



TROY UNIVERSITY

Sealed bids will be accepted on the goods and/or services described within this document - until the time and date provided below when responses will be publicly opened and read. TROY UNIVERSITY reserves the right to reject any and all bids and be the sole judge of quality versus cost. All quotes must be F.O.B. TROY UNIVERSITY (TO SPECIFIED LOCATION).

QUOTE ON THE ITEM(S) LISTED ON THE ATTACHED PAGE(S). NO EMAILED OR FAXED BIDS WILL BE ACCEPTED. DIGITAL COPIES ARE TO BE SENT IN ADDITION TO THE PHYSICAL BID PACKAGE. TROY UNIVERSITY DOES NOT PRE-PAY BID ITEMS.

FILL IN THE FOLLOWING INFORMATION AND RETURN WITH BID:

- SIGN AND RETURN THIS FORM WITH YOUR BID
- THE OUTSIDE OF THE ENVELOPE SHOULD STATE BID #, TIME, AND OPENING DATE

TROY UNIVERSITY BID #

Day:

Date:

Time: PM CST

SUBMIT SEALED BIDS TO:

Troy University Purchasing Department,
100 University Park Troy, AL 36082

Attn: Sarah Richards
bids@troy.edu

VENDOR INFORMATION: ALL ITEMS MUST BE LEGIBLE.

COMPANY NAME _____

ADDRESS _____

PHONE _____

SIGNATURE _____ DATE _____

PRINT NAME _____

EMAIL ADDRESS (REQUIRED) _____

SHORTEST ESTIMATED SHIPPING TIME FOLLOWING INTENT TO AWARD: _____

NOTE THE FOLLOWING ITEMS:

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and local sales, use and/or lease tax on all taxable sales and leases into Alabama. **By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557,** they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

CANCELLATION FOR LACK OF FUNDING: This contract may be cancelled without any further obligation on the part of TROY University in the event that funds are not appropriated or sufficient funding is unavailable to assure full performance of terms.

A list of terms and requirements follows. **All applicable items on check list are required at the time of the bid opening.**

Troy University Bid Checklist: All items are required to be submitted with the vendor's bid response unless otherwise noted.

- Troy University Cover Sheet (signed by an authorized company representative)
- Bid response (respond based on instructions provided in specifications)
- W-9 (complete enclosed form or submit vendor file copy)
- Vendor Disclosure (see instructions below: complete enclosed form)
- Affidavit of Alabama Immigration Law Compliance (see instructions below: complete enclosed form)
- Bid Bond, if applicable (see instructions, below)
- Performance Bond (**awarded vendor** only – see instructions below)

Requirements Defined:

BID BONDS:

Troy University Purchasing Policy provides that all vendors are required to furnish a bid bond on any contracts for services exceeding **\$50,000**. A bid bond is designed to secure a particular bid until it is either rejected or accepted and a contract is made and secured or goods are received. Bid guarantees may be presented in the form of a bid bond, postal money order, certified check, cashier's check or irrevocable letter of credit for no less than 10% of the bid amount. All check guarantees for unsuccessful bidders will be returned in a timely manner.

For the successful bidder, a bid bond remains in effect until the following:

1. A vendor who is providing goods or materials has received an approved Troy University Purchase Order or contract, or
2. A vendor who is providing services has been notified of award. The bid bond for the successful vendor will remain in the possession of the Troy University Purchasing Department until such time as a performance bond can be presented to the University for services under contract.

VENDOR DISCLOSURE FORMS:

State of Alabama Act 2001-955 requires that the Vendor Disclosure statement be completed and filed with all proposals, bids, contracts or grant proposals to the State of Alabama in excess of \$5,000.00. A vendor disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award. **A new vendor disclosure statement is required for each purchase in excess of \$5,000.00 regardless of prior purchases. A current vendor disclosure statement must be on file before invoices can be processed for payment.**

ALABAMA IMMIGRATION LAWS:

Alabama Law (Section 31-13-9 (a) and (b), Code of Alabama, 1975) - The State of Alabama passed new legislation effective January 1, 2012 known as the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535. This legislation requires anyone receiving state monies to verify that they are in compliance with the new immigration law. State Agencies, including Troy University are required to withhold payment until proper verification has been obtained.

PERFORMANCE BONDS:

Alabama Law (Section 41-16-28, Code of Alabama 1975) provides that a bond in a responsible sum for faithful performance of the contract, with adequate surety, shall be required in an amount specified in the advertisement for bids. The performance bond shall be set at no less than 10% of the total contractual amount or at a stated amount of no less than the cost of one month's service, whichever is greater. A performance bond must be in effect prior to the first date of service. Upon award of the bid, the successful bidder will be responsible for providing a Performance Bond which should be valid until all work associated with this project has been completed. Performance bonds may be presented in the form of a surety bond (PREFERRED), postal money order, certified check, or cashier's check. The performance bond should be presented to Troy University Purchasing Department before a purchase order is issued. No goods are to be delivered and no work is to begin without an official Troy University purchase order.



**REQUEST FOR PROPOSAL # 24-027
FIRE SAFETY INSPECTION SERVICES**

Issue RFP: August 15, 2024

**Mandatory
Pre-Bid Conference:** August 22, 2024
2:00 PM CST

Proposals Due: September 12, 2024
2:00 PM CST

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Calendar of Events

Troy University Request for Proposal 24-027:
Fire Safety Inspection Services

August 15, 2024	Issue RFP
August 22, 2024 2PM CST	Mandatory Pre-bid Conference (In-Person or via teleconference/WebEx) Location: Troy University Purchasing Dept 100 University Park, 2nd Floor Troy, AL 36082
August 26, 2024 10AM CST	RFP Questions due
August 28, 2024 4PM CST	Answers to RFP Questions
September 12, 2024 2PM CST	Proposals are due by 2 PM (CST) to be opened and reviewed in the conference room at: Troy University Purchasing Dept 100 University Park, 2nd Floor Troy, AL 36082
September 12, 2024	RFP review begins
September 22, 2024	Selection of Vendor(s) (If the decision is made to award the contract)
October 1, 2024	Contract commencement

