REQUEST FOR PROPOSALS

RFP 26-03

Environmental and Historical Preservation Professional Services for Alaska Communications Deployment Projects Funded by the Alaska Broadband Grant Program

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 26-03 Timeline

Issued	**August 4, 2026**
Intent to Respond Deadline and Confirmation or Submission of NDA	**August 7, 2026**
Mandatory Pre-Proposal Meeting via Microsoft Teams	**August 10, 2026 2:00 PM, ALASKA TIME**
Deadline for Questions	**August 14, 2026 2:00 PM, ALASKA TIME**
Proposal Deadline	**August 28, 2026 2:00 PM, ALASKA TIME**
Anticipated Notice of Intent to Award	**September 11, 2026**

Alaska Communications hereby notifies all participants that the RFP may be cancelled at any point during the RFP process.

Point of Contact:
Heather Martin and Jennifer Cummings, purchasing@acsalaska.com

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1 RFP SUMMARY

1.1 PURPOSE OF THE RFP

Alaska Communications Systems Holdings, Inc. ("ACS" or "Alaska Communications"), headquartered in Anchorage, Alaska, is a telecommunications provider delivering internet, local, long distance, videoconferencing, data hosting, and managed services to customers across the State, including remote and hard-to-reach communities where broadband deployment and operations can be especially complex.

The National Telecommunications and Information Administration (NTIA) funds the Broadband Equity, Access, and Deployment Program (BEAD). The State of Alaska, acting through the Alaska Broadband Office (ABO), received BEAD funding and is administering subgrant awards through the Alaska Broadband Grant Program.

ACS is seeking a qualified Environmental and Historic Preservation (EHP) contractor to provide NEPA, permitting, cultural resources, regulatory coordination, ESAPTT, and land ownership research support services for the proposed BEAD deployments. The selected contractor must be capable of supporting a complex, statewide, multi-technology broadband program under a funding framework that is still evolving and requires close coordination among ACS, ABO, NTIA, internal and external engineering teams, permitting authorities, land managers, Tribal entities and other stakeholders.

The successful Offeror must bring not only NEPA compliance capability, but also a proactive, adaptive, pragmatic, and schedule-focused approach. ACS expects the contractor to identify issues early, recommend avoidance and minimization options, support routing and site decisions before designs become fixed, and help ACS maintain a defensible compliance record while protecting grant budget, schedule, and constructability.

1.2 PROJECT NARRATIVE

This RFP seeks professional services for environmental and historic preservation (EHP) review, NEPA, permitting, regulatory coordination, and land ownership research for Alaska Communications in connection with the following provisionally awarded BEAD projects:

- **CM61-BEAD-AK-032** — Anchorage, Kenai Peninsula, and Delta Junction (fiber-heavy with associated wireless elements)
- **CM61-BEAD-AK-076** — Fairbanks area (primarily fixed wireless with associated fiber backhaul)
- **CM61-BEAD-AK-149** — Negotiated award areas including Anchorage, Kenai Peninsula, Delta Junction, Fairbanks, Kodiak, Minto, and Manley Hot Springs

Across these awards, ACS plans to deploy connectivity to Broadband Serviceable Locations (BSLs) through a combination of:

- Existing wireless facility modifications
- New wireless tower construction
- Terrestrial fiber backbone and distribution construction
- Subsea fiber cable installation and landings
- Rural and remote FTTH deployments

The statewide geographic distribution spans road-system communities and remote areas with varying land ownership patterns, permitting regimes, cultural and historic resource considerations, agency jurisdictions, environmental settings, and construction-season constraints.

ACS has proposed to organize its BEAD work into NEPA Project Areas. Based on the current award structure and high-level engineering information, ACS has identified up to 23 discrete NEPA Project Areas. These groupings are intended to support defensible environmental review, efficient ESAPTT record management, milestone tracking, and practical construction sequencing.

