NOTICE TO VENDORS – REQUEST FOR BIDS # 22-035

Athletics - Ticket Sales Outsource

SPECIFICATIONS ON ATTACHED SHEETS

SEALED BIDS WILL BE ACCEPTED IN THE PURCHASING DEPARTMENT BUILDING AND THEN BE PUBLICLY OPENED AND READ AT THE FOLLOWING DATE & TIME:

DAY: Wednesday
DATE: August 31, 2022
TIME: 2:00 PM CST

NOTE: 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.
REQUEST FOR PROPOSAL #22-035

ATHLETICS - TICKET SALES OUTSOURCE

Issue RFP: Wednesday, August 3, 2022

Proposals Due: Wednesday, August 31, 2022 - 2:00 PM CST

Selection of Vendor (anticipated): September 7, 2022
Troy University

Request for Proposal #22-035
Athletics - Ticket Sales Outsource

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Calendar of Events
Troy University
Request for Proposal #22-035
Athletics - Ticket Sales Outsource

Wednesday, August 3, 2022
Issue RFP

Wednesday, August 10, 2022
Questions regarding RDP due to Troy by 2:00 PM CST
In writing, to:

Kyle George
Executive Associate Athletic Director
kylegeorge@troy.edu

Troy University Purchasing
bids@troy.edu

Monday, August 15, 2022
Response from TROY to questions submitted by 2:00 PM CST

Wednesday, August 31, 2022
Proposals due by 2:00 PM CST
Mrs. Vanessa Maulden
Purchasing and Asset Management
100 University Park, 2nd Floor
Troy, AL 36082

Wednesday, August 31, 2022
Reference(s) review begins

Wednesday, September 7, 2022
Selection of Vendor (anticipated)
(If decision is made to award contract)

To be negotiated
Contract commencement; prefer to start immediately.

** Please note: This schedule is subject to change. In the event the schedule does change, all Contractors will be notified by addendum, which will become part of the proposal.
Evaluation Criteria
Request for Proposal #22-035
Athletics - Ticket Sales Outsource

All responses will be evaluated by Troy University professional staff. Our evaluation will be based upon the vendor’s ability to meet Troy University’s requirements. Each proposal will be evaluated against specifications outlined in this RFP. In addition to the price, the following will be considered:

1. The greatest value with respect to the bidder’s response and its material content and responsiveness to the requirements of the RFP
2. The quality of the services offered
3. The general reputation of the firm
4. The quality of the references provided
5. The qualifications of management assigned to work on the project
6. The demonstrated understanding of the respondent conducting the work as required by the scope of services
7. The bidder’s functionality, performance, flexibility, and ability to meet Troy University’s needs and timetable
8. Ability to streamline with TROY’s current process and timeline for implementation
Request for Proposal #22-035  
Athletics - Ticket Sales Outsource  
Introduction & Bidder Instructions

1. Purpose  
Troy University seeks qualified firms with which to form a true partnership in outbound ticket sales for Troy Athletics with the goal of increasing ticket sales and revenue collections through increased marketing, sales and enhanced customer service. This goal will be achieved through, joint marketing efforts (including social media and digital), direct contact to solicit sales and plans to increase the attendance and fan engagement for Troy Athletics events.

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.

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.

3. Issuing Office  
This RFP is being issued by and sealed proposals are to be submitted to:  
Mrs. Vanessa Maulden  
Purchasing and Asset Management  
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 other documents, no conflict in language shall be deemed to occur. 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.

This Agreement 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 this agreement 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.

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 be in conflict with the basic nature of this RFP.

6. **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 three year with two successive one-year renewal options **not to exceed a total of five (5) years.**

7. **Contract Requirements**
   **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:

   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 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 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 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 should 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 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.

8. Examination of RFP Document
The bidder is encouraged to carefully examine all related RFP documents to become fully informed of the requirements. The bidder is responsible for collecting all necessary data required for developing its proposal for the described services. Interested bidder(s) may contact Kyle George, Executive Associate Athletic Director, between Wednesday, August 3, 2022 and Wednesday, August 10, 2022, 2:00PM CST for any required clarifications. All questions will be answered by Monday, August 15, 2022 2:00PM CST. Questions should be submitted in writing to:

 Kyle George
 Executive Associate Athletic Director
 kylegeorge@troy.edu
 Troy University Purchasing Dept. bids@troy.edu

9. Proposal Submission
Bidder must submit an original and seven (7) copies of the proposal. Sealed proposals will be received until 2:00 PM CST on Wednesday, August 31, 2022 at which time bids will be publicly opened. Proposals received after the time and date specified above will not be considered; but will be maintained in the Purchasing Department.

