundtable or working group.
4. Grantee will track, publicly post, and submit to NTIA, as part of its Semi-Annual Report, information on subgrantee compliance with the NEPA milestone schedules<sup>8</sup> and data regarding unresolved complaints from Subgrantees, including: (1) issues escalated through the Permitting Roundtable or working group; (2) delays in broadband-related projects that Subgrantees attribute to a state or local prohibition on using its preferred construction techniques; and (3) delays in broadband related projects that Subgrantees attribute to state and/or local authorities failing to follow FCC rules regarding pole attachment timelines, rates, terms, and conditions for access to municipally owned poles and conduit for broadband projects.

### **Article 51. ABO's Certification**

The ABO and any agency, instrumentality, or subdivision thereof, agree not to enforce any law, regulation, executive order, contracting requirement, or other enforceable obligation that directly or indirectly regulates in any way the rates, terms, and conditions of broadband internet service, whether on a retail, wholesale, or network basis, or imposes net neutrality rules, open access, or other utility-style rules on broadband internet service, against the Subgrantee or its affiliates anywhere it provides service within the Grantee's jurisdiction, while that Subgrantee has any subgrant that is still within its period of performance, extended period of performance, or federal interest period. For purposes of this provision, a "net neutrality rule" is any law, order, contracting requirement, or other enforceable obligation by the Grantee that prohibits internet service providers from, among other things, blocking content, throttling speeds, imposing data caps, or engaging in paid prioritization, or that imposes a general conduct or similar standard upon internet service providers.

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<sup>7</sup> See NTIA's Permitting Roundtables Implementation Guide.

<sup>8</sup> See [BEAD General Terms and Conditions](#) Section 13.B.

# Appendix A

## Monitoring, Reporting, and Audit Requirements

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR § 200 apply to this Grant Agreement, except for any provisions the ABO may determine are inapplicable to an award and subject to such exceptions as may be otherwise provided by NTIA. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

### I. Monitoring

#### Site Visit (in-person)

The ABO may conduct annual in-person site visits. The ABO will provide 30 days' notice prior to a site visit, along with a list of questions and documentation to be inspected. The ABO reserves the right to conduct additional Site Visits as deemed necessary in its sole and absolute discretion.

#### Field Visits (in-person)

To ensure construction and deployment activities conform to the approved engineered plans and network design, the ABO may conduct annual in-person field visits. The ABO will provide 30 days' notice prior to a field visit, along with a list of interview questions and points to be inspected. The ABO reserves the right to conduct additional field visits as deemed necessary in its sole and absolute discretion.

#### Final Inspection

The Grantee will schedule a final inspection for the project and other construction activities when all construction has been completed but prior to the end of the Period of Performance, after the Grantee's engineers have conducted an inspection ensuring any deficiencies are corrected. The Grantee, no later than the end of the Period of Performance, shall schedule a final inspection with representatives of the ABO, and the ABO's engineering contractor for the Project Area. The NTIA will be given reasonable advance notice of each final inspection so that a representative of NTIA may participate.

### II. Reporting

**Semi-annual Reporting :** Grantee must submit semi-annual performance reports ("SAR") on an ABO approved template for the duration of the grant and must describe the activities conducted with grant funds and demonstrate alignment with applicable requirements. SARs will be due thirty (30) calendar days after the end date of each reporting period.

In addition to the list below the Grantee may need to provide additional information and/or data as required for the State of Alaska's semi-annual reporting to the NTIA:

- Description of the types of facilities that have been constructed and installed.
- Description of the peak and off-peak actual speeds of the broadband service being offered.
- Identification of the maximum advertised speed of the broadband service being offered.
- Description of the nonpromotional prices, including any associated fees, charged for different tiers of broadband service being offered, including the LCSO.
- A list of addresses or location identifications (including the Broadband Serviceable Location Fabric established under 47 U.S.C. 642(b)(1)(B)) that constitute the service locations that will be served by the broadband infrastructure to be constructed and the status of each Project(s).
- Identification of new locations served within each Project area at the relevant reporting intervals, and service taken (if applicable) and indication of whether each address or location is residential, commercial, or a community anchor institution.
- Speed and Latency testing – report on results of completed speed and latency testing.
- An SF425 Federal Financial Report Form.
- Requirements of any Specific Award Conditions (SACs) specific to each Grantee identified in the Grant Agreement (if applicable).

Grantees shall utilize the [Performance Measures for BEAD Last Mile Networks Policy Notice](#) and [Primer](#) in preparation of the information required above.

Additional items that must be reported on an annual basis or when changes or updates occur to items in the below list. These items should be submitted with the SAR for the reporting period in which the change took place.

- Copy of Letter of Credit or Performance Bond, if there are changes from the original.
- Any copies of new or updated contracts with third parties.
- Audited Financial Statements for Grantee organization, including State and Federal Single Audits if Grantee's federal grant expenditures from all sources reach or exceed \$750,000 or audited financial statements of Grantee's parent company of the statements meet all relevant requirements in the BEAD NOFO, 2 C.F.R. Part 200, and the BEAD General Terms and Conditions.
- Disclosures of any new public funding sources.
- Copy of Active Alaska Business License.
- A copy of confirmation that data was submitted to the Federal Communications Commission (FCC) Broadband Data Collection System portal demonstrating compliance with data and mapping collection standards of the FCC for broadband projects.
- Most recent SSAE 18 SOC 3 audit for all third-party vendors.
- Copy of active SAM.gov registration.

