



**REQUEST FOR PROPOSALS# 26-008  
ELECTRICAL SUPPLIER SERVICES**

**Issue RFP:**

**June 4, 2026**

**Proposals Due:**

**July 14, 2026  
3pm CST**

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# Calendar of Events

Troy University RFP# 26-008 Electrical Supplier Services

<b>June 4, 2026</b>	Issue Request for Proposal
<b>June 15 2026 5 PM CST</b>	RFP Questions due
<b>July 14 2026 2 PM CST</b>	Proposals are due by 3 PM (CST) to be opened and reviewed in the conference room at:  <b>Troy University Physical Plant 1 Melton Carter Drive Troy, AL 36082</b>
<b>July 14 2026</b>	Proposal submission review begins
<b>TBD 2026</b>	Award selection decision

\*ALL DATES ARE SUBJECT TO CHANGE\*

# Evaluation Criteria

Troy University RFP# 26-008 Electrical Supplier Services

Proposals will be evaluated in accordance with 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 weighted by importance and compared to similar size institutions where applicable:

Criteria	Weight Factor
<b>1. Qualifications:</b> <ul style="list-style-type: none"> <li>• Experience/Years in Business</li> <li>• Sales Staff</li> <li>• Higher Education Clients</li> </ul>	20
<b>2. Proposed charge for goods/services and ordering method(s)</b>	20
<b>3. Reporting features and availability</b>	15
<b>4. Ability to provide on-site visits</b>	15
<b>5. References</b>	10
<b>6. Size/variety of stock on hand</b>	10
<b>7. Frequency/ease/method of delivery</b>	5
<b>8. Forms/methods of communication with TROY staff</b>	5

**EXAMPLE:**

- 1. Qualifications:** Good Rating 20 x 20 (weighting) = 400 points
- 2. References:** Poor Rating 5 x 5 (weighting) = 25 points

## Evaluation Criteria Worksheet

Criteria	Weight Factor	Points Assigned	Total
<b>1.</b> Qualifications: <ul style="list-style-type: none"> <li>• Experience/Years in Business</li> <li>• Sales Staff</li> <li>• Higher Education Clients</li> </ul>	20		
<b>2.</b> Proposed charge for goods/services and ordering method(s)	20		
<b>3.</b> Reporting features and availability	15		
<b>4.</b> Ability to provide on-site visits	15		
<b>5.</b> References	10		
<b>6.</b> Size/variety of stock on hand	10		
<b>7.</b> Frequency/ease/method of delivery	5		
<b>8.</b> Forms/methods of communication with TROY staff	5		

# Introduction & Instructions

Troy University RFP# 26-008 Electrical Supplier Services

## Purpose

The purpose of this Request for Proposal (RFP) is to establish a contract for an electrical supplier(s) to serve Troy University's needs. The electrical supplier(s) requirements are contained within this RFP document.

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. Troy University reserves the right to award multiple contracts as a result of this RFP should it be deemed in the best interest of the University to do so.

## Issuing Office and Key Contact

Troy University's Purchasing Department is the Issuing Office for this RFP and any subsequent addenda relating to it. It is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in the RFP. Purchasing is the only office authorized to change, modify, or otherwise amend the specifications, terms and conditions of this RFP and any agreement(s) awarded as a result of this RFP. All questions or requests for information must be submitted in writing via email or mail to the Key Contact:

**Sarah Richards** | *Purchasing Coordinator*  
Troy University Purchasing  
100 University Park, 2nd Floor  
Troy, AL 36082  
**Email:** bids@troy.edu

## Contract

### 1. 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, if any, 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 and 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, Pike County, administrative or judicial.

## 2. 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 be in conflict with the basic nature of this RFP.

## 3. Execution of Contract

The Contractor to whom the contract is awarded shall, within ten (10) days after prescribed documents are presented for signature, execute, and deliver to TROY the contract in substantial form, and include those items added or deleted during negotiations. 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 it has been executed by TROY and a copy of such fully executed contract is deliverable to the Contractor.

The contract shall be for an initial term of one year with successive one-year renewal options not to exceed a total of three (3) years from the initial date of commencement. 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 30 days written notice to the contractor.