Sealed Proposals should be mailed or delivered to:
Troy University
Mrs. Vanessa Maulden
Purchasing and Asset Management
100 University Park, 2nd floor
Troy, AL 36082

The outside cover should be clearly marked as:
Athletics - Ticket Sales Outsource
RFP #22-035
Name of Company
2:00 PM CST / Wednesday, August 31, 2022
10. **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.

11. **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:

Troy University  
Mrs. Vanessa Maulden  
Purchasing and Asset Management  
100 University Park, 2nd Floor  
Troy, AL 36082  
Attention: RFP# 22-035

Any such requests for interpretation or correction must be received at least ten (10) days prior to the last day for submitting proposals 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.

12. **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.

13. **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 Mrs. 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 produced in writing by the proposer when requested by TROY.

14. **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 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.
15. **Restrictions on Communicating with University Staff**

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

a. Kyle George
b. The Purchasing and Asset Management Department
   a. Via written questions as provided in Paragraph 10.

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

16. **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 addenda with your bid submission may result in the proposal not being considered.

17. **Compliance with the Law**

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

18. **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.

19. **Trade Secrets and Propriety 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, donor information, faculty data, student data, staff data, operating manuals, software programs 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.

Additionally, the successful vendor must acknowledge that they fully understand and follow security best practices in the vendor’s operations and provide a written statement of compliance on an annual
basis to the University. All HE (Higher Education) Regulatory Requirements should be adhered to, TROY’s security team will review the adherence using HECVAT (Higher Education Cloud Vendor Assessment Tool). Troy University’s External Hosting Policy 816 can be viewed at: https://www.troy.edu/epolicy/800-technology.html#816

Presentation of this security documentation should also be provided with this RFP submission, see Proposal Format below.

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 the security mechanisms in place to protect against data loss or security breaches.

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

21. 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.

22. 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.

23. 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.

24. 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.
Request for Proposal Format
RFP #22-035 Athletics - Ticket Sales Outsource

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(s) TROY will receive through contracting with the firm.

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

Section B: Secure Hosting Facility Profile: Physical location of hosting site, number of years in business, number of clientele housed in this location, emergency preparedness/disaster recovery methodology and plan. Briefly describe security measures in place at your hosting location.

The HECVAT Full 3.03 Form should be included in Section B. The University’s Information Technology Department requires the completion of HECVAT Long Form documentation to ensure that cloud-based products are appropriately assessed for security and privacy needs. Information related to the HECVAT FULL 3.03 form can be found by visiting https://library.educause.edu/resources/2020/4/higher-education-community-vendor-assessment-toolkit#tools and should be included with submitted proposals (can be on flash drive, rather than print). An electronic copy of the HECVAT may also be requested after submissions are opened. Failure to provide this document will exclude your proposal from being evaluated.

Please insert the following statement in your proposal for the proposal to be considered.

We, ________________________________ (company name) comply and agree with policy 816 External Hosting Policy for Troy University. https://www.troy.edu/epolicy/800-technology.html#816

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. A phased in approach will be considered.

Section D: Pricing Proposal: Please provide a pricing schedule for your software. The Universities intent is to evaluate the various pricing schedules and choose the vendor(s) that can best

RFP #22-035 Athletics - Ticket Sales Outsource
meet the needs of the Athletic Department, this may result in multiple contracts with different vendors or with one vendor, whichever is deemed in the best interest of Troy University.

Section E:  Training: Describe the training and development program you will implement for TROY athletic staff and coaches. Include subjects and hours of training, method of delivery, as well as a description of components that would be developed and provided.

Section F:  Technical Support: Provide a specific description of the technical support method offered to support your software. Describe how issues are escalated and a time frame for resolution of common types of help desk requests. What are your normal support hours (specify time zone)? Where is support staff? What are your top five support questions received from your client? What is the range and average for system downtime (scheduled and unscheduled) for your clients' systems?