**Progress Reports:** Additional progress reports may be requested by the ABO as needed to support ongoing monitoring and timely updates to the public dashboard reflecting the milestones outlined below:

- Workforce Readiness
- Permitting
- Staging and Materials Acquisition
- Construction and Deployment
- Operational Readiness Transition
- Project Close-Out

Grantee will be required to submit all financial, performance, and progress reports to the ABO no later than 90 calendar days after the conclusion of the Grant Period of Performance.

It is incumbent on the Grantee to communicate with the ABO regarding all reporting matters. In the unforeseen event that DGMS is not operational, Grantee must submit reports via email directly to the ABO at [ced.abo.general@alaska.gov](mailto:ced.abo.general@alaska.gov).

### III. Audit

1. Grantees must contract for annual independent audits of their financial operations, including compliance with Federal and State laws and regulations. The contracts for independent audit must be done in accordance with 2 CFR §200, Subpart F, if the following circumstances occur:
  - a. If Grantee expends \$1,000,000 or more in a year in total federal funds (Program funds plus any other federal funds), they must submit an annual audit that should be made in accordance with 2 CFR § 200, Subpart F. This audit should also include a Project Cost Schedule and a Source and Application of Funds Schedule.

The Department will accept the consolidated audit of a parent company in lieu of the Grantee, if the audited statements meet all applicable requirements in the BEAD NOFO, 2 C.F.R. Part 200, and the BEAD General Terms and Conditions.
2. Grantees that expend less than \$1,000,000 in a year in total Federal (Program funds plus any other federal funds) awards are exempt from Federal (but not State) audit requirements for that year. However, records must be available for review. In these cases, a copy of the State Audit as well as the Project Cost Schedule and Source and Application of Funds Schedule must be submitted.
3. Grantees are required to submit audits according to State laws and regulations.

4. Audits must include an examination of internal control systems established to ensure compliance with laws and regulations affecting the expenditure of Grant Funds, financial transactions, and accounts and financial statements, and reports of Grantee organizations. These examinations are to determine whether:
  - a. There is effective control over and proper accounting for revenues, expenditures, assets, and liabilities.
  - b. The financial statements are presented fairly in accordance with generally accepted governmental accounting principles.
  - c. The monthly reports to the ABO contain accurate and reliable financial data and are presented in accordance with the terms of this Agreement.
  - d. Grant Funds are being expended in accordance with the terms of this Agreement and those provisions of Federal and State law or the ABO regulations that could have a material effect on the financial statements.
5. To accomplish the purposes set forth above, a representative number of charges to the Grant award shall be tested. The test shall be representative of all cost categories that materially affect the Grant. The test is to determine whether the charges:
  - a. Are necessary and reasonable for the proper administration of the program.
  - b. Conform to any limitations or exclusions of the Grant itself.
  - c. Were given consistent accounting treatment and applied uniformly to the Grant and other activities of the Grantee.
  - d. Were net of applicable credits.
  - e. Did not include costs properly chargeable to other programs.
  - f. Were properly recorded (i.e., correct amount and date) and supported by source documentation.
  - g. Were approved in advance if subject to prior approval.
  - h. Were incurred in accordance with competitive purchasing procedures if applicable.
  - i. Were allocated equitably to benefiting activities, including non-Program activities.
6. If an acceptable annual audit is completed within a short period of time prior to close-out of a Grant, the ABO will request reimbursement documentation of the unaudited funds and then formally close the Agreement.
7. If the auditor becomes aware of irregularities in the Grantee organization, the auditor shall promptly notify the ABO and Grantee management officials above the level of involvement. Irregularities include such matters as conflicts of interest, falsification of records and reports, and misappropriation of funds or other assets.
8. The annual audited financial statements shall include:
  - a. A statement that the audit was conducted in accordance with 02 AAC 45.101 and 2 CFR § 200, Subpart F.
  - b. Financial statements, including the schedule of expenditures of Federal awards, including footnotes, of the Grantee organization or the consolidated audit of a parent company in lieu of the Grantee, if the audited statements meet all applicable requirements in the BEAD NOFO, 2 C.F.R. Part 200, and the BEAD General Terms and Conditions.
  - c. The auditor's report on the financial statement which should:
    - (i) Identify the statements examined and the period covered.
    - (ii) State that the audit was done in accordance with the Generally Accepted Government Auditing Standards.
    - (iii) Express an opinion as to whether the financial statements of the Grant are presented fairly in all material respects in conformity with the stated accounting policies.
    - (iv) Report on internal controls related to the Grant, which shall describe the scope of testing of internal control and the results of the test.
    - (v) Report on compliance which includes an opinion as to whether the audit is in compliance with laws, regulations, and the provisions of this Agreement which could have a direct and material effect on the Grant.
    - (vi) Include a schedule of findings and questioned costs for the Grant.
    - (vii) Identify the major programs.
    - (viii) State the dollar threshold used to distinguish between programs.
    - (ix) Determine whether the audit qualifies as a low-risk audit.
9. The auditor's reports on compliance and internal control should:
  - a. Include comments on weaknesses or noncompliance with the systems of internal control, separately identifying material weaknesses.