****ALL DATES ARE SUBJECT TO CHANGE****

Evaluation of Criteria

Troy University Request for Proposal 24-027:
Fire Safety Inspection Services

Proposals will be evaluated per the following criteria:

1. Points can be assigned as follows:

1. Excellent	30
2. Good	20
3. Fair	10
4. Poor	5
5. Unacceptable	0

2. Each category is weighted by importance and compared to similar size institutions where applicable:

	<u>Weight Factor</u>
1. Customer Service and Responsiveness	20
2. Qualification	20
• Higher Education Experience	
• Demonstrate Knowledge of TROY	
• 3 References (similar size institutions)	
3. Proposed charge for services	20
4. Compliance with state legislation and regulations	15
5. Implementation Plan	10
6. Reporting	10
7. References (3 similar institutions)	5

EXAMPLE:

1. Qualification

-Excellent Rating 20 x 30 (weighting) = 600 points

2. Reporting

- Poor Rating 10 x 5 (weighting) = 50 points

3. References

- Fair Rating 10 x 10 (weighting) = 100 points

3000 points possible

Evaluation Criteria Worksheet

Troy University Request for Proposal 24-027:
Fire Safety Inspection Services

	Weighting Factor	Points Assigned	Total
1. Customer Service and Responsiveness	20		
2. Qualification	20		
3. Proposed charge for services	20		
4. Compliance with state legislation and regulations	15		
5. Implementation Plan	10		
6. Reporting	10		
7. References (3 similar institutions)	5		

Request for Proposal

Introduction & Bidder Instructions

Troy University Request for Proposal 24-027:
Fire Safety Inspection Services

1. Purpose

Troy University (TROY) is soliciting proposals for fire safety inspection services that must include a scalable business model and focus on compliance with all industry regulations, timely responsiveness, and world-class customer service. TROY seeks to ensure that the fire safety inspection services provided result in increased safety and system reliability due to the use of a robust quality assurance model. TROY's objectives include, but are not limited to:

- Providing a safe environment for everyone on university property
- Maintaining all fire safety systems to university standards
- Creating a robust preventative maintenance program to stop issues with fire safety systems in the future
- Complying with all industry regulations and legislation, according to NFPA 25 and NFPA 72

▪ Background

Troy University serves 21,000+ students at its four campuses in Alabama (Troy, Montgomery, Dothan, and Phenix City) and sites in multiple other states and international locations and online. Accredited by the Commission on Colleges of the Southern Association of Colleges and Schools, Troy University offers more than 100 undergraduate academic majors, including concentrations, and nearly 100 graduate academic majors. Of the 21,000 students enrolled at TROY, more than 8,000 of the students attend the university's primary campus in Troy, Alabama. TROY's main campus consists of over 60 buildings and over 2.5 million square feet of education facilities. TROY is focused on providing world-class service to students and all constituents. TROY is committed to maintaining a safe environment for each student, employee, and visitor on university property; therefore, fire safety inspection services are a critical support unit to the University.

2. Commitment of the University

Troy University (TROY) reserves the right to withdraw this RFP at any time and for any reason. Receipt of proposal materials by the University or submission of a proposal to the University confers no rights upon the proposer nor obligates the University in any manner. Any potential bidder currently involved in a contractual dispute with the University that may lead to litigation is prohibited from bidding for additional contracts with the University.

A contract, based on this RFP, may or may not be awarded. Any contract resulting in an award from the RFP is invalid until properly approved and executed by the Chancellor or approved designee, Troy University. Any agreements shall be construed and interpreted according to the laws of the State of Alabama and should be so stated in the proposal offered to the University.

3. Issuing Office

This RFP is being issued by and sealed proposals are to be submitted to:

Sarah Richards
Purchasing Coordinator
Troy University
100 University Park
Troy, AL 36082

4. Form of Contract

The successful bidder shall submit a proposed agreement. The scope and terms of the contract shall consist of the RFP, any amendments thereto, and the contractor's proposal in response to the RFP. In the event that an issue is addressed in one document that is not addressed in the other documents, no conflict in language shall be deemed to have occurred. However, the University reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Contractor's proposal. In all other matters not affected by the written clarification, the RFP shall govern.

No modifications or changes in any provision in the contract shall be made, or construed to have been made unless such modification is mutually agreed to in writing by the Contractor and the University. The agreed-upon modifications are to be incorporated as a written amendment to the contract. Memoranda of understanding and correspondence shall not be construed as amendments to the contract.

The contract shall be construed according to the laws of the State of Alabama. Any legal proceedings against the University regarding this RFP, or any resultant contract, shall be brought in the State of Alabama, in Pike County, administrative or judicial.

5. Deviations from the Form of Contract

The stated requirements appearing elsewhere in the RFP shall become a part of the terms and conditions of any resulting contract. Any deviations, therefore, must be specifically defined by the Contractor in the proposal which, if successful, shall become part of the contract, but such deviations must not conflict with the basic nature of this RFP.

6. **Execution of Contract**

The awarded Contractor shall execute and deliver to TROY the contract in substantial form, and include those items added or deleted during negotiations within ten (10) days after prescribed documents are presented for signature. The Contractor shall also provide satisfactory evidence of all required insurance coverage, bonds, and proof satisfactory to TROY, of the authority of the person executing the contract on behalf of the Contractor.

The above documents must be furnished, executed, and delivered before the contract will be executed by TROY. The contract will not be binding upon TROY until executed by TROY, and a copy of the fully executed contract is delivered to the Contractor.

The contract shall be for an initial term of at least one year with successive one-year renewal options, not to exceed five (5) years total, or September 30, 2029. The Contractor will note in the proposal that the University shall be allowed to terminate the contract without cause at the end of the current contract year with 90 days written notice to the Contractor.