ACS may seek and obtain approval to consolidate the three awards into a single subaward or otherwise modify the project administration structure. If consolidation is approved, ACS expects the same grouping methodology to remain applicable, although the total number of NEPA Project Areas may be reduced and some boundaries may be refined to align more closely with logical infrastructure-based deployments rather than award-level segmentation. Offerors must therefore propose a flexible approach that can support the current 23-area framework and expeditious buildout timeline to potentially adapt to a consolidated award structure without duplicative cost, schedule disruption, or loss of compliance defensibility.

The project will be executed under a four-year BEAD buildout timeline. That timeline is already subject to significant external pressures, including Alaska construction season limitations, material shortages, permitting backlogs, land ownership complexity, seasonal survey windows, and federal and state review timelines. The selected contractor should be prepared to support a coordinated, forward-looking approach that includes parallel processing where appropriate, early identification of potential risks, critical path permitting support, route and site avoidance planning, and timely escalation of issues that require project-level decisions.

The selected contractor must 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; related FAQs, available at https://broadbandusa.ntia.gov/technical-assistance/BEAD_FAQs; and other applicable program requirements as referenced in the Alaska Sample Grant Agreement (Appendix A-7).

1.3 ENVIRONMENTAL AND REGULATORY CRITICAL PATH

Environmental review, agency coordination, permitting, and cultural resource compliance are expected to be among the primary critical-path drivers for ACS's BEAD deployment program. Offerors should assume that early environmental screening, route avoidance recommendations, agency engagement, permit strategy development, and proactive issue escalation are core project success factors. ACS places significant value on a contractor's ability to identify environmental, land ownership, permitting, and regulatory risks before they impact engineering decisions, schedule milestones, procurement activities, or construction mobilization.

1.4 PROCUREMENT OVERVIEW

Offerors are encouraged to read the RFP, appendices, addenda, and all related materials thoroughly. Offerors should become fully aware of the nature of the work, the project requirements, and the conditions likely to be encountered in performing the services. Any ambiguity, conflict, discrepancy, omission, or other issue 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.

ACS will hold a mandatory pre-proposal conference via Microsoft Teams to review the RFP, project scope, anticipated procurement process, available project information, and instructions for submitting questions. ACS will provide meeting details by written notice or addendum. Attendance at the Mandatory Pre-Proposal Meeting is required for an Offeror to be eligible to submit a proposal, unless ACS expressly waives this requirement in writing. ACS may require Offerors to identify all attendees by name, title, company, phone number, and email address.

Any Offeror desiring an explanation or interpretation of this RFP must contact the Point of Contact via email for any inquiry regarding any aspect of this RFP or its requirements. All correspondence should include the RFP number and title in the subject line. No personal contact regarding this RFP is to be made by any of the Offeror's representatives with ACS employees, contractors, insurers, or other ACS representatives unless expressly authorized by the Point of Contact.

No oral change, explanation, interpretation, or statement made during the pre-proposal conference or otherwise will be valid or binding on ACS unless confirmed by written addendum. 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 and/or Offerors on the Offerors list. 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. Any Offeror desiring to check on addenda issued should contact the Point of Contact by email.

Offerors shall observe and abide by all applicable federal, state, and local laws, regulations, ordinances, and other rules of any duly constituted public authority where work is performed or services are provided.

1.5 INTENT TO RESPOND AND MSA SUBMISSION

All prospective Offerors must submit an Intent to Respond to confirm their participation in this RFP. The Intent to Respond enables Alaska Communications to manage communications, issue addenda, administer administrative qualification requirements, and distribute any confidential information following confirmation of NDA compliance.

1.5.1 Intent to Respond

The Intent to Respond must be submitted to the Point of Contact via email by the Intent to Respond Deadline. The subject line shall read: **[Proposing Company] – RFP 26-03- – Intent to Respond.**

At a minimum, the 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 and any issued addenda

- 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 attached as Attachment 2.
- Confirmation of a current executed Master Services Agreement (MSA) or request for an MSA application package as outlined below

1.5.2 Non-Disclosure Agreement Requirement

A Confidential Information Package will be provided following the deadline for receipt of a timely Intent to Respond and confirmation of NDA compliance. The contents of the Confidential Information Package are summarized in Appendix A and may include project information, grant documents, preliminary project areas, pricing templates, and other materials necessary to prepare a responsive proposal. It is the Offeror's responsibility to request a new NDA or provide confirmation of an active NDA with its Intent to Respond. ACS will not distribute confidential materials to any Offeror until an active NDA is confirmed or the ACS template NDA is executed and returned.