- b. Report the scope of testing of internal control and the results of the tests, and where applicable, a separate schedule of findings and the questioned cost.
  - c. Include a statement that the audit is in compliance with laws, regulations, and the provisions of this Agreement that could have a direct and material effect on each major program according to the Federal and State law and where applicable, a separate schedule of findings and questioned cost.
  - d. Provide a Summary Schedule of prior audit findings that report the status of all audit findings included in the prior audit's schedule of findings and questioned costs relative to Grant. The Summary Schedule shall also include audit findings reported in the prior audit's schedule of prior audit findings except audit findings listed as corrected.
  - e. When audit findings were fully corrected, the summary schedule need only list the audit findings and state which corrective action was taken or provide a statement of planned actions taken by Grantee.
  - f. A Source and Application of Funds Schedule and a Project Cost schedule for all Grant Funds. This Agreement number should also be shown. Please note that if the Grantee's total federal expenditures meet or exceed the guidelines of 2 CFR §200, Subpart F, (\$1,000,000), the Federal Schedule of Financial Assistance can be substituted for the Source and Application of Funds Schedule.
  - g. Comments on the accuracy and completeness of financial reports or reimbursement to the ABO.
  - h. Comments on corrective action taken or planned by the Grantee.
10. Work papers and reports must be retained for a minimum of six (6) years from the date of the audit report, unless the auditor is notified in writing by the ABO of the need to extend the retention period. The audit work papers must be made available upon request of the ABO or its designees and the General Accounting Office or its designees.
11. When an audit discloses significant findings, the Grantee will be called upon by the ABO to take corrective action. Depending upon the nature of the inadequacies, drawdown of funds, final closeout or subsequent disbursement of Grant Funds may be delayed or denied until corrective action has been taken.

#### **IV. Corrective Actions**

The ABO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The ABO may require the Grantee to take timely and appropriate action on all deficiencies pertaining to the Grant provided to the Grantee from the pass-through entity detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this Agreement, the ABO may impose additional conditions on the use of the Grant Funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. The Grantee shall be subject to reviews and audits by the ABO, including on-site reviews of the Grantee as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2).

# Appendix B

## Insurance and Bonding

Grantee agrees it will comply with the following insurance and bonding requirements for itself, its contractors and its contractor's subcontractors.

### I. Insurance

Without limiting Grantee's and Grantee's contractor's indemnification, it is agreed that the Grantee and Grantee's contractors shall purchase at their own expense and maintain in force at all times during the performance of services under this grant agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the policy contains higher limits, the ABO shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished via DGMS prior to beginning work and must provide for a thirty (30) day prior notice of cancellation, non-renewal or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the grant agreement and/or contractor's services.

#### 1.1 Worker's Compensation Insurance

The Grantee and its contractors shall provide and maintain, for all employees of the Grantee and its contractors engaged in work under this contract, Worker's Compensation Insurance as required by AS 23.30.045. The Grantee's contractor shall be responsible for Worker's Compensation Insurance for any subcontractor who directly or indirectly provides services under this grant agreement. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection is not less than \$100,000.00 per occurrence. Where applicable, coverage for all federal acts (i.e., USL &H and Jones Acts) must also be included.

#### 1.2 Comprehensive (Commercial) General Liability Insurance

With coverage limits not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements. The ABO shall be named as an additional insured.

#### 1.3 Comprehensive Automobile Liability Insurance

Covering all owned, hired, and non-owned vehicles with coverage limits not less than \$500,000.00 per person/\$1,000,000.00 per occurrence bodily injury and \$50,000.00 property damage.

#### 1.4 Professional Liability Insurance

Covering all errors, omissions or negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to the State. Limits required are per the following schedule:

| <b>Contract Amount</b> | <b>Minimum Required Limits</b>                          |
|------------------------|---|
| Under \$100,000        | \$100,000 per occurrence/\$300,000 annual aggregate     |
| \$100,000-\$499,999    | \$500,000 per occurrence/\$1,000,000 annual aggregate   |
| \$500,000-\$999,999    | \$1,000,000 per occurrence/\$2,000,000 annual aggregate |
| \$1,000,000 or over    | \$2,000,000 per occurrence/\$5,000,000 annual aggregate |

## **II. Bonding or Letter of Credit**

Applicants must provide a form of project performance security choosing from three options.

### **2.1. Option 1: 25% Irrevocable Standby Letter of Credit from a Bank or Credit Union.**

If option 1 is selected, as a condition of approval of the grant award, the successful subgrantee must submit an Irrevocable Standby Letter of Credit (using the template provided as Exhibit A) equal to 25% of the total project cost and a Bankruptcy Opinion-of-Counsel Letter, using the template provided as Exhibit B.

### **2.2. Option 2: 100% Performance Bond.**

As a condition of approval of the grant award, the successful subgrantee must obtain and submit a performance bond, acceptable in all respects to the ABO and in a value of no less than 100% of the total project cost. No Bankruptcy Opinion of Counsel Letter is required when Option 2 is used.

### **2.3. Option 3: 10% Alternative Letter of Credit or Performance Bond.**

Under Option 3 applicants must follow all the requirements of Option 1 or Option 2, but may reduce the amount, of Option 1 - 25% Irrevocable Standby Letter of Credit or Option 2 – 100% Performance Bond, to 10% if the applicant agrees to the following requirements upon becoming a successful subgrantee:

#### **2.3.1. Reimbursement.**

The Alaska Broadband Office issues funding to the subgrantee on a reimbursable basis consistent with Section IV.C.1.b of the federal BEAD NOFO.

#### **2.3.2. Reporting.**

Financial Progress Reports, and corresponding requests for reimbursement must be submitted monthly by the subgrantee.

#### **2.3.3. Maintenance of Letter of Credit or Performance Bond.**

The subgrantee commits to maintain a letter of credit or performance bond in the amount of 10% of the subaward until it has demonstrated to satisfaction of the ABO that it has completed the buildout of 100 percent of locations to be served by the project or until the period of performance of the subaward has ended, whichever occurs first.