*The contractual period for this project will commence upon award of this offering (estimated as October 1, 2024 -September 30, 2025). To better align with Troy University's fiscal years, any renewals will commence at the beginning of the next fiscal year (October 1, 2025). Troy University's fiscal year runs from October 1st through September 30th.

7. **Contract Requirements**

▪ **BID BONDS:**

Troy University's Purchasing Policy provides that all vendors are required to furnish a bid bond on any contracts for services exceeding \$50,000. A bid bond is designed to secure a particular bid until it is either rejected or accepted and a contract is made and secured or goods are received.

Bid guarantees may be presented in the form of a bid bond, postal money order, certified check, cashier's check, or irrevocable letter of credit for no less than 10% of the bid amount. All check guarantees for unsuccessful bidders will be returned promptly.

For the successful bidder, a bid bond remains in effect until the following:

- A vendor who is providing goods or materials has received an approved Troy University Purchase Order or contract.
- OR-
- A vendor who is providing services has been notified of the award. The bid bond for the successful vendor will remain in the possession of the Troy University

Purchasing Department until a performance bond can be presented to the University for the services under contract.

▪ **PERFORMANCE BONDS:**

Alabama Law (Section 41-16-28, Code of Alabama 1975) provides that a bond is a responsible sum for the faithful performance of the contract, with adequate surety, shall be required in an amount specified in the advertisement for bids. The performance bond shall be set at no less than 10% of the total contractual amount or at a stated amount of no less than the cost of one month's service, whichever is greater. A performance bond must be in effect prior to the first date of service. Upon award of the bid, the successful bidder will be responsible for providing a Performance Bond, which should be valid until all work associated with this project has been completed. The performance bond shall be presented to the Troy University Purchasing Department before a purchase order is issued. No goods are to be delivered and no work is to begin without an official Troy University purchase order.

▪ **VENDOR DISCLOSURE FORMS:**

State of Alabama Act 2001-955 requires that the Vendor Disclosure statement be completed and filed with all proposals, bids, contracts or grant proposals to the State of Alabama in excess of \$5,000.00. A vendor disclosure statement is not required for contracts for gas, water, and electric services, where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award. A new vendor disclosure statement is required for each purchase over \$5,000.00 regardless of prior purchases. A current vendor disclosure statement must be on file before invoices can be processed for payment.

8. Examination of the RFP Document

The bidder is encouraged to carefully examine all related RFP documents to become fully informed of the requirements and preferred features of the system to be provided. The bidder is responsible for collecting all necessary data required for developing its proposal for the described services.

Interested bidder(s) may contact Mr. Robert Woodmansee, Maintenance Manager, TROY Physical Plant, between August 15 and August 22, 2024, for any required clarifications. Pursuant to item 10 below, Troy University Purchasing must be contacted for interpretation or corrections required to the RFP.

A pre-bid conference will be held on August 22, 2024, 2PM CST in the 2nd floor conference room of 100 University Park. Attendance at the pre-proposal conference is **mandatory**. The bidder may either attend in person, via Teleconference, or WebEx. Each bidder is limited to two (2) representatives per firm regardless of the method of attendance. The University must be informed of the manner in which the bidder will attend by August 21, 5PM CST.

Bidder must submit two hardcopy original documents and a flash drive that contains the proposal. The flash drive and original documents will become the property of TROY.

Sealed proposals will be received until 2 PM Central Standard Time at which time bids will be publicly opened. Proposals received after the date and time specified **will not** be accepted.

Mail sealed proposal packages to:

Sarah Richards

Purchasing Coordinator
Troy University
100 University Park
Troy, AL 36082

Hand deliver by 2 PM CST on the day of opening to:

Sarah Richards

Purchasing Coordinator
Troy University
100 University Park
Troy, AL 36082

The outside cover/envelope is to be clearly marked as:

RFP # 24-027 Fire Safety Inspection Services
Name of Company
September 12, 2024
2PM CST

9. Proposal Addenda and Rules for Withdrawal

- Prior to the deadline date specified for receipt of proposals, a proposal may be withdrawn by submitting a written request for its withdrawal to the address listed above.
- Unless requested by the University, the University will not accept any addenda, revisions, or alterations to proposals after the proposal's due date.
- Any submitted proposal shall remain valid for six (6) months after the proposal's due date.

10. Addenda – Changes While Proposing

No interpretation of the meaning of the contract documents as defined in the scope of services, nor correction of any apparent ambiguity, inconsistency, or error therein will be made to bidders orally. Every request for such interpretation or correction shall be addressed in writing to:

Sarah Richards

Purchasing Coordinator
Troy University
100 University Park
Troy, AL 36082

Attention: Fire Safety Inspection RFP #24-027

Questions may also be sent to: **bids@troy.edu**

Any such request(s) for interpretation or correction must be received by August 26, 2024, by 10AM CST, in order to be given consideration. All such interpretations and supplemental instructions will be transmitted by mail, email, or fax to all bidders no later than five (5) working days prior to the last day for submitting proposals.

11. Rejection of Non-Responsive Proposals

Proposals shall be considered non-responsive if they contain omissions, alterations of unacceptable conditions or limitations, or other irregularities of any kind. TROY may reject proposals considered non-responsive.

12. Oral Commitments

Potential bidders should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between representatives of potential bidders and any Troy University personnel are not binding on Troy University unless confirmed in writing by Sarah Richards or April Johnson.

Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion, negotiation, and clarification of proposals. Any oral clarifications of substance shall be reduced in writing by the proposer when requested by TROY.

13. Offer of Gratuities

By submission of a proposal, the proposer certifies that no official or employee of the University has or will benefit financially or materially from this contract. The contract may be terminated by the University if it is determined that gratuities of any kind were either offered to, or received by, any official or employee of the University from the potential bidder, his agent, or employees.