1.5.3 Master Services 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 may be a current executed Contractor Services Agreement, the ACS Master Professional Services Agreement (MPSA), or another ACS approved master agreement. If a non-ACS MSA is in place, or if an earlier version of an ACS master agreement is in place, the agreement will need to be amended to include required federal contract clauses and flow-down requirements ("Amendment") prior to award. Alaska Communications MPSA is provided as Appendix A-1.1 and the Amendment as Appendix A-1.2.

Confirmation of an MSA or submission of an MSA application is an administrative requirement only and is not scored as part of proposal evaluation. Submission or execution of an MSA does not guarantee award of work 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.

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.

Offerors may submit proposals while MSA application review is in progress. However, the successful Offeror must have an executed MSA in place prior to contract award, and all Offerors must have executed the Amendment prior to contract award.

1.6 TEAMING, SUBCONTRACTORS, AND AWARD STRUCTURE

ACS welcomes proposals from single firms and prime-led contractor teams, including teams that incorporate specialty subcontractors or teaming partners. Offerors shall clearly identify the proposed prime contractor, the services that will be self-performed by the prime, and the services that will be performed by subcontractors or teaming partners.

ACS intends to make a single award to one prime contractor or prime-led contractor team. The selected prime contractor will be responsible for overall contract performance, coordination of subcontractors and teaming partners, quality control, schedule management, deliverable integration, and communication with ACS. ACS reserves the right to reject proposals that do not clearly identify a single accountable prime contractor or that do not demonstrate adequate prime-level management of the proposed team.

1.7 ADAPTIVE PROCUREMENT AND PROGRAM CHANGE MANAGEMENT

The BEAD program is being implemented under evolving federal, state, and program-specific requirements. The selected contractor must manage changes in project boundaries, NEPA Project Area groupings, design assumptions, agency direction, ESAPTT workflows, or award structure through documented assumptions, task-order amendments, revised schedules, and cost controls. Work products should be reusable, modular, and updateable to avoid duplicative effort.

2 PROPOSAL REQUIREMENTS

2.1 SUBMITTAL

Proposals shall be prepared in a straightforward and detailed manner sufficient for ACS to evaluate each Offeror's ability to perform the work. Proposals shall emphasize conformance to RFP instructions, responsiveness to RFP requirements, completeness and clarity, schedule realism, and demonstrated understanding of Alaska broadband deployment conditions. Any assumptions, exceptions, exclusions, or proposed deviations must be summarized on the first page of the proposal and on the pricing sheet. ACS may deem a proposal non-responsive if material assumptions, exclusions, or conditions are hidden in technical or pricing attachments.

Proposals should be concise but complete. ACS recommends the following page limits:

- Cover Letter and Administrative Information, 3 pages;
- Experience and Qualifications, 10 pages excluding resumes and project sheets;
- Approach and Work Plan, 20 pages;
- Availability and Dedicated Personnel, 10 pages excluding resumes;
- Price and Value, no prescribed page limit;
- Resumes, 2 pages per individual;
- Project examples, 1–2 pages each.

ACS may disregard excessive promotional material that does not directly respond to the RFP requirements.

2.2 PROPOSAL FORMAT

Offerors shall organize proposals using the structure below.

A. Cover Letter and Administrative Information
    - Signed cover letter from an authorized representative.
    - Legal entity name, point of contact, addenda acknowledgment, prime/subcontractor identification, and required forms.
    - Summary of exceptions, assumptions, exclusions, conflicts of interest, and proposed deviations.