### **2.4. LEO Provider Requirements**

A LEO provider may reduce its Letter of Credit or performance bond by 50% at the point of certification that service is available to each location in the project area. The Letter of Credit or performance bond can be reduced by an additional 25% of the original amount after the subscription rate reaches at least 25% of all locations in the project area and may be closed out once the subscription rate reaches 50%. The reduction in the Letter of Credit obligations continues to be allowable even if the subscription rate later drops. Regardless of the subscription rate, the Letter of Credit may be terminated four years after the LEO Capacity Subgrantee certifies that it can initiate broadband service within 10 business days of a request to any covered BSL in the project area. Proof of subscription rate must be provided to the ABO, upon which written permission will be provided to the LEO Grantee to reduce the amount of the Letter of Credit or performance bond. New Letters of Credit or performance bonds must be provided to the ABO within five days of execution.

### **2.5. Bond Timing**

Within 60 days of entering into any subgrantee agreement, each prospective subgrantee obtains a performance bond, acceptable in all respects to the State of Alaska. If a performance bond has not been obtained prior to entering into this agreement, the State of Alaska may terminate this agreement if the Grantee fails to obtain the performance bond within 60 days.

## Appendix C

### State Laws and Regulations

**The Grantee shall comply with the following State laws and regulations to the extent applicable to the Project. The identification of state laws and regulations is not an exhaustive list and other state laws and regulations may apply to the Project.**

#### **Historic Preservation Act AS 41.35**

This chapter of the Alaska Statutes applies to public construction of any nature undertaken by the State, or by a governmental agency of the State, or by a private person under contract with or licensed by the State or a governmental agency of the State. The Department of Natural Resources (DNR) must be notified if the construction is planned for an archaeological site. The DNR may stop the construction to determine the extent of the historic, prehistoric, or archaeological values.

#### **Fire Protection AS 18.70**

This chapter of the Alaska Statutes requires the Department of Public Safety (the State Fire Marshal) to adopt regulations (currently in the form of Uniform Fire Code, as amended) establishing minimum standards for:

1. Fire detection and suppression equipment.
2. Fire and life safety criteria in commercial, industrial, business, institutional, or other public buildings used for residential purposes containing four or more dwelling units.
3. Any activity in which combustible or explosive materials are stored or handled in commercial quantities.
4. Conditions or activities carried on outside a building described in (2) or (3) likely to cause injury to persons or property.

#### **Environmental Conservation AS 46.03**

This chapter of the Alaska Statutes applies to municipalities and could subject them to enforcement actions instituted by the Alaska Department of Environmental Conservation (ADEC) for air, land and water nuisances, and water and air pollution in a municipality of 1,000 or more and may establish a local air pollution control program.

#### **Additional State and Local Permits and Environmental Procedures**

To the extent applicable to the Grantee's project(s), local, state, and federal laws may require permits relevant to the proposed project. The list below is informational only and not intended to be all-inclusive. The Grantee is responsible for confirming with all applicable state agencies which permits are required for the Grantee's project(s).

|  |  |
|--|--|
| Air Emissions Permit                           | Dam Construction Permit                    |
| Anadromous Fish Protection Permit              | Driveway Permit                            |
| Authorization for Tidelands Transportation     | Encroachment Permit                        |
| Brine or Other Saltwater Waste Disposal Permit | Miscellaneous State Land Use Permit        |
| Burning Permit during Fire Season              | Mineral and Geothermal Prospecting Permits |
| Coal Development Permit                        | Occupied Tide and Submerged Land           |
| Critical Habitat Area Permit                   | Open Burning Permit                        |

Permit for Use of Timber or Materials  
Permit to Appropriate Water  
Pesticides Permit  
Preferred Use Permit  
Right-of-Way and Easement Permits  
Solid Waste Disposal  
Special Land Use Permit  
State Game Refuge Land Permit  
State Park Incompatible Use Permit

Surface Oiling Permit  
Surface Use Permit  
Tide and Submerged Lands Prospecting Permit  
Tidelands Permit  
Tidelands Right-of-Way or Easement Permit  
Utility Permit  
Wastewater Disposal Permit  
Water Well Permit

# **Appendix D**

## **Special Requirements and Assurances**

### **for Federally Funded Projects**

The Grantee assures compliance with all applicable federal laws and regulations. The following laws, regulations, and requirements may be applicable to the design, implementation, and administration of the Project.

Grantee and Grantee's contractors and subcontractors shall comply with the applicable Federal Laws and Regulations including but not limited to:

1. Requirements of the Infrastructure Investment and Jobs Act (2021).
2. Department of Commerce, National Telecommunications and Information Administration (NTIA) Notice of Funding Opportunity (NOFO) No. NTIA-BEAD-2022 dated May 13, 2022.
3. NTIA BEAD Restructuring Policy Notice dated June 6, 2025.
4. Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements as published in the Federal Register on December 30, 2014 (79 FR 78390).
5. Department of Commerce Financial Assistance General Terms and Conditions issued September 22, 2025.
6. The General Terms and Conditions for the NTIA BEAD Program Funds updated November 2025.
7. BEAD Program Human Subject Research Guidance dated September 29, 2022, and the U.S. Department of Commerce Regulations, 15 CFR Part 27.
8. All Executive Orders applicable and in legal effect at the time of signing this Agreement and all executive orders issued after the effective date of this Agreement.
9. Federal Funding Accountability and Transferability Act of 2006 and 2 CFR Part 170.
10. The Grant Funds allocated in connection with this Agreement are considered to be federal financial assistance, subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and all related provisions of the Uniform Guidance, 2 CFR § 200.303 regarding internal controls and §§ 200.330 through 200.332.
11. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR § 200, other than such provisions as NTIA may determine are inapplicable to this Grant Award and subject to such exceptions as may be otherwise provided by NTIA. Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
12. Obtaining and Maintaining a Unique Entity Identifier (UEI) in the System for Award Management (SAM) as set forth in Appendix A to 2 CFR § 25 is hereby incorporated by reference. The ABO will require Grantee to obtain a UEI and to provide corresponding account information before any payments will be made under a Grant Award.
13. Developing appropriate internal control procedures consistent with 2 CFR §200.303. d. Reporting Subaward and Executive Compensation Information, 2 CFR §170, pursuant to which the award term set forth in Appendix A to 2 CFR § 170 is hereby incorporated by reference.
14. Federal Funding Accountability and Transparency Act (FFATA) of 2006. In accordance with 2 CFR § 170, all recipients of a federal award made on or after October 1, 2010, are required to comply with reporting requirements under the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282).