14. Restrictions on Communicating with University Staff

From the issuance date of the RFP, until a Contractor is selected and selection is announced, bidders are not allowed to communicate with any University staff except:

1. Mr. Robert Woodmansee, or his approved representative.
2. The Purchasing and Asset Management department
3. University Representatives during oral presentations and demonstrations
4. Via written questions as provided in Paragraph 10

The University shall reserve the right to reject a proposal for violation of this provision.

15. RFP Addenda

Addenda to this RFP may be necessary prior to the closing date and will be furnished by mail to all prospective bidders. Failure to acknowledge receipt of the addenda in accordance with instructions contained therein may result in the proposal not being considered.

16. Compliance with the Law

The Contractor shall comply with all applicable laws, ordinances, rules, and regulations relating to the Services provided under this Agreement.

17. Insolvency

In addition to all other rights herein, either party hereto may terminate this Agreement without prior notice should the other party become insolvent, voluntarily file for bankruptcy or receivership, or make any assignment for the benefit of creditors, or should the other party have commenced against it any proceeding, suit or action in bankruptcy or receivership provided such proceeding, suit or action is not dismissed within thirty (30) days.

TROY's financial status depends directly upon appropriations from the State of Alabama. Therefore, this agreement, and its continuation, is hereby expressly made contingent upon TROY receiving from the State of Alabama an appropriation in

sufficient amount to allow TROY to meet its financial obligations. Such determination shall be made solely by TROY and such determination shall be final and binding upon both parties. If at any time TROY shall determine that its appropriation is not adequate to allow it to meet its obligations, then in such event TROY shall be allowed to terminate this Agreement, upon 90 days written notice to Contractor, with all other termination and final settlement provisions remaining applicable hereto.

18. Trade Secrets and Proprietary Information

During the term of this Agreement, the Contractor and University may have access to certain proprietary materials of each other. In the case of the Contractor, proprietary information shall include management guidelines and procedures, faculty data, student data, staff data, operating manuals, and similar compilations regularly used in the Contractor's business operations ("Trade Secrets"). Neither Troy University nor Contractor shall disclose any of the other party's Trade Secrets or other proprietary information, directly or indirectly, during or after the term of this Agreement. The parties shall not photocopy or otherwise duplicate any such material without the prior written consent of the originator. All Trade Secrets and other proprietary information shall remain the exclusive property of its originator and shall be returned thereto immediately upon termination of this Agreement. In the event of any breach of this provision, the offended party shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive termination of this Agreement.

As a reminder, all student data must be protected under the provisions of FERPA (Family Educational Rights and Privacy Act). The successful vendor must demonstrate that security mechanisms are in place to protect against data loss or security breaches. Also, evidence of FERPA training and certification of all vendor employees servicing the TROY account must be provided prior to contract initiation and continue throughout the term of the contract for all vendor employees. In addition to the required FERPA training, the successful bidder must participate in annual data security training for all vendor employees; the training will be provided by Troy University. This training will be performed in conjunction with the University policy regarding data security. All incoming and/or new employees to the TROY account will be trained on FERPA and data security prior to accessing any TROY records. Proof of compliance is required when the training is completed.

Additionally, the successful vendor must acknowledge that they fully understand and follow the GLBA (Gramm-Leach-Bliley Act) security best practices in the vendor's operations and provide a written statement of compliance on an annual basis to the University.

19. Assignment

This Agreement, or any portion thereof, may not be assigned by either party without the written consent of the other.

20. Catastrophe

Neither Contractor nor TROY shall be liable for failure to perform its respective obligations hereunder when such failure is caused by fire, explosion, water, an act of God, civil disorder or disturbance, strikes, vandalism, war, sabotage, weather and energy-related closings, governmental rules or regulations, failure of third parties to perform their obligations with respect to the Services, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes.

It is required by the University that the successful bidder speak to their disaster recovery/backup methodology in order for the vendor-supplied contact center to remain operational in a disaster situation. The University requires that the vendor demonstrate routine exercises of their disaster recovery plan and provide reports to the University of those exercises on an annual basis. Failure to provide adequate disaster recovery/backup mechanisms in order to mitigate vendor downtime could result in the termination of the contract by TROY should the deficiency not be corrected. Remediation of the disaster recovery/backup facilities would be required in a mutually agreed-upon time frame by the bidder and Troy University.

21. Severability

If any term or provision of this Agreement or the application hereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22. Amendments to Agreement

All provisions of this Agreement shall remain in effect throughout the term hereof unless the parties agree, in a written document signed by both parties, to amend, add, or delete any provision. This Agreement contains all agreements of the parties with respect to matters covered herein, superseding any prior agreements, and may not be changed other than by an agreement in writing signed by the parties hereto.

23. Entire Agreement

This Agreement and its attachments and other documents specifically incorporated by reference herein contain the entire understanding and agreement of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein.

24. Litigation

The contract shall be governed by the laws of the State of Alabama both as to its interpretation and performance without regard to its choice of law requirements. Should either party be required to legally enforce the contract then a suit shall be filed in the Circuit Court of Pike County, Alabama as the exclusive venue to adjudicate the same and the non-prevailing party shall be responsible for the expenses of the prevailing party, including reasonable attorney's fees as a result of such litigation.

Proposal Format

Troy University Request for Proposal 24-027: Fire Safety Inspection Services

Proposals shall be submitted in the format contained in the Request for Proposal. This material must be in sequence and related to the Request for Proposal. The University will make no reimbursement for the cost of developing or presenting proposals in response to this Request. Only information specifically related to this type of project will be evaluated. Proposals must present the following information.

Section A: Company Profile: A brief narrative describing the company's history, corporate resources, management team, company philosophy, approach to providing services, qualifications, higher education experience, total number of years in business, relevant experience, and benefit TROY will receive through contracting with the firm.