## 4. Contract Requirements

### PERFORMANCE BONDS:

A bond is 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. 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:

Section 41-16-82, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals in excess of **\$25,000** and contracts that meet or exceed the threshold for bid or other formal solicitations under Article 5 of Chapter 4 of Title 41 or any other law that requires formal solicitation procedures for awarding public contracts. The disclosure statement is not required for contracts with publicly traded companies, contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance, or awards of economic development incentives. In circumstances where a contract is awarded by competitive bid or other formal solicitation procedure, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within thirty (30) days of the award. **A new vendor disclosure statement is required to be filed each fiscal year that a contract is implemented.** A current vendor disclosure statement must be on file before invoices can be processed for payment.

## RFP

### 5. Examination of the RFP

The bidder is encouraged to carefully examine all related RFP documents to become fully informed of the requirements and preferred features of the services and products 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 email [bids@troy.edu](mailto:bids@troy.edu) between June 2, 2026 and June 15, 2026 for any required clarifications. Pursuant to item 7 below, Sarah Richards, Purchasing and Asset Management, must be contacted for interpretation or corrections required to the RFP. Any questions asked after June 15, 2026 may not be answered.

### 6. RFP Deadlines and Events

Sealed proposals will be received until 3:00 PM CST on July 14, 2026 at which time bids will be publicly opened. Proposals received after the date and time specified will not be accepted. Bidder must submit three hardcopy original documents. These documents will become the property of TROY.

Sealed Proposals can be either mailed or delivered to the following address prior to the opening:

**Sarah Richards | Purchasing Coordinator**  
Troy University Purchasing  
100 University Park, 2nd Floor  
Troy, AL 36082  
**Email:** [bids@troy.edu](mailto:bids@troy.edu)

The outside cover should be clearly marked as:

**RFP # 26-008 ELECTRICAL SUPPLIER SERVICES**  
**3 PM / July 14, 2026**  
[Name of Company]

The proposal opening will be in the Physical Plant Conference Room:

**1 Melton Carter Drive Troy, AL 36082**  
**July 14, 2026 at 3pm CST.**

We request that those wishing to attend in person or via Teams **inform us 24hours in advance,** via email to [bids@troy.edu](mailto:bids@troy.edu).

## Proposal and RFP Policies

### 7. Proposal Addenda and Rule 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 due date. Any submitted proposal shall remain valid for six (6) months after the proposal due date.

### 8. 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 via email ([bids@troy.edu](mailto:bids@troy.edu)) or via mail to:

Troy University Purchasing  
100 University Park, 2nd Floor  
Troy, AL 36082  
**ATTN: RFP#26-008 Electrical Supplier**

Any such request(s) for interpretation or correction must be received June 15, 2026 in order to be given consideration. All such interpretations and supplemental instructions will be transmitted by mail or email to all bidders no later than five (5) working days prior to the due date for submitting proposals.

#### **9. 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.

#### **10. 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.

#### **11. 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.

#### **12. 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:

- Robert Burkey
- Anthony Rosa
- The Purchasing and Asset Management department
- University Representatives during oral presentations and demonstrations (if applicable)

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

#### **13. Compliance with the Law**

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

#### **14. 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 actually receiving from the State of Alabama an appropriation in sufficient amount so as 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.

## **15. Trade Secrets and Proprietary Information**

During the term of this Agreement, Contractor and University may have access to certain proprietary materials of each other. In the case of Contractor, proprietary information shall include management guidelines and procedures, faculty data, student data, staff data, operating manuals, and similar compilations regularly used in Contractor's business operations ("Trade Secrets"). Neither 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.

## **16. Assignment**

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

## **17. 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, 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 Electrical Supplier to remain operational in a disaster situation. The University requires that the vendor demonstrate routine exercise 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 to time frame by the bidder and University.

## **18. 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.

## **19. 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.

## **20. Entire Agreement**

This Agreement and its attachments and other documents specifically incorporated by reference herein contains 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.

## **21. 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 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.

# Scope of Services

Troy University RFP# 26-008 Electrical Supplier Services

## Objective

Troy University (TROY) is soliciting proposals for electrical supplier goods and services.

## Electrical Supplier Requirements

### Electrical Supplier Expectations

1. Knowledge of the goods and services required at TROY or ability to learn them.
2. Experience with large scale operations, with multiple locations.
3. Competitive prices for goods.
4. Sales representative who is a direct contact for Troy. This sales representative should be knowledgeable of the goods and willing to look at specific issues with a technician if needed. Also, this representative should be able to visit TROY's Physical Plant at least once a week and other TROY sites as needed.
5. Supplier should have a large amount of goods in the storehouse to limit necessity to order goods from somewhere else.
6. Supplier should deliver orders at least twice a week.
7. Supplier has a direct phone number for TROY to contact, an office, and an email for communication purposes.