15. If at any time, the total amount of federal funds reaches a value exceeding \$10,000,000.00 including currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies for any period of time during the period of performance of an award made under the Alaska Broadband Grant Program, the grantee is subject to the requirements specified in Appendix XII to 2 CFR § 200 for maintaining the currency of information reported to SAM that is made available in the Federal Awardee Performance and Integrity Information System (FAPIIS) about certain civil, criminal, or administrative proceedings involving the recipient.
16. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (not procurement), 2 CFR § 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR § 180, Subpart B) that the Grant Award is subject to 2 CFR § 180 and Treasury's implementing regulation at 31 CFR § 19.
17. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR § 200, Appendix XII to § 200 is hereby incorporated by reference.
18. Governmentwide Requirements for Drug-Free Workplace, 31 CFR § 20.
19. All applicable restrictions on lobbying certifications per 31 CFR § 21.
20. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
21. Contract provisions for non-federal entity contracts under federal awards (Appendix II, 2 CFR § 200).
22. The Uniform Federal Accessibility Standards (UFAS), as published by the United States Access Board.
23. The Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA and certain related federal environmental laws, statutes, regulations, and Executive Orders found in 7 CFR § 1970.
24. The Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 CFR § 10.4); (ix) the Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.).
25. The Clean Air Act and the Federal Water Pollution Control Act; and
26. The Telecommunications Act of 1996, as amended (Pub. L. 104-104, 110 Stat. 56 (1996); and the Communications Assistance for Law Enforcement Act (47 U.S.C. § 1001 et seq.).
27. The Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].
28. Federal Communications Commission (FCC) Ownership Disclosures (47 CFR § 1.2112 (a)(1)-(7))
29. Federal Communications Commission (FCC) Digital Opportunity Data Filing Requirements (47 CFR § 1.7004)
30. Access Broadband Act (47 USC § 1307, and Infrastructure Act § 60105)
31. Trade Secrets Act (as amended 18 USC 1905)
32. Economic Espionage Act of 1996 (18 USC 1831 et. seq.)
33. Protected Critical Infrastructure Information (6 CFR § 29)
34. Sensitive Security Information (49 CFR § 1520)
35. The National Historic Preservation Act of 1966 (16 USC 470, 36 CFR § 800)
36. The National Environmental Policy Act (NEPA) of 1969 (42 USC Section 4321 et seq.,)
37. Coastal Zone Management Act of 1972, As Amended (16 USC 1451 et seq.)

38. The Endangered Species Act of 1973, As Amended (16 USC 1531 et seq.)
39. Magnuson-Stevens Fishery Conservation and Management Act (MSA)
40. Marine Mammal Protection Act (MMPA)
41. Clean Water Act (CWA)
42. The Clean Air Act, (CAA) as Amended (42 USC 7409, 7410, 7502-7514, 7571-7574)
43. National Historic Preservation Act (NHPA) of 1974, Section 106 (54 USC § 306108)
44. Coastal Barrier Resources Act (CBRA) (16 USC Sections 3501 et seq.)
45. Rivers and Harbors Act
46. Resource Conservation and Recovery Act (RCRA)
47. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)
48. The Wild and Scenic Rivers Act of 1968, As Amended (16 USC 1271 et seq.)
49. The Safe Drinking Water Act (SDWA) of 1974, As Amended (42 USC Section 201, 300(f) et seq., and U.S.C. Section 349)
50. Farmland Protection Policy Act (FPPA) of 1981, As Amended (7 USC 4201 et seq.)
51. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) ([2 CFR §25](#)), information on subawards made by Federal grantees must be made publicly available. Including requirements on executive compensation, and [2 CFR §170](#) Reporting Sub-award and Executive Compensation Information (FSRS).

# Exhibit A

## Irrevocable Standby Letter of Credit

BANK or CREDIT UNION Letterhead

Issuing Bank or Credit Union Name

Address of Issuing Bank or Credit Union

Date of Issuance:

Amount: \$

Expiration Date:

### BENEFICIARY

State of Alaska, Department of Commerce, Community, and Economic Development  
Alaska Broadband Office  
550 W. 7<sup>th</sup> Avenue, Suite 1550  
Anchorage, AK 99501  
Attn: Director of Broadband

Ladies and Gentlemen:

We hereby establish, at the request and for the account of GRANTEE, in your favor, as required under the Alaska Broadband Grant Program Notice of Funding Opportunity and the Federal Notice of Funding Opportunity for the Broadband Equity, Access, and Deployment Program, our Irrevocable Standby Letter of Credit Number \_\_\_\_\_ (“Letter of Credit”) in the amount of (Spell out Dollar Amount) U.S. Dollars and 00/100 (\$\_\_\_\_\_.00). This Letter of Credit shall remain in full force and effect for six (6) years from the Issuance Date or such earlier date as the Letter of Credit is terminated by the State of Alaska, Department of Commerce, Community, and Economic Development, Alaska Broadband Office (the “Expiration Date”).