The University desires a listing of all higher education institutions served that are similar in demographics and multi-campus education delivery. In addition, at least three account references from this list should be included that contain liaison names, telephone numbers, physical addresses, email addresses, and a description of services provided, and dates of the services.

Section B: Service Features: A complete description of the fire safety inspection services and schedules of the inspection should be included. The services available and described can extend beyond the services requested by TROY. This proposal should include a building inspection schedule in this section.

Section C: Implementation Plan: Describe the process used to implement the contracted services, including any customization or transition period that will be required. Provide a listing of events and timeframes for accomplishing the implementation.

Section D: Reporting: Describe how the inspection services will be reported and accessible to TROY, specifically to the Maintenance Department.

Section E: Customer Service: Describe who will be the point of contact for Troy University. Explain what tools and procedures are in place to assure the company's responsiveness and timeliness. Provide outline of response time commitments to common calls.

Section F: Exceptions to RFP: The vendor must address any and all exceptions to the RFP. These should be referenced by subsection.

Section G: Acknowledgement of Amendment or Addendum to RFP: Receipt by a bidder of an amendment or addendum to the RFP must be acknowledged by inserting a signed copy in the bidders' proposal.

Section H: Pricing Information: The University expects to award a contract based on the initial offer, therefore all proposals should be submitted on the most favorable and complete price, and technical terms that the bidders can submit to the University. Submit your pricing and the pricing structure in this section. Multiple pricing structures can be submitted but should be clearly labeled.

Section I: Additional Information: Any other important information that is pertinent to this proposal.

Scope of Services

Troy University Request for Proposal 24-027:
Fire Safety Inspection Services

Project Overview: Troy University intends to award a one-year service contract (with subsequent one-year extensions, for up to five years) for the annual fire sprinkler system and fire alarm inspections in accordance with NFPA 25 and NFPA 72 requirements. The annual inspections portion will begin on **November 1, 2024**. Troy University reserves the right to award contracts on a campus-by-campus basis, as determined to be in the best interest of the University.

1. Awarded vendor(s) will complete annual fire sprinkler system inspections in accordance with NFPA 25 and State of Alabama requirements. After each visit, the vendor must provide a report of the inspection to Troy University. Each fire alarm panel and other equipment required by the state fire marshal shall also be tagged in the field with the date of inspection in a visually obvious way.
2. A binder of printed reports shall be given to the maintenance manager no later than 2 weeks after the inspections are completed. This binder should have a professional appearance and be easy to navigate. This binder will become the property of Troy University to be stored on file.
3. The vendor, as a part of every complete annual test, shall survey the building, fire alarms fire suppression systems, and related equipment for any outstanding manufacturers' recalls or recommended repairs, upgrades, or modifications. All findings shall be included as a separate part of the inspection report and included in the binder noted under item #2.
4. During the period of the contract or any extension thereof, Troy University reserves the right to add or delete specific services and/or locations at the prevailing contract prices. The contractor will be given seven (7) days' notice to effect the requested changes.
5. Perform all required tests or inspections and coordinate where required with the Physical Plant.
6. Work with the University to map all Fire Alarm Control Panels (FACPs) and fire extinguisher locations and update as necessary.
7. System Specifications:

Fire Alarm Systems (annual inspection)

NOTE: All buildings will have horns, strobes, horn/strobes, and door-hold-open systems.

- a. Fire test of elevators and doors
- b. Inspect for any changes in the building's status that may affect the performance or reliability of the fire alarm system.
- c. Inspect and determine if the fire alarm and detection system is in service and satisfactory condition.
- d. Inspect for any changes or modifications of the fire alarm and detection system.
- e. Inspect general storage and stock arrangements concerning fire alarm and detection system protection.

- f.** Check the general condition of the fire alarm panel and related equipment.
- g.** Test all smoke and heat detectors as per manufacturer specifications.
- h.** Test carbon monoxide detectors per manufacturer specification.
- i.** Inspect and test all audible devices, fire department phones, strobes, and pull stations for proper operation.
- j.** Inspect all fire alarm control panels and remote fire alarm panels.
- k.** Inspect and test all enunciators and zones.
- l.** Inspect all batteries. Date of last replacement to be reported during service
- m.** Inspect and perform tests on all output relay activations.
- n.** Inspect and exercise all flow switches, tamper switches, and low air alarms.
- o.** Inspect and verify all signals are received by Central Station Monitoring.
- p.** Inquire as to general occupancy environment, operations, and conditions related in accordance with NFPA standards.
- q.** Compile a complete report of the inspection, explain any deficiencies, and recommend corrective action to be taken according to recognized care and maintenance standards.

Fire Sprinkler Systems (annual inspection)

- a.** Inspect all wet systems and risers
- b.** Perform a 2" drain test and record static and residual pressure(s)
- c.** Check and determine if the fire sprinkler system is in service and working in satisfactory condition
- d.** Check the condition of drains valves, gauges, and related equipment
- e.** Inspect all sprinkler control valves for proper position, condition, accessibility, and test
- f.** Tag alarm valves as required by law
- g.** Inspect sprinkler control valve identification signs and security arrangements
- h.** Check all control valves
- i.** Open and close system control valves and sectional valves to see if in good condition and lubricate when necessary
- j.** Check the condition of all alarm valves and related trim
- k.** Test water motor alarm gong on all systems by:
 - Operating inspectors test connection
 - Visual inspection
 - Water flow for evidence of any obstruction
- l.** Inspect and test sprinkler alarm system components
- m.** Check condition of sprinkler heads for any obstruction or coatings that may hinder activation
- n.** Check reserve sprinkler heads for proper supply and arrangement
- o.** Check for adequate clearance around sprinkler heads for proper water distribution
- p.** Check the general condition of sprinkler system piping, hangers, and related equipment
- q.** Inspect the following fire department connections:
 - Couplings
 - Caps

- Threads
- Clapper
- Check valves
- Drains
- Lubricate as necessary

r. Instruct designated individuals in the care and maintenance of the fire protection equipment as required by NFPA 13 and 25 State requirements and the University's insurance requirements.