# Proposal Format

Troy University RFP# 26-008 Electrical Supplier 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 scope of services 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 contains liaison names, telephone numbers, physical addresses, email addresses, and a description of services provided, and dates of the services.

**Section B: Location Profile:** Physical location of nearest site/branch, number of years in business (if different from above). Sales Representative's information should also be provided in this section. How long have they been with the company? Experience? How often will they visit TROY's site? What methods of communication will be extended? Etc.

**Section C: Supplier Features/Products:** A complete description of the electrical supplier's services. The services available and described can extend beyond the requested services requested by TROY. Provide details general details of product offerings, warranties, standard shipping method(s), standard shipping times, and availability of rush shipments/deliveries. What sets you apart from the rest of the industry?

**Section D: Placing Orders:** Provide details of how orders will be placed. What software/website/etc will be used. Will telephone/email orders be accepted? How will rush orders be handled? Any other information about your ordering process that you feel is important or special please provide in this section.

**Section E: Pricing:** Estimated pricing of commonly purchased goods (equivalent products can be listed/given). Appendix A contains a table of items represents a variety of goods that TROY has purchased recently. A price for each item should be given and returned in section E of your proposal. Please provide a pricing structure that will be extended to Troy University i.e., % off catalog prices, volume discounts, etc. Shipping/delivery costs should be disclosed here or included in pricing. Provide a list of any other contractual costs that Troy will be responsible for.

**Section F:** **Reporting Features:** Describe how purchases will be reported and accessible to TROY. Are there self-reporting features available? How involved will the sales rep be in the reporting process?

**Section G:** **Exceptions to RFP:** The vendor must address any and all exceptions to this RFP. There are certain exceptions that will not be accepted due to legal requirements by the State of Alabama or University Policy.

**Section H:** **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 copy in the bidders' proposal.

**Section I:** **Proprietary Information:** After the award of the contract, all proposals will be opened for public inspection (State of Alabama law). Trade secrets, test data and similar proprietary information will remain confidential, provided such material is clearly marked. However, net cost information will not be considered confidential. Please complete a summarized listing of all confidential data by referencing its page number/section.

# Appendix A

Troy University RFP# 26-008 Electrical Supplier Services  
(Submit with **Section E** of proposal)

Manufacturer	2nd Item Number	Description	Estimate
GE Lighting	GELF32T8SPP41ECO	66349-32W 4FT T8 41K	
GE Lighting	GELFLE13HT22827	86256-13W 27K CFL CURLY NONDIM	
GE Lighting	GELF42TBX835AECO	97635 42W 4PIN LAMP CFL 10/CS	
GE Lighting	GELF28WT5841ECO	46706 F28W/T5/841/ECO FLUORESC	
GE Lighting	GELF34CWCWMECO	66649 LAMP-4FT T12 34W 30/CS	
GE Lighting	GELMVR175UMED	18902 LAMP-175W MED BASE	
GE Lighting	GELF32TBX835AECO	97631 F32TBX/835/A/ECO 10/CS	
Advanced	ADVICN4P32N35I	4L F32T8 120/277	
GE Lighting	GELMVR400UED28	18904 400W MH MOG 12/CS	
Satco Lights	SATS7217	13T2/E26/2700K/120V/1PK	
GE Lighting	GELF35CX41U3WM	66854 F35CX41U3WM	
Rab Lighting	RABEZPAN2X240ND10	RAB EZPAN2X240ND10	
GE Lighting	GELMXR100UMEDO	12381 LAMP-100W MH (OPEN)	
GE Lighting	GELF31T8SPX35UECO	72118 F31T8SPX35/U/ECO 15/CS	
GE Lighting	GELF35CX41U6WM	66855 LAMP-T12 41K UBEND	
Advanced	ADVICN2P32N35I	2L 4FT T8 120/277	
Advanced	ADVIZT2S26M5LD35M	ELE DIM BAL	
Lithonia	LITTWHLED30C50K	LED WALL PACK 104W 6700 LUM 5K	
Ideal	IDL30072	WIRENUT 72B BLUE 100/BOX	
Advanced	ADV71A5570001D	MH 175W OR 150W QUAD	
Advanced	ADV71A6742001	MH 1500W 480 VOLT	
Rab Lighting	RABFXLED300SF	LED FLOOD LIGHT (SF)	
Hubbell	HUBHBL5266C	PLUG - GRD NEMA5 15P	
TCP Lighting	TCP33113SP41K	13W SPRING LAMP 41K	
Cooper	24EN-LD2-67-UNV- L840-CD1-U	METALUX TROFFER	
Tork	TRK2101	P-CELL HDUTY ADJ1/2 SPST 120V	

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://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.

