



TROY UNIVERSITY

PURCHASING DEPARTMENT
100 UNIVERSITY PARK
TROY, AL 36082
334-670-3128

NOTICE TO VENDORS – REQUEST FOR BIDS #

SPECIFICATIONS ON ATTACHED SHEETS

SEALED BIDS WILL BE ACCEPTED AT THE PHYSICAL PLANT AND THEN BE PUBLICLY OPENED AND READ AT THE FOLLOWING DATE & TIME:

DAY:
DATE:
TIME: "*****"PO 'EUV

POSTED –

REMOVED -

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.



TROY UNIVERSITY

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

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

FILL IN THE FOLLOWING INFORMATION AND RETURN WITH BID:

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

TROY UNIVERSITY BID #

Day:

Date:

Time:

SUBMIT SEALED BIDS TO: Troy University Purchasing Department, **Attn:** Sarah Richards
 100 University Park Troy, AL 36082 ****** **bids@troy.edu**

VENDOR INFORMATION: ALL ITEMS MUST BE LEGIBLE.

COMPANY NAME _____

ADDRESS _____

PHONE _____

SIGNATURE _____ DATE _____

PRINT NAME _____

EMAIL ADDRESS (REQUIRED) _____

SHORTEST ESTIMATED SHIPPING TIME FOLLOWING INTENT TO AWARD: _____

NOTE THE FOLLOWING ITEMS:

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

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

**** Note: This bid opening will take place at the Physical Plant. If you mail your bid before this date send it to the Purchasing Department. If you are bringing the bid in person to the opening, bring it to the Physical Plant.**

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

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

Requirements Defined:

BID BONDS:

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

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

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

VENDOR DISCLOSURE FORMS:

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

ALABAMA IMMIGRATION LAWS:

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

PERFORMANCE BONDS:

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



BID# 25-012

**VERTICAL TRANSPORTATION
MAINTENANCE FOR ELEVATORS**

Mandatory Pre-Bid Meeting/Tour:

Thursday, February 20th, 2025 1:00pm CST
at Physical Plant Conference Room

Bid Opening:

Thursday, March 6th, 2025 1:00pm CST
at Physical Plant Conference Room

Department Contact:

Robert Woodmansee
Plant Operations Manager
334-849-1024
rwoodmansee@troy.edu

Purchasing Contact:

Sarah Richards
Purchasing Coordinator
334.670.3128
bids@troy.edu

INTENT

The purpose of this document is to state and define the terms and conditions under which the Contractor shall provide full comprehensive maintenance and repair services for vertical transportation systems identified, and the terms and conditions under which the Owner shall compensate the Contractor for such services rendered. This bid submission will serve as the contract between the awarded vendor, (Contractor) and Troy University (Owner).

It is the intent of this document to ensure all requirements, procedures, tests, inspections, service practices, component repairs, equipment renewals, system adjustments, filing procedures and recording documentation as referenced, mandated or otherwise implied herein are all inclusive, and to guarantee the Owner the absence of a particular item of work, service or procedure shall not alleviate the Contractor of the sole responsibility to provide such labor, expertise, materials, equipment, services or other procedures applicable to the agreement and practical requirements unless same is specifically excluded, prorated or deleted herein.

Minimum standards and requirements for services to be rendered shall be performed in accordance with the specifications and relative time periods. Where there is no specific requirement for a preventive maintenance procedure, the original equipment manufacturer (O.E.M.) standard shall be employed unless there is no relative documentation available. The absence of both a contract requirement herein and the O.E.M. design standard shall cause the contractor to engage the services of a qualified engineer to formulate the relative standards and incorporate the same as an addendum to this agreement with the Professionals' Seal and Stamp.

It is the intent of this document that Troy University is accepting bids for contract to provide a maintenance and service agreement that will cover 4 (four) TROY campuses located at Phenix City, Montgomery, Dothan, and Troy, Alabama. Bids submitted for maintenance/service agreement must meet all specifications included in this document with **careful** consideration for specifications noted "Emergency Callback Service" as 2.05 A1, 2, 3, and 4 of this document. Owner will accept maintenance service agreement bids for each individual campus or combination thereof for consideration as a result where geographical logistics may present problems for required service to ALL campuses as defined in "Emergency Callback Service" 2.05 A1, 2, 3, and 4 of this document. **All** bids submitted for individual campuses, combination thereof, or all inclusive must include a completed "Exhibit B" form as described on page 28. Troy University therefore reserves the right to award this bid on an all-or-nothing basis or on a campus by campus basis where/when certain requirements can't be met to facilitate all campuses and locations.

Troy University reserves the right to reject any and all bids and be the sole judge as to quality versus cost.

Bid Submission Deadline: March 6th, 2025. 1 PM CST

Questions can be directed to: Sarah Richards at bids@troy.edu

VERTICAL TRANSPORTATION

MAINTENANCE FULL COVERAGE SPECIFICATIONS

Contractor shall furnish services to Troy University (hereinafter called the Owner), c/o Mr. Robert Burkey (hereinafter called the Owner's or Owner's Agent/Designee or Representative), on the following vertical transportation systems and related equipment located in various buildings at Troy University, Montgomery, Dothan and Phenix City, Alabama campuses.