Funds under this Letter of Credit are available to you against your draft in the form attached hereto as Annex A, drawn on our office described below, and referring thereon to the number of this Letter of Credit, accompanied by your written and completed certificate signed by you substantially in the form of Annex B attached hereto. Such draft and certificates shall be dated the date of presentation or an earlier date, which presentation shall be made at our office located at (Issuing Bank Address) and shall be effected either by personal delivery or delivery by a nationally recognized overnight delivery service. We hereby commit and agree to accept such presentation at such office, and if such presentation of documents appears on its face to comply with the terms and conditions of this Letter of Credit, on or prior to the Expiration Date, we will honor the same not later than one (1) banking day after presentation thereof in accordance with your payment instructions. Payment under this Letter of Credit shall be made by check or wire transfer of Federal Reserve Bank of New York funds to the payee and for the account, you designate, in accordance with the instructions set forth in a draft presented in connection with a draw under this Letter of Credit. Partial drawings and multiple presentations may be made under this Irrevocable Standby Letter of Credit, provided, however, that each such demand that is paid by us shall reduce the amount available under this Irrevocable Standby Letter of Credit. This Letter of Credit is not transferable or assignable in whole or in part.

In addition to the draft drawn under this letter of credit described above, if \_\_\_\_\_ becomes a debtor (voluntarily or involuntarily) under any chapter of the United States Bankruptcy Code ( 11 U.S.C. §§ 101, et seq.), Beneficiary may draw a draft for the total of all amounts paid by or on account of the letter of credit to the Beneficiary and provided further such draft must be accompanied by the Beneficiary's signed certificate that \_\_\_\_\_ is a debtor under the Bankruptcy Code together with the case number and filing date.

This Letter of Credit sets forth in full the undertaking of the Issuing Bank, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except only the certificates and the drafts referred to herein and the ISP (as defined below); and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except for such certificates and such drafts and the ISP. This Letter of Credit shall be subject to, governed by, and construed in accordance with, the International Standby Practices 1998, International Chamber of Commerce Publication No. 590 (the "ISP"), which is incorporated into the text of this Letter of Credit by this reference, and, to the extent not inconsistent therewith, the laws of the State of Alaska, including the Uniform Commercial Code as in effect in the State of Alaska. Communications with respect to this Letter of Credit shall be addressed to us at our address set forth above, specifically referring to the number of this Letter of Credit.

Issuing Bank or Credit Union Signature

Printed Name of Signatory

Title of Officer

# Exhibit B

## Bankruptcy Opinion-of-Counsel Letter

Law Firm Letterhead

Date

State of Alaska  
Department of Commerce, Community, and Economic Development  
Alaska Broadband Office  
550 W. 7<sup>th</sup> Avenue, Suite 1550  
Anchorage, AK 99501  
Attn: Director of Broadband

### BANKRUPTCY OPINION OF COUNSEL

[I/We] have served as [general/special] counsel for Grantee, a [State of \_\_\_\_\_ organization] [insert type of entity, e.g. corporation, cooperative, etc.], in connection with Grantee’s grant award (“Grant”) from the State of Alaska, Department of Commerce, Community, and Economic Development, Alaska Broadband Office (“State”) from the State’s Alaska Broadband Grant Program. In connection with the Grant, the Grantee has delivered an Irrevocable Standby Letter of Credit (“Letter of Credit”) to the State as beneficiary.

[I/We] are delivering this opinion to you pursuant to the requirements of the State’s Alaska Broadband Grant Program Notice of Funding Opportunity and the Federal Government’s Broadband Equity, Access, and Deployment Program Notice of Funding Opportunity. For Purposes of this Opinion, [I, We] have reviewed the following:

- A. Alaska Broadband Grant Program Notice of Funding Opportunity;
- B. Broadband Equity, Access, and Deployment Program Notice of Funding Opportunity;
- C. Irrevocable Standby Letter of Credit (“Letter of Credit”) issued by \_\_\_\_\_ on \_\_\_\_\_ on behalf of Grantee and listing the State as Beneficiary in the amount of \$\_\_\_\_\_.

Based upon the foregoing, [I am/We are] of the opinion that:

- A. The issuance of the Letter of Credit in favor of the State of Alaska as Beneficiary will not be disturbed or be unenforceable in any fashion by virtue of the (Grantee’s Name) filing of a Bankruptcy under Title 11 of the United States Code (11 U.S.C. §101, et seq.) and further the Beneficiary may draw on the Letter of Credit without moving for relief from the automatic stay as provided in 11 U.S.C. §362 or be impeded by any other section of 11 U.S.C. §101 et seq. from immediately drawing on the Letter of Credit and shall not be responsible for any return of any funds to the Debtor in Possession, or a subsequent Trustee; and
- B. The Letter of Credit payable to the Beneficiary is not regarded as property of the Estate as defined by 11 U.S.C. §541.

As to matters of law, [I/we] limit [my/our] opinion to the laws of the State of Alaska and the laws of the United States of America, and [my/our] opinions are limited to the facts and laws in existence on the date of this opinion and at no subsequent time.

This opinion is delivered to you in connection with the Grant referenced above and may not be utilized or quoted by you for any other purpose or relied upon by any other person or entity other than your successors or assigns without [my/our] express written consent.