B. Experience and Qualifications (25 Points)

- Relevant project experience and past performance.
- Experience with Alaska broadband, telecommunications, utility, transportation, energy, marine, rural, remote, or linear infrastructure projects.
- Experience with NEPA, NHPA Section 106, ESA, Clean Water Act, wetlands/waters, USACE, USFWS, NMFS, SHPO/OHA, FAA/FCC tower review, BLM/federal lands, military lands, DOT&PF, municipal/borough ROW, land ownership research, and ESAPTT or comparable federal environmental systems.
- At least three relevant project examples (and up to five).

C. Approach and Work Plan (30 Points)
- Proposed approach to performing the services as defined in Section 2 and Appendix A-5 Sample BEAD EHP Statement of Services.
- Proposed approach to each Task Group (Section 2.7, Table 1), including:
  - **Task Group 1:** Project Area Due Diligence and Strategy (HLD Phase)
  - **Task Group 2:** NEPA Document Preparation and ESAPTT Inputs
  - **Task Group 3:** FONSI and NEPA Close-Out Support
  - **Task Group 4:** NHPA Section 106 and Cultural Resources Compliance
  - **Task Group 5:** Land, Permitting, and Regulatory Coordination
  - **Task Group 6:** Integration, Tracking, and Program Management
- First 30/60/90-day mobilization plan.
- Strategy for triaging NEPA Project Areas by risk, sequencing parallel workstreams, integrating with HLD engineering, avoiding duplication, adapting to award consolidation, and maintaining audit-ready records.
- Proposed templates or sample formats for key matrices, dashboards, risk logs, decision logs, and deliverable tracking.

D. Availability and Dedicated Personnel (15 Points)
- Organization chart showing prime and subcontractor roles.
- Key personnel, resumes, responsibilities, percent availability, and commitment to the project.
- Identification of project manager, senior NEPA lead, Section 106/cultural lead, permitting lead, land status lead, GIS/data lead, ESAPTT/document control lead, and schedule/risk lead.
- Alaska field capability, surge capacity, and ability to support time-sensitive agency responses.

E. Price and Value (30 Points)
- Pricing using the Task Group structure (Section 2.7, Table1).
- Labor categories, hourly rates, escalation assumptions, subcontractor markups, reimbursable expenses, and assumptions.
- Proposed pricing by Task Group with unit pricing for additional scope.
- Identification of exclusions, optional services, permit/agency fees, field work assumptions, travel, title/records research, GIS costs, and cost-saving strategies.

F. Required Forms, Certifications, and Acknowledgments
- Required representations, compliance acknowledgments, MSA-related materials if applicable, and any other required forms.

2.3 EXPERIENCE AND QUALIFICATIONS (25%)

Offerors shall demonstrate experience performing comparable environmental, NEPA, permitting, land, and historic preservation work for federally funded broadband, telecommunications, utility, transportation, energy, marine, rural Alaska, or other linear/remote infrastructure projects. ACS will give particular consideration to teams with direct experience in Alaska, NTIA-funded projects, BEAD or Tribal Broadband Connectivity Program projects, ESAPTT or federal grant environmental systems, tower and fiber deployments, subsea or coastal infrastructure, and multi-jurisdiction permitting.

A. Provide at least three (and up to five) relevant project examples, including client, project type, location, scope, regulatory pathway, permits, schedule, budget, and outcome.
B. Describe experience with NEPA, NHPA Section 106, ESA, Clean Water Act, wetlands/waters, USACE, USFWS, NMFS, SHPO, FAA/FCC tower-related review, BLM/federal land coordination, military land coordination, DOT&PF, municipal/borough rights-of-way, and Alaska land ownership systems.
C. Describe experience supporting Tribal consultation, Tribal engagement, consultation schedules, and coordination with Tribal governments and Tribal Historic Preservation Officers in Alaska.
D. Describe experience supporting route and site selection in coordination with engineers to avoid environmental, permitting, cultural resources, land ownership, and schedule risks.
E. Identify experience preparing defensible documentation under compressed schedules and evolving federal guidance.
F. Identify any project failures, missed milestones, unresolved claims, or material agency deficiencies within the past five years and describe corrective actions.