<b>Print or type. See Specific Instructions on page 3.</b>	<b>1</b>	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.)	
	<b>2</b>	Business name/disregarded entity name, if different from above.	
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> 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) _____ <b>Note:</b> 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) _____	<b>4</b> 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>
	<b>3b</b>	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"/>	
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b>	City, state, and ZIP code	
	<b>7</b>	List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

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

<b>Social security number</b>									
				-					
<b>or</b>									
<b>Employer identification number</b>									

**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.

<b>Sign Here</b>	Signature of U.S. person	Date
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## General Instructions

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

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

## 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 <sup>1</sup>	Generally, exempt payees 1 through 5. <sup>2</sup>
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

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

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

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

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

**Line 5**

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

**Line 6**

Enter your city, state, and ZIP code.

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

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

## What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

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

## Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

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

## Privacy Act Notice

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

## **Disclosure Statement Information and Instructions**

Section 41-16-82, Code of Alabama 1975 requires *the disclosure statement to be completed and filed with grant proposals in excess of \$25,000 and contracts that meet or exceed the threshold for bid or other formal solicitations under Article 5 of Chapter 4 of Title 41 or any other law that requires formal solicitation procedures for awarding public contracts.* The disclosure statement is not required for contracts with publicly traded companies, contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance, or awards of economic development incentives. In circumstances where a contract is awarded by competitive bid or other formal solicitation procedure, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within thirty (30) days of the award.

Section 41-16-85, Code of Alabama 1975 requires that 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: 401 Adams Avenue, Suite 280, Montgomery, Alabama 36104. 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.

Pursuant to Section 41-16-84 (b), Code of Alabama 1975 the State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information as required.

Pursuant to Section 41-16-86, Code of Alabama 1975, any person who knowingly violates Article 3B of Chapter 16 of Title 41, Code of Alabama 1975 shall be subject to civil penalty in an amount of ten thousand dollars (\$10,000), or 10 percent of the amount of the contract, whichever is less, to be deposited in the State General Fund. Also, the contract or grant shall be voidable by the awarding entity.

### **Definitions as Provided in Section 41-16-81, Code of Alabama 1975**

- (1) Family Member of a Public Employee** – The spouse or a dependent of the public employee.
- (2) Family Member of a Public Official** – The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, or a sibling and his or her spouse, of the public official.
- (3) 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.
- (4) Person** – An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.
- (5) Public Official and Public Employee** - These terms shall have the same meanings ascribed to them in Sections 36-25-1(26) and 36-25-1(27), Code of Alabama 1975, (see below) except for the purposes of the disclosure requirements of this article, 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. (Note: The definitions for public official and public employee are now denoted as Sections 36-25-1(26) and

36-25-1 (27), Code of Alabama 1975. However, Section 41-16-81 (5), Code of Alabama 1975 has not been codified to reflect such updates.)

Section 36-25-1(26), 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 parttime 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(27), 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 17-13-40, 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 DISCLOSURE STATEMENT MUST BE SIGNED AND DATED PRIOR TO SUBMISSION.**



# State of Alabama Disclosure Statement

Required by Article 3B of Chapter 16 of Title 41, Code of Alabama 1975

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
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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
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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
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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.)

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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.)

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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 penalty of perjury (in the jurisdiction in which it is executed) that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a person who knowingly violates this article shall be subject to civil penalty in an amount of ten thousand dollars (\$10,000), or 10 percent of the amount of the contract, whichever is less, to be deposited in the State General Fund. Also, the contract or grant shall be voidable by the awarding agency.***

Authorized Signatory \_\_\_\_\_ Date \_\_\_\_\_ Jurisdiction in which this Disclosure Statement is executed \_\_\_\_\_

*The disclosure statement is required to be completed and filed with grant proposals in excess of \$25,000 and contracts that meet or exceed the threshold for bid or other formal solicitations under Article 5 of Chapter 4 of Title 41 or any other law that requires formal solicitation procedures for awarding public contracts.*

**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**