Very truly yours,

Law Firm Name

---

Print Attorney Name

Title

For Himself /Herself and \_\_\_\_\_ Firm

# **Exhibit C**

## **Cybersecurity and Supply Chain Risk Management (C-SCRM) Plans**

Linked document – click to initiate download: [C-SCRM Template in Word](#)

# Exhibit D

## C-SCRM 3<sup>rd</sup> Party Compliance

### Attestation of Compliance with Cybersecurity and Supply Chain Risk Management (C-SCRM) Plans

Grantee Name: \_\_\_\_\_

Grant #: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Project Role: \_\_\_\_\_  
\_\_\_\_\_

I have provided a copy of our most recent SSAE 18 SOC 3 Audit to the Grantee; it is marked confidential and understand that it will be provided to the Alaska Broadband Office as a grant compliance document.

I understand that at any time, the Grantee may request a copy of our most recent audit to be submitted to the Alaska Broadband Office as a grant compliance document.

As a vendor of \_\_\_\_\_ (Grantee Name) for the \_\_\_\_\_ (Project Title) funded by the BEAD Alaska Broadband Grant Program administered by the Alaska Department of Commerce, Community, and Economic Development, Alaska Broadband Office, the undersigned attest that:

- A copy of \_\_\_\_\_ (Grantee's Name) Cybersecurity and Supply Chain Risk Management Plan has been received and read, and you are compliant with \_\_\_\_\_ (Grantee's Name) Plan.
- You understand the Cybersecurity Risk Management Plan reflects the latest version of the NIST Framework for Improving Critical Infrastructure Cybersecurity (currently Version 1.1) and the standards and controls set forth in Executive Order 14028 and specifies the security and privacy controls being implemented.
- You understand that the Supply Chain Risk Management Plan is based upon the key practices discussed in the NIST publication NISTIR 8276, Key Practices in Cyber Supply Chain Risk Management: Observations from Industry and related SCRM guidance from NIST, including NIST 800-161, Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations and specifies the supply chain risk management controls being implemented.
  - There are 8 key practices when using NISTIR 8276:
    - Integrate C-SCRM across the organization
    - Establish a formal C-SCRM program
    - Know and manage critical components and suppliers
    - Understand the organization's supply chain
    - Closely collaborate with key suppliers
    - Include key suppliers in resilience and improvement activities
    - Assess and monitor throughout supplier relationships
    - Plan for the full lifecycle
- You understand that the plan will be reevaluated and updated on a periodic basis and as events warrant and a copy of any updates will be provided to the ABO and to you as a vendor.

- You are responsible for maintaining compliance with the C-SCRM plan for the duration of your contract and for the duration of the life of the project funded by the BEAD Alaska Broadband Grant Program.

---

Signature of Authorized Official

---

Date of Signature

---

Name of Authorized Official

**Exhibit E**  
**Engineering Plan(s), Network Design(s), and Detailed Project**  
**Map(s)**

(To Be Provided by Grantee)

# Exhibit F

## Certification

In accordance with the General Terms and Conditions for the NTIA BEAD Program Funds updated November 2025 and Attachment C, Article 26, the Grantee certifies:

1. \_\_\_\_\_ [Grantee] \_\_\_\_\_ and any of its affiliates will not require or accept any additional Federal funds to support a BEAD project during the term of this Agreement and any extension thereof, or federal interest period; and
2. \_\_\_\_\_ [Grantee] \_\_\_\_\_ and any of its affiliates will not require or accept any additional Federal broadband service subsidies for the Project(s) and/or Broadband Serviceable Location(s) (BSL(s)) to be served by the subgrant during the term of this Agreement and any extension thereof, or federal interest period, other than any such subsidies that were committed prior to the BEAD subgrant agreement. (This includes, but is not limited to, new operating expenses for Project(s) or BSL(s)).

I certify that the foregoing is true and correct.

Executed on this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
[Name and title of official authorized to execute BEAD subgrant agreement]

[Address and phone number]

## APPENDIX D: HIGH LEVEL DESIGN SCHEDULE

# High Level Design Schedule

## Phase 1 — RFP Release & Vendor Engagement (Weeks 0–2)

### State Activities

- Release High Level Design RFP package and project area data.
- Provide applicant guidance, mapping files, and eligibility rules.
- Provide grading criteria

### Subgrantee Activities

- Begin engaging engineering firms.
- Issue **RFP** to engineering vendors for HLD support.

BEAD requires applicants to demonstrate capability and eligibility before selection, forming the foundation for the engineering engagement sequence.

## Phase 2 — Engineering Vendor Selection (Weeks 2–6)

### Activities

- Engineering firms submit proposals covering:
  - HLD development
  - GIS analysis
  - Fiber routing strategy
  - Cost modeling support
  - Environmental permitting coordination support
- Evaluates cost, experience, staff capacity, and BEAD technical familiarity.

### Deliverables

- Signed engineering services agreement
- Initial exchange of GIS files and BEAD-eligible location datasets (from state Challenge-verified maps)

## Phase 3 — Pre-Design Preparation (Weeks 6–8)

### Activities

- Engineering vendor imports:
  - BEAD-eligible locations
  - Fabric/CostQuest data (if required by the state)
- Define design assumptions:
  - Aerial/underground mix
  - Backbone and distribution architecture
  - Hut/cabinet placement strategy
  - FWA feeder fibers

### Deliverables

- HLD design framework

- Preliminary bill of materials (BOM) outline

#### **Phase 4 — High-Level Design Development (Weeks 8–14)**

##### **Engineering Vendor Activities**

- Run route optimization to minimize cost-per-location, a key BEAD scoring factor.
- Develop preliminary:
  - Backbone routes
  - Distribution and feeder paths
  - Drop density and serviceability assessments
- Produce unit-cost and quantity estimates aligned with BEAD price modeling.