Dry Valves:

- a.** Trip dry valve to determine if it is in service and working condition
- b.** Check drain valves, gauges, and related components
- c.** Inspect and test all control valves for proper position, condition, and accessibility
- d.** Tag dry valve
- e.** Inspect the building for changes that could affect systems performance
- f.** Check sprinkler heads for any obstruction/coatings that may hinder activation
- g.** Check the condition of the dry valve and related trim
- h.** Check to see if reserve sprinkler head(s) are in proper supply and assortment
- i.** Check for adequate clearance around sprinkler heads for proper water distribution
- j.** Drain low points per NFPA 25
- k.** Inspect pressure-reducing valves, as per manufacturer standards, and report as necessary

Electric Fire Pumps (annual inspection):

- a.** Perform fire pump performance test in accordance with NFPA Annual Pump test
- b.** Test all fire pump functions for satisfactory performance
- c.** Check all valves to make sure they are fully open
- d.** Test operation of pressure and casing relief valve
- e.** Inspect packing glands and, if deemed necessary, adjust
- f.** Check fire pump start and stop pressures and adjust if necessary
- g.** Test pump for proper operation and conditions
- h.** Inspect bearings for proper operation and conditions
- i.** Set the mercoid switch on the fire pump and jockey pump
- j.** Provide a pump curve showing the operation of the pump as required by NFPA
- k.** Monthly Churns will be performed by Troy University personnel.

Backflow Preventers (annual inspection)

- a.** Perform annual inspection on backflow preventers in accordance with the city water department
- b.** Upon completion of the inspection, documentation will be forwarded to the city stating that the backflow preventer has been tested and inspected in accordance with the manufacturer's recommendation. Copy of inspection documents to also be provided to Troy University Physical Plant Office

- 7.** Because of the essential life safety aspects of the service contract, bidders shall meet all of the following criteria. Proof of it should be furnished on the "Contractor's Data Sheets." Only companies who are qualified will be permitted to submit a bid on this work.
- 8.** The importance of maintaining the systems and their components in a safe and satisfactory operating condition requires that a contractor who is regularly engaged perform the services with their own personnel for the inspection, detection, and protection testing of the fire sprinkler system installed on the campus of Troy University.
- 9.** The contractor shall have been in the service business of this type for at least three (3) years.
- 10.** A list of institutions and names and telephone numbers of contact persons presently under contract for this type of service shall be submitted with the bid. Failure to submit at least 3 references will cause the bid to be declared non-responsive.
- 11.** The contractor shall not shut down any equipment unless permission is first obtained from the Maintenance Manager, Physical Plant Director, and/or University Health/Safety Director.
- 12.** Any specialized equipment required by the contractor to perform the services under this contract shall be provided at no additional cost to Troy University. Smoke detectors in some buildings will require the use of a lift. The successful bidder is required to provide their own lift for these areas. If the successful bidder would like to use the lift owned by the university, they will need to identify the cost savings and deduct the cost from the bill. The successful bidder would need to coordinate the use of the lift with the university prior to coming to campus to conduct work.
- 13.** The contractor shall not sell, transfer, assign, or otherwise dispose of this contract to any third party for the performance of their work. Exceptions are services outside their normal expertise such as excavation. All subcontractors must be approved prior to the start of work by the Maintenance Manager or Physical Plant Director.
- 14.** The contractor shall not subcontract any part of this contract without written, prior approval from the Maintenance Manager or Physical Plant Director.
- 15.** Work shall be performed during normal working hours. Normal working hours are defined as 8:00 a.m. to 5:00 p.m. Monday through Friday inclusive, excluding holidays.
- 16.** Reasonable means of access to the equipment to be inspected will be provided. However, advanced notice may be required.
- 17.** The contractor shall comply with all laws or ordinances and all rules and regulations of health, public, and/or other authorities controlling or limiting the methods, the materials to be used, or the actions of those engaged in work of this kind.

18. Any labor or material in addition to that described herein necessary to comply with these laws, rules, ordinances, or regulations shall be performed and furnished by the contractor.

19. Site Inspection: It shall be the responsibility of the bidder to visit the site and make a tour and inspection of the area and equipment to be serviced. The selected vendor shall be required to assume sole responsibility for the complete effort as required in this specification. No special consideration shall be given after bids are opened because of the bidder's failure to be knowledgeable of all conditions existing at the site.

20. Troy University reserves the right to cancel this contract at any time upon thirty (30) days' written notice to the contractor.

21. A summary report containing all deficiencies for Fire Alarm Systems, Fire Sprinkler Systems, Electric Fire Pumps and Backflow Preventers, and any other systems that are inspected shall be provided to the physical plant maintenance manager no later than 1 week after inspections are completed. If all buildings are not inspected at the same time of the year, this report will be due as soon as a scheduled block of buildings has been inspected. This report must be emailed and delivered in hard copy.

22. A quote to repair all deficiencies noted in the report shall also be provided in hard copy and by email no later than 2 weeks after a series of inspections are completed. The cost of these repairs may be made by using TROY University employees, another vendor, or the awarded contractor, whichever is deemed to be in the best interest of the University. These repairs will be considered part of this RFP, but costs for these repairs are anticipated to be an additional cost from the scheduled inspections.

23. The firm selected shall comply with all applicable federal, state, and local statutes, rules, and regulations, inclusive of those specific to only Troy University procedure.

24. The vendor(s) will take adequate precautions to protect all surfaces. The vendor(s) will repair any damage caused as a result of inspection or servicing of equipment including abuse, misuse, and neglect.

25. The vendor(s) is responsible for properly disposing of any materials removed or replaced. In addition, any areas disturbed should be restored to their original condition.