2.4 APPROACH AND WORK PLAN (30%)

Offerors shall provide a detailed work plan showing how the team will execute the scope across multiple awards, technologies, geographies, and NEPA Project Areas while preserving flexibility for consolidation or regrouping. The approach must be creative, adaptive, nimble, and grounded in practical deployment realities. ACS is not seeking a contractor that simply waits for final engineering and then documents impacts; ACS is seeking a contractor that helps shape routes and sites to improve compliance, reduce permitting friction, and protect schedule and budget.

A. Explain the proposed mobilization plan for the first 30, 60, and 90 days.
B. The 30/60/90-day mobilization plan should identify anticipated meetings, data requests, data review milestones, initial risk-tiering activities, preliminary NEPA pathway screening, initial permitting and land status review, early agency coordination recommendations, integration with engineering teams, and initial program controls deliverables.
C. Provide a strategy for triaging up to 23 NEPA Project Areas into risk tiers and sequencing work accordingly.
D. Explain how the Offeror would adapt if ACS receives approval to consolidate the awards and reduce or refine the NEPA Project Areas.
E. Describe how the Offeror will work with ACS and external engineering teams to influence design before expensive or schedule-critical decisions are locked.
F. Describe how the Offeror will identify, evaluate, and document routing and tower location alternatives.
G. Describe how the Offeror will avoid duplicative work products as project boundaries, designs, or agency expectations change.
H. Provide a sample deliverable index and proposed templates for matrices, dashboards, risk logs, and decision logs.
I. Provide a sample Environmental and Permitting Risk Register identifying risk category, severity, schedule impact, mitigation strategy, responsible party, escalation status, and anticipated resolution date.
J. Describe QA/QC procedures, senior review, document control, confidentiality, data management, GIS/data exchange, and audit-ready file organization.

K. Describe the Offeror's risk escalation process, including:
    - Risk Identification Criteria: Define how risks are detected, categorized, and validated (i.e., operational, technical, financial, schedule-related). Include thresholds or triggers that initiate escalation.
    - Risk Assessment and Prioritization: Outline the methodology used to assess severity, likelihood, and potential impact on project delivery or service continuity.
    - Escalation Pathways: Provide a clear description of escalation levels and the roles responsible at each stage. Include decision-making authority and communication expectations.
    - Notification Timelines: Specify required timeframes for notifying ACS of identified risks, escalated risks, and critical incidents. Include any service-level commitments or internal response timelines.
    - Communication Protocols: Describe how risks will be communicated to ACS (e.g., email, portal, meetings), including frequency of updates, reporting formats, and documentation standards.
    - Mitigation and Resolution Procedures: Explain how risks are tracked, mitigated, and closed, including tools used, accountability structures, and how ACS will be engaged in mitigation planning.
    - Continuous Monitoring and Review: Detail how risks are monitored throughout the contract term and how escalation processes are reviewed or improved over time.

2.5 AVAILABILITY AND DEDICATED PERSONNEL (15%)

Offerors shall identify dedicated personnel and confirm availability to support immediate mobilization, parallel workstreams, peak-period surge support, field season constraints, and time-sensitive agency responses. ACS will evaluate whether the proposed staff are realistically available and whether the team has sufficient depth to avoid schedule disruption if individual personnel become unavailable.

A. Provide an organization chart identifying prime and subcontractor roles.
B. Identify a single accountable project manager and senior NEPA lead.
C. Identify leads for Section 106/cultural resources, permitting, land/site control, GIS/data, ESAPTT/document control, and schedule/risk management.
D. Provide resumes and percent availability for all key personnel.
E. Describe Alaska field capability and ability to mobilize for surveys, site visits, agency meetings, and stakeholder coordination.
F. Describe surge capacity for concurrent EAs, permit packages, land reviews, and agency comment response.

Offerors may propose one individual to fill more than one key role where appropriate, provided the proposal explains the individual's qualifications, availability, and ability to perform the combined responsibilities without schedule disruption. Offerors should identify backup personnel for each critical function.