Section G:  Technology Requirements: Describe what technology or operating system must be employed to use your system. Provide any information on technology that may need to be implemented to run your software's modules, report generation, etc.

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

Section I:  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 J:  Further Information: All proposals received in response to this RFP will be evaluated and ranked in accordance with the evaluation criteria stated in Section 2. Bidders are cautioned that the University will not accept after the closing date for receipt of proposal, data that is essential for a complete and thorough evaluation of the proposal. 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.

Section K:  Propriety Information: After the award of the contract, all proposals will be opened for public inspection. 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.

Section L:  ADA Section 508 Compliant: Each vendor must certify that the proposal offered is in full compliance with the Americans with Disabilities Act Section 508. Specific data related to the vendor’s compliance methodology would be beneficial.
Scope of Services
RFP # 22-035 Athletics - Ticket Sales Outsource

Troy University solicits bid responses to engage the services of company for athletic ticket sales seamlessly and in conjunction with in-house, Troy Athletic Ticket Office. The responses to this request should include proposal details and completed pricing for the following services. At a minimum, such a review should consist of the following:

- Must be a true partnership where the contract proposal is 100% commission based, on total revenue collections, and not ticket sales. Service fees will not be considered. Must have the ability to sell tickets at all price points – e.g. single game, non/renewals, premium seating, special events that are mutually agreed upon by both parties, etc.

- Must have the capacity for full integration with Sidearm Sports – which runs, operates and houses the Troy Athletics website and digital media.

- Must have extensive training, knowledge, understanding, and years working with Troy Athletics’ current ticket sales platform, Paciolan. Must be currently engaged with a collegiate athletics program, in partnership with Paciolan, to ensure expertise in sales, proper reporting, and operational controls.

- Must have a top-level executive for property oversight, with a minimum of two additional full-time staff members located on site.

- Plans to increase attendance and fan engagement through outbound ticket sales, marketing and customer service.

- Must have the ability to leverage emerging media and digital marketing platforms to increase revenue generation.

- Must show historical hiring timelines and metrics for successful implementation at previous institutions.

- If agreeable by both parties, Troy Athletics is interested in including opportunities to assist in generating annual fund revenues through the partnership. May include adding a full-time staff member on location for this purpose.

- Must have the ability to integrate with FEVO and/or other similar platforms to assist with group sales efforts.
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 (October 2018 Version MUST be COMPLETED for IRS compliance).
- Affidavit of Alabama Immigration Law Compliance (see instructions below)
- Vendor Disclosure **(awarded vendor only – see instructions below)**
- 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.

**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 **awarded** 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.

**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/award 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. Vendor disclosure statement included with bid response are acceptable.**

**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-Hamm Act of 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. Please complete the enclosed Alabama Affidavit and/or enclose a copy of the approved federal E-Verify registration. For vendors with no Alabama employees, please indicate your federal E-Verify # and indicate “NO ALABAMA EMPLOYEES.”
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 exits, 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.

<table>
<thead>
<tr>
<th>STATE AGENCY/DEPARTMENT</th>
<th>TYPE OF GOODS/SERVICES</th>
<th>AMOUNT RECEIVED</th>
</tr>
</thead>
<tbody>
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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.

<table>
<thead>
<tr>
<th>STATE AGENCY/DEPARTMENT</th>
<th>DATE GRANT AWARDED</th>
<th>AMOUNT OF GRANT</th>
</tr>
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</table>

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.)

<table>
<thead>
<tr>
<th>NAME OF PUBLIC OFFICIAL/EMPLOYEE</th>
<th>ADDRESS</th>
<th>STATE DEPARTMENT/AGENCY</th>
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OVER
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.)

<table>
<thead>
<tr>
<th>NAME OF FAMILY MEMBER</th>
<th>ADDRESS</th>
<th>NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE</th>
<th>STATE DEPARTMENT/ AGENCY WHERE EMPLOYED</th>
</tr>
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<tbody>
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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:

<table>
<thead>
<tr>
<th>NAME OF PAID CONSULTANT/ LOBBYIST</th>
<th>ADDRESS</th>
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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 ____________________________, 20__.
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
Form W-9 (Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=corporation, S=corporation, P=Partnership)

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

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

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applicable to accounts maintained outside the U.S.)

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

6 City, state, and ZIP code

Requester’s name and address (optional)

7 List account number(s) here (optional)

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

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

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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS 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)