26. The awarded vendor(s) shall defend, indemnify, and hold harmless Troy University, its officers, agents, and employees from any and all claims and costs of any nature whether for personal injury, property damage, or any other liability arising out of or in any way connected with any acts or omissions of the Respondent or any of its principals, employees or agents under this request for qualification or under any agreement executed with Troy University.

27. All contracts between the awarded vendor(s) and Troy University will be for the purpose of setting prices and services to be provided and the term during which they are valid. No minimal amount of work will be guaranteed.

28. The university reserves the right to review any invoice of the awarded proposer.

29. If awarded vendor(s) is summoned for work he/she shall report and sign in and out with Physical Plant or their designee upon arriving and departing from Troy University campus.

30. The awarded vendor(s) shall not shut down any equipment unless permission is first obtained from the Manager, University Health/Safety, or their designee. The awarded vendor(s) shall comply with all Federal-Mandated OSHA lockout/tag-out procedures.

31. The awarded vendors' site personnel shall submit service tickets detailing the location, equipment, materials used, personnel names, number of hours for each person, and description of services performed, daily. Such tickets must be signed by the Manager, University Health/Safety, or their designee. Failure to do so will delay the processing of invoices or may result in nonpayment.

32. It is the responsibility of the awarded vendor(s) to keep the Manager, University Health/Safety, or their designee informed of the status of all work in progress daily including but not limited to estimated completion date and accrued and projected job costs. Failure to do so will delay the processing of invoices.

33. VENDOR QUALIFICATIONS:

- A. The technician or mechanic to perform the annual testing shall be licensed by the State of Alabama in fire protection.
- B. To be qualified to bid on this RFP, vendors shall be a licensed Fire Sprinkler Systems Contractor with the State of Alabama. Fire protection system tests shall be performed by personnel trained in testing procedures and in the systems' operations. The personnel shall have the appropriate servicing manuals, and the proper types of tools and lubricants for performing all required testing and inspection. The University will not provide any needed tools, i.e., ladders, hoses, radios, etc. to assist vendor in testing or inspections.
- C. All work including inspections and testing shall be performed in compliance with the NFPA as referenced by the State of Alabama and is subject to inspection by both Troy University and the State Fire Marshall's office.
- D. The reduced pressure backflow preventer, testable double-check valve assemblies, and detector check valves serving fire protection water supplies shall be tested annually.

- E. Vendors shall have sufficient test and inspection equipment needed to perform the work required as outlined in this RFP.
- F. Vendors shall have adequate personnel on their staff to perform the required tasks as outlined in this RFP.
- G. Vendors shall have job supervisors on their staff with experience as technicians and as supervisors with no less than five (5) years of experience in testing the systems listed in this RFP.

Fire Alarm & Sprinkler Locations

Previous Inspection Services and Schedules

Building Name	Campus	Alarm System	Sprinkler System	Fire Alarm	F/A Month Tested	Wet Sprinkler	W/S Month Tested	Dry Sprinkler	D/S Month Tested	Backflow	B/F Month Tested	Standpipe	S/P Month Tested	Fire Pump	F/P Month Tested
Adams Hall	Dothan	X	X	Annual	July							Annual	July	Annual	July
Coleman Hall	Dothan	X	X	Annual	July	Annual	July					Annual	July	Annual	
Everett Hall	Dothan	X	X	Annual	July	Annual	July	Annual	July					Annual	
Malone Hall	Dothan	X	X	Annual	July									Annual	July
Bartlett Hall	Montgomery	x	x	Annual	June	Annual	June			Annual	June	N/A		N/A	
GAP	Montgomery	x	x	Annual	June			Annual	June	Annual	June	N/A		N/A	
Rosa Parks Children's Wing	Montgomery	x	x	Annual	June	Annual	June			Annual	June	N/A		N/A	
Rosa Parks Library and Museum	Montgomery	x	x	Annual	June	Annual	June			Annual	June	N/A		N/A	
School of Nursing	Montgomery	x	x	Annual	June	Annual	June			Annual	June	N/A		N/A	
Whitley Hall	Montgomery	x	x	Annual	June	Annual	June			Annual	June	N/A		N/A	
Higginbotham	Phenix City	x	x	Annual	August	Annual	August			Annual	August				
Riverfront Building	Phenix City	x	x	Annual	August	Annual	August			Annual	August				
Extended Learning Center (ELC)	Troy	X	X	Annual	December	Annual	July					Annual	July		
Hawkins Hall	Troy	X	X	Annual	December	Annual	July			Annual	July	Annual	July	Annual	July
Long Hall	Troy	X	X	Annual	December	Annual	July								
Lott Baseball Complex	Troy	X	X	Annual	December	Annual	July	Annual	July	Annual	July				
Malone Hall	Troy	X		Annual	December										
Math Science Complex (MSCx)	Troy	X	X	Annual	December										
North End Zone	Troy	X	X	Annual	December	Annual	July					Annual	July		
Patterson Hall	Troy	X	X	Annual	December	Annual	July			Annual	July	Annual	July	Annual	July
Smith Hall	Troy	X		Annual	December					Annual	July	Annual	July		
Trojan Arena	Troy	X	X	Annual	December	Annual	July					Annual	July	Annual	July
Trojan Dining Hall	Troy	X	X	Annual	December			Annual	July			Annual	July	Annual	July
Vet Mem Stadium / Hawkins Tower	Troy	X	X	Annual	December	Annual	July					Annual	July		
Wellness Center / Trojan Fitness Cnt	Troy	X	X	Annual	December										
Clements Hall	Troy	X	X	Annual	July	Annual	July	Annual	July			Annual	July		
CMMS	Troy	X	X	Annual	July	Annual	July			Annual	July	Annual	July		
Cowart Hall	Troy	X	X	Annual	July	Annual	July					Annual	July		
Fraternity House - Alpha Tau Omega	Troy	X	X	Annual	July	Annual	July			Annual	July	Annual	July		
Fraternity House - Delta Kapp Epsilon	Troy	X	X	Annual	July	Annual	July			Annual	July	Annual	July		
Fraternity House - Farmhouse	Troy	X	X	Annual	July	Annual	July			Annual	July	Annual	July		
Fraternity House - Lambda Chi	Troy	X	X	Annual	July	Annual	July			Annual	July	Annual	July		
Fraternity House - Pi Kappa Phi	Troy	X	X	Annual	July	Annual	July			Annual	July	Annual	July		
Fraternity House - Sigma Chi	Troy	X	X	Annual	July	Annual	July			Annual	July	Annual	July		
Fraternity House - Tau Kappa Epsilon	Troy	X	X	Annual	July	Annual	July			Annual	July	Annual	July		
Honors Cottage	Troy	X		Annual	July										
Jack Paden House	Troy	X		Annual	July										
Jones Hall	Troy	X	X	Annual	July	Annual	July			Annual	July	Annual	July		
Married Student Apartments	Troy	X		Annual	July										
Newman Center 100	Troy	X	X	Annual	July	Annual	July								
Newman Center 200	Troy	X	X	Annual	July	Annual	July								
Pace Hall	Troy	X	X	Annual	July	Annual	July	Annual	July			Annual	July	Annual	July
Rushing Hall	Troy	X	X	Annual	July	Annual	July	Annual	July	Annual	July				