2.6 PRICE AND VALUE (30%)

Offerors must complete the Zone Pricing Sheet in the BEAD EHP Pricing Workbook (Appendix A-3) without additional narrative or changes. Offerors shall submit pricing using the Task Group structure in Table 1 (Section 2.7). Offerors shall not assume that all services listed in Table 1 will be authorized for every NEPA Project Area; pricing shall clearly distinguish baseline desktop/programmatic support from field investigations, specialized studies, permit-specific support, and other separately authorized services.

Offeror's price proposal shall:

- Provide labor categories, hourly rates, escalation assumptions, and subcontractor markups.
- Provide unit pricing or budget ranges by NEPA Project Area risk tier and Task Group where feasible.
- Identify assumptions for travel, field work, specialized studies, GIS, title/records research, permit fees, agency fees, and reimbursable expenses.
- Identify optional cost-saving strategies, such as batch reviews, consolidated deliverables, shared field mobilizations, corridor-level screening, or task-order phasing.

Offerors shall include a consolidated table of assumptions, exclusions, and separately authorized services on the Zone Pricing Sheet. Any material assumption, exclusion, condition, or proposed deviation affecting price, schedule, scope, deliverables, or ACS responsibilities must be clearly identified.

2.7 TASK AND PRICING STRUCTURE

ACS intends to award all work under this RFP to one contractor, which may be a single firm or a prime-led contractor team with subcontractors or teaming partners. For proposal pricing, evaluation, task-order administration, and change-order management, ACS has grouped the NEPA Project Areas into High Level Design Project Zones ("HLD Project Zones") that align with the zone structure used in the related HLD RFP. Each HLD Project Zone consists of one or more ACS-defined NEPA Project Areas. This structure is intended to tie the EHP and HLD portions of the BEAD program together, support coordinated engineering and environmental review, and allow ACS to compare, authorize, administer, and track pricing by a common project-zone framework.

Offerors shall organize their price proposals using the HLD Project Zone structure and the Task Groups identified below. Unless otherwise identified as a reimbursable expense, added-scope unit-priced item, separately authorized service, assumption, or exclusion, the price proposed for each HLD Project Zone shall include all services necessary to perform the EHP scope associated with the NEPA Project Areas included in that zone, including Task Groups 1 through 6. The selected contractor shall propose the appropriate pricing type by Task Group and HLD Project Zone, including firm fixed price, time-and-materials with a not-to-exceed amount, unit pricing, or a combination thereof. The Task Groups are intended to support pricing transparency and administrative control and do not limit the Scope of Services. ACS retains the right, in its sole discretion, to authorize and fund all, some, or none of the work within each Task Group, HLD Project Zone, NEPA Project Area, route segment, site, permit package, deliverable, or phase of work based on project needs, grant requirements, budget availability, schedule priorities, and overall program objectives.

Table 1		
Task Group	**Description**	**Pricing Unit**
1. Project Area Due Diligence and Strategy		
	NEPA pathway evaluation, Project Area profiling, initial APE support, environmental risk identification, land/permitting risk triage, and sequencing strategy.	Per NEPA Project Area
2. CatEx/Environmental Assessment Preparation		
	Preparation and revision of Cat Ex or EAs, purpose and need, alternatives analysis, affected environment, impact analysis, mitigation, and response to agency comments.	Per NEPA Project Area
3. NEPA Decision Document and Close-Out Support		
	FONSI support materials where applicable, mitigation tracking, environmental commitments, ESAPTT close-out, decision document support, and audit-ready final files.	Per NEPA Project Area
4. NHPA Section 106 and Cultural Resources Compliance		
	APE definition, SHPO/OHA coordination support, cultural resources review, findings of effect, tribal consultation support materials, MOA/PA support, monitoring plans, and inadvertent discovery procedures.	Per NEPA Project Area, site, or survey package
5. Land, Permitting, and Regulatory Coordination		
	Land ownership and jurisdiction analysis, Landowner/Site Control Matrix, ROW/easement/lease/access review support, permit identification, permit matrix, permit applications, and agency coordination.	Per NEPA Project Area, route segment, site, or permit package
6. Integration, Tracking, and Program Management		
	ESAPTT tracking, engineering coordination, environmental schedule and risk management, agency meetings, reports, dashboards, decision logs, and executive/program controls.	Monthly T&M or per Project Area