States evaluate cost-effectiveness and technical soundness during scoring. HLD must therefore support economic and engineering justification.

##### **Deliverables**

- Draft HLD maps
- Core material estimates
- Preliminary cost model

#### **Phase 5 — Internal Review, Iteration & BEAD Proposal Integration (Weeks 14–18)**

##### **Activities**

- Collaborate with engineering vendor to refine:
  - Route constraints
  - Make-ready assumptions
  - Environmental red-flag areas (wetlands, easements, etc.)—important because these drive post-award compliance timelines.
- Integrate HLD outputs into proposal narrative and BEAD pricing form.

##### **Deliverables**

- Finalized High-Level Design package
- Final CapEx/OpEx models

#### **Phase 6 — Final HLD Submission (Around Week 18–20)**

##### **Activities**

- Subgrantee submits:
  - HLD diagrams
  - Engineering narratives
  - Cost models and BEAD pricing schedules
  - Technical feasibility justification

States must evaluate competitive proposals, including technical feasibility and cost structure, before selection and NTIA review.

**Summary Timeline (Engineering Vendor Focus)**

| <b>Phase</b>                  | <b>Duration</b> | <b>Output</b>                  |
|-------------------------------|-----------------|--------------------------------|
| RFP Release & Vendor Outreach | Weeks 0–2       | Engineering RFI/RFP launched   |
| Vendor Selection              | Weeks 2–6       | Engineering contract executed  |
| Pre-Design Preparation        | Weeks 6–8       | GIS + design assumptions ready |
| High-Level Design Development | Weeks 8–14      | Draft HLD + preliminary costs  |
| HLD Refinement & Validation   | Weeks 14–18     | Final HLD + full cost model    |
| Final HLD Submission          | Weeks 18–20     | Proposal with complete HLD     |

**Total Duration: ~20 weeks from RFP release to complete High-Level Design.**

## APPENDIX E: NEW VENDOR CHECKLIST



Welcome and thank you for the opportunity to do business with Alaska Communications!

In order to facilitate timely processing and disbursements of payments, please complete the enclosed W9 and EFT forms and ensure that all areas are filled out completely before submitting. We require a W9 signed within the current year. EFT is our preferred method of payment, but if you wish to receive a check, write Decline EFT in the Bank/Institution Name field. Please note that choosing checks may delay your payments.

On each invoice we require a contact name and phone number for your company as well as your point of contact at Alaska Communications.

To minimize fraud, it is our company policy to verify all account changes being requested. Accounts Payable will call the number from your vendor profile. If we are unable to verify the requested changes it will delay payment.

Should you have any questions concerning payment disbursements, contact our accounts payable department via one of the following methods.

[acsacctpay1@acsalaska.com](mailto:acsacctpay1@acsalaska.com)

(907)-564-1995

(907)-563-4051 Fax



Dear Vendor:

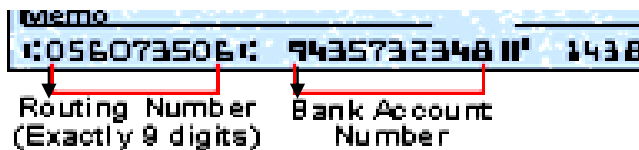
Please complete the following information, form must be complete to set up or make changes to an account.

Alaska Communications preferred method of payment is via EFT or Electronic Funds Transfer. Failure to sign up for our EFT program may cause a delay of your payment. If EFT will not be utilized, please write Denied for Bank/Institution Name.

**Please note that areas below with \*\* are required fields, if not completed form will be returned.**

|  |  |
|--|--|
| **Company / Account Name:                      |  |
| **Street Address:                              |  |
| **City, State, Zip:                            |  |
| **Contact Name                                 |  |
| **Contact Phone Number                         |  |
| **E-mail address:                              |  |
| FAX Number:                                    |  |
| <b>Alaska Communications POC</b>               |  |
| Bank / Institution Name:                       |  |
| Street Address:                                |  |
| City, State, Zip:                              |  |
| SWIFT Code (Int'l):                            |  |
| Routing Number:                                |  |
| Account Number:                                |  |
| Check or Savings:                              |  |
| **Authorized Name and Title<br>(Please Print): |  |
| **Authorized Signature:                        |  |
| **Date:  |  |

**CHECK EXAMPLE (Bottom Left Corner of Check)**



Routing Number (Exactly 9 digits)      Bank Account Number

Please ensure you provide the **entire** bank account number located between the symbols. You may return this information via FAX to 907-563-4051 or email to [acsacctpay1@acsalaska.com](mailto:acsacctpay1@acsalaska.com).

If you have any questions, please contact Accounts Payable at 907-564-1995 or [acsacctpay1@acsalaska.com](mailto:acsacctpay1@acsalaska.com). Thank you!



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<br>• Sole proprietorship   | Individual/sole proprietor.  |
| • LLC classified as a partnership for U.S. federal tax purposes or<br>• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation | Limited liability company and enter the appropriate tax classification:<br>P = Partnership,<br>C = C corporation, or<br>S = S corporation. |
| • Partnership  | Partnership.   |
| • Trust/estate   | Trust/estate.  |

### Line 3b

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

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

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

### Line 4 Exemptions

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

#### Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

### Line 5

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

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must 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 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))** | The grantor*  |

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

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

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

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

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

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

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

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

## Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

**Protect yourself from suspicious emails or phishing schemes.**

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

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

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

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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