Previous Inspection Services and Schedules

Building Name	Campus	Alarm System	Sprinkler System	Fire Alarm	F/A Month Tested	Wet Sprinkler	W/S Month Tested	Dry Sprinkler	D/S Month Tested	Backflow	B/F Month Tested	Standpipe	S/P Month Tested	Fire Pump	F/P Month Tested
Shackelford Hall	Troy	X	X	Annual	July	Annual	July	Annual	July	Annual	July				
Sorority - Alpha Delta Pi	Troy	X		Annual	July					Annual	July				
Sorority - Alpha Gamma Delta	Troy	X		Annual	July										
Sorority - Alpha Omnicron Pi	Troy	X		Annual	July										
Sorority - Chi Omega	Troy	X		Annual	July										
Sorority - Kappa Delta	Troy	X		Annual	July										
Sorority - Phi Mu	Troy	X		Annual	July										
Trojan Village - 100	Troy	X	X	Annual	July	Annual	July					Annual	July	Annual	July
Trojan Village - 200	Troy	X	X	Annual	July	Annual	July					Annual	July		
Trojan Village - 300	Troy	X	X	Annual	July	Annual	July					Annual	July		
Trojan Village - 400	Troy	X	X	Annual	July	Annual	July					Annual	July		
Adams' Administration	Troy	X		Annual	March										
Collegeview	Troy	X		Annual	March										
Davis Fieldhouse	Troy	X		Annual	March	Annual	July	Annual	July						
HAL Hall of Honor	Troy	X	X	Annual	March										
Idea Bank 1	Troy	X	X	Annual	March	Annual	July					Annual	July		
Idea Bank 2	Troy	X	X	Annual	March	Annual	July					Annual	July		
International Arts Center (IAC)	Troy	X	X	Annual	March	Annual	July								
John Lewis Hall	Troy	X	X	Annual	March			Annual	July			Annual	July	Annual	July
Joint Training Center	Troy	X	X	Annual	March	Annual	July					Annual	July		
Recreation Gym (Elm St Gym)	Troy	X		Annual	March										
Trojan Center	Troy	X		Annual	March										
University Park	Troy	X		Annual	March	Annual	July								

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. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ 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. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	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 _____ <input type="checkbox"/>	
	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
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General Instructions

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

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

What's New

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

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

Line 2

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

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • 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.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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

Vendor Disclosure Statement Information and Instructions

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

A copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

The State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2001-955.

Pursuant to Act 2001-955, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

Definitions as Provided in Act 2001-955

Family Member of a Public Employee - The spouse or a dependent of the public employee.

Family Member of a Public Official - The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, a sibling and his or her spouse, of the public official.

Family Relationship - A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.

Person - An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

Public Official and Public Employee - These terms shall have the same meanings ascribed to them in Sections 36-25-1(23) and 36-25-1(24), Code of Alabama 1975, (see below) except for the purposes of the disclosure requirements of this act, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature.

Section 36-25-1(23), Code of Alabama 1975, defines a public employee as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(24), Code of Alabama 1975, defines a public official as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-16-2, Code of Alabama 1975.

Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

The form must be signed, dated, and notarized prior to submission.



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

This form is provided with:

Contract Proposal Request for Proposal Invitation to Bid Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

Yes No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

Yes No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
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By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature _____ Date _____

Notary's Signature _____ Date _____ Date Notary Expires _____

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

AFFIDAVIT OF ALABAMA IMMIGRATION LAW COMPLIANCE

In compliance with SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (the “Act”); CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b), this Affidavit of Alabama Immigration Law Compliance is to be completed and signed by an officer or owner of a contractor or grantee and notarized, as a condition for the award of any contract by Troy University to an employer that employs one or more employees in the State of Alabama and is a recipient of funds from Troy University. Contractors and Grantees are to provide notice to their Subcontractors of their Alabama Immigration Law Compliance obligations.

State of Alabama:

County of _____:

Before me, a notary public, personally appeared _____ (print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as _____ (your position) for _____ (name of contractor or grantee), said Contractor or Grantee does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, Contractor or Grantee affirms that it is providing notice to its subcontractors of their Alabama Immigration Law Compliance obligations.

I further attest that said Contractor or Grantee is enrolled in the E-Verify program and have affixed below said Contractor or Grantee’s E-Verify Employment Eligibility Verification User Identification Number confirming such program enrollment. I have read this Affidavit and swear and affirm that it is true and correct.

E-Verify Employment Eligibility Verification User Identification Number

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 2____.
I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

To be returned to Troy University