ACS may authorize Task Groups through written Task Orders or Notices to Proceed issued to the selected contractor. Authorization of one Task Group does not obligate ACS to authorize any other Task Group, NEPA Project Area, route segment, site, permit package, deliverable, or phase of work. Invoices shall reference the applicable Task Order, Task Group, NEPA Project Area, route segment, site, permit package, deliverable, reporting period, and percent complete, as applicable. Deliverables must be accepted by ACS before payment unless otherwise agreed in writing.

3 EVALUATION AND AWARD

3.1 RESPONSIVE OFFEROR

Offerors who submit a proposal that conforms in all material respects to the requirements of this RFP, clearly demonstrates a plan to complete the work, certifies that qualified personnel are available to perform the work, and provides a transparent pricing proposal will be considered responsive. ACS may reject proposals that are materially incomplete, conditional, nonresponsive, or inconsistent with the RFP requirements.

3.2 EVALUATION CRITERIA

Criteria	Points	Primary Considerations
Experience and Qualifications	25	Comparable NEPA/EHP, permitting, cultural resources, land/site control, and regulatory coordination experience; Alaska, broadband, telecommunications, linear infrastructure, rural/remote, marine/coastal, tower, and Federal grant experience; agency coordination; defensible documentation; past performance.
Approach and Work Plan	30	Understanding of ACS's BEAD scope; approach to Statement of Services (Appendix A-5); adaptive methodology; current NEPA Project Area structure and consolidation flexibility; HLD engineering integration; route/site constraints screening; ESAPTT/document control; schedule protection; QA/QC; audit-ready records.
Availability and Dedicated Personnel	15	Dedicated key personnel; project manager accountability; senior NEPA, Section 106/cultural, permitting, land/site control, GIS/data, ESAPTT/document control, and schedule/risk leads; realistic availability; Alaska field capability; depth and surge capacity.
Price and Value	30	Reasonableness, transparency, task-order usability, unit pricing clarity, labor rates, assumptions/exclusions, reimbursable costs, cost controls, and value relative to proposed approach.
Total Points	**100**	

Proposals will be ranked using qualitative rating factors for each criterion: Outstanding (1.0), Excellent (0.8), Good (0.6), Fair (0.4), Poor (0.2), and Unsatisfactory (0). The rating factor for each criterion will be multiplied by the points available for that criterion. ACS may use interviews, clarifications, references, best-and-final offers, or negotiations as part of the evaluation process.

Price will be evaluated for reasonableness, completeness, transparency, internal consistency, cost realism, and value relative to the proposed approach. ACS may consider whether pricing assumptions are realistic, whether exclusions or conditions shift material risk to ACS, whether pricing supports task-order administration, and whether the proposed cost structure provides schedule, compliance, or delivery value. ACS is not obligated to select the lowest-priced proposal if a higher-priced proposal provides superior qualifications, lower delivery risk, stronger schedule protection, better cost controls, or materially better value.

3.3 AWARD PROCESS

A committee of individuals representing Alaska Communications will evaluate proposals and rank them in accordance with the evaluation criteria set forth in this RFP. Alaska Communications reserves the right to award a contract based solely on the written proposals submitted, without interviews, clarifications, or further discussions.

Alaska Communications also reserves the right to request clarifications, conduct interviews, request additional information, seek best-and-final offers, verify references, negotiate scope and price, award all or part of the work, issue Task Orders in phases, reject any or all proposals, or make no award if doing so is in Alaska Communications' best interest. If interviews or additional proposal discussions are conducted, Alaska Communications may re-evaluate affected proposals using the same evaluation criteria and point ranges identified in this RFP.

The highest-ranked Offeror may be invited to enter into final negotiations with Alaska Communications. Alaska Communications reserves the right to terminate negotiations with any Offeror at any time if doing so is in Alaska Communications' best interest.

Any award is contingent on successful negotiation of contract terms, completion of applicable administrative requirements, execution of MSA or other agreement acceptable to Alaska Communications, negotiation of scope of services, and satisfaction of applicable BEAD and federal procurement requirements.

ATTACHMENT 1: OFFEROR'S REPRESENTATION

Each offeror, by signature on and submission of their proposal, represents that they have read and understand the proposal documents, have received all documents listed on this RFP and subsequent addenda, and that its proposal is submitted in accordance therewith.

The undersigned acknowledges that the company he/she represents has carefully read the specifications and standards and other documents related to this RFP and that the offeror has informed itself of the nature of the work. The proposal submitted by the offeror represents its proposal based upon the information presented in this RFP.

______________________	______________________
Signature	Proposing Organization
______________________	______________________
Printed Name	Address
______________________	______________________
Title	City, State, Zip Code
______________________	________ ________
Date	Phone Fax
______________________	
Email Address	

ATTACHMENT 2: ACS NON-DISCLOSURE AGREEMENT

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.

ALASKA COMMUNICATIONS SYSTEMS HOLDINGS, INC.	
By:	By:
Title:	Title:

Mutual NDA v4 (2025.08.25)

APPENDIX A

LIST OF APPENDICES IN THE CONFIDENTIAL INFORMATION PACKAGE

The following Appendices 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. Appendices 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 Appendices and communicate any access or viewability concerns to Alaska Communications designated Point of Contact.

Upon distribution of this Confidential Information Package, these Appendices will be considered to be incorporated by reference to this RFP.

Appendix A-1.1: ACS Master Professional Services Agreement

Appendix A-1.2: Amendment to MPSA including required Federal Contract Clauses and Flow-Down Requirements

Appendix A-2: High Level Design Project Zones KMZ

Appendix A-3: BEAD EHP Pricing Sheet

Appendix A-4: ACS FTTP Design Manual

Appendix A-5: Sample BEAD EHP Statement of Services

Appendix A-6: HLD Schedule

Appendix A-7: Sample Grant Agreement

APPENDIX B

NEW VENDOR WELCOME PACKET

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

(907)-564-1995

(907)-563-4051 Fax

Dear Vendor:

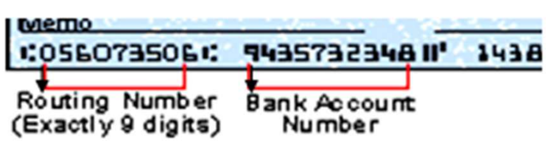
Please complete the following information, form must be complete to set up or make changes to an account.

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:	
Alaska Communications POC	
Bank / Institution Name:	
Street Address:	
City, State, Zip:	
SWIFT Code (Int'l):	
Routing Number:	
Account Number:	
Check or Savings:	
**Authorized Name and Title (Please Print):	
**Authorized Signature:	
**Date:	

CHECK EXAMPLE (Bottom Left Corner of Check)



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.

If you have any questions, please contact Accounts Payable at 907-564-1995 or acsacctpay1@acsalaska.com. Thank you!

600 Telephone Ave., MS8., Anchorage, Alaska 99503 tel 907.564-1995 - fax 907.563.4051 www.alaskacommunications.com

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . ____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) ____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I **Taxpayer Identification Number (TIN)**

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

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

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

Part II **Certification**

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

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

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

Purpose of Form

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

Cat. No. 10231X Form **W-9** (Rev. 3-2024) must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid).

• Form 1099-DIV (dividends, including those from stocks or mutual funds).

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).

• Form 1099-NEC (nonemployee compensation).

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).

• Form 1099-S (proceeds from real estate transactions).

• Form 1099-K (merchant card and third-party network transactions).

• Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).

• Form 1099-C (canceled debt).

• Form 1099-A (acquisition or abandonment of secured property).

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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

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

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

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

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

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

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

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

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3a

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

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

Line 3b

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

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

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

Line 4 Exemptions

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

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

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

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

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

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

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

5—A corporation.

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

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

8—A real estate investment trust.

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

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

11—A financial institution as defined under section 581.

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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