Campus - Building / Elevator Name	AL State ID#	Manufacturer	Equipment Type	Capacity
Adams Administration Building - Lobby	ALE020029	Bagby	Hydraulic	2100
Clements Hall - Lobby	ALE020028	ECI	Hydraulic	2500
CMMS – Center for Material and Manufacturing Sciences - Lobby	ALE110405	Mowery Elevator Co.	Hydraulic	4000
Cowart Hall - Lobby	ALE020039	MCE	Hydraulic	2500
Hawkins Hall - Lobby	ALE038665	ECD /EMR	Hydraulic	3500
Idea Bank - (Regions Bank Troy Main Office) - Rear	ALE009562	MCE	Hydraulic	2000
John Lewis Hall - Rear	ALE046045	Schindler Elevator Corp	Hydraulic	3500
John Lewis Hall - Front	ALE046046	Schindler Elevator Corp	Hydraulic	3500
Jones Hall - Lobby	ALE110406	Mowery Elevator Co.	Hydraulic	4500
MSCx- McCall/Sorrell Science Hall - Rear	ALE020033	General	Hydraulic	2500
MSCx- McCall/Sorrell Science Hall - Front	ALE020034	MCE	Hydraulic	4000
Newman Center - 100 - Lobby	ALE057400	Mowery Elevator Co.	Hydraulic	3500
Newman Center - 200 - Lobby	ALE057401	Mowery Elevator Co.	Hydraulic	3500
Pace Hall - Lobby	ALE020037	Mowery Elevator Co.	Hydraulic	2100
Patterson Hall (GAB) - Lobby	ALE011772	Mowery Elevator Co.	Hydraulic	3000
Riddle Pace Lott Baseball Complex - Pressbox - Old Elevator	ALE020019	ECI / Otis	Hydraulic	2500
Riddle Pace Lott Baseball Complex - Baseball Operations Fieldhouse	ALE038570	ECD / EMR	Hydraulic	2500
Riddle Pace Lott Baseball Complex - Smith Family Rotunda Lobby	ALE102660	Mowery Elevator Co.	Hydraulic	3500
Rushing Hall - 1000 - Lobby East	ALE100045	Mowery Elevator Co.	Hydraulic	3500
Rushing Hall - 2000 - Lobby West	ALE100046	Mowery Elevator Co.	Hydraulic	3500

Shackleford Hall - Lobby	ALE020038	ECI	Hydraulic	2100
Smith Hall - Lobby	ALE020035	Mowery Elevator Co.	Hydraulic	2000
Softball Dodd Center - Pressbox IPL	ALE059603	Garaventa	ADA Lift	495
Trojan Arena - Section 101/118-117 - Front	ALE050984	ECC	Hydraulic	2500
Trojan Arena - Section 107/106 - Rear	ALE050985	ECC	Hydraulic	4500
Trojan Center - Main	ALE020023	ECC	Hydraulic	2500
Trojan Center - Service	ALE020024	ECI / Otis	Hydraulic	1500
Trojan Dining Hall - #2 - Kitchen - Rear	ALE050881	ECI	Hydraulic	5000
Trojan Dining Hall - #1 - Passenger - Front	ALE050882	ECI	Hydraulic	4000
Trojan Village - 100 - Lobby	ALE038419	EMR	Hydraulic	3500
Trojan Village - 200 - Lobby	ALE038420	EMR	Hydraulic	3500
Trojan Village - 300 - Lobby	ALE036236	EMR	Hydraulic	3500
Trojan Village - 400 - Gerald O. Dial Hall - Lobby	ALE036237	EMR	Hydraulic	3500
Troy Fitness Center - Lobby	ALE102656	Mowery Elevator Co.	Hydraulic	3500
University Park - CGI - Lobby	ALE045000	Mowery Elevator Co.	Hydraulic	2100
University Park - 100 (E-Troy) - Lobby	ALE045001	Mowery Elevator Co.	Hydraulic	2100
University Park - Troy	ALE045201	Genesis Vertical Lift	Chain / Hydraulic	750
Veteran's Memorial Stadium - Pressbox - Left	ALE020020	ECI	Hydraulic	3000
Veteran's Memorial Stadium - Pressbox - Right	ALE020021	ECI	Hydraulic	3000
Veteran's Memorial Stadium - Pressbox - Service	ALE020022	ECI	Hydraulic	3000
North End Zone - West - Service	ALE102621	Mowery Elevator Co.	Hydraulic	4000
North End Zone - East - Passenger	ALE102622	Mowery Elevator Co.	Hydraulic	3500
Wallace Hall - Library - Rear	ALE020025	Virginia Controls	Hydraulic	2100
Wallace Hall - Library - Front	ALE020026	ECI	Hydraulic	2100
Wright Hall - Lobby	ALE020032	National	Hydraulic	2100

Troy Campus Total Units = 45

Dothan Campus - Building / Elevator Name	AL State ID#	Manufacturer	Equipment Type	Capacity
Adams Hall	ALE019930	Bagby / Mowrey	Hydraulic	2500
Malone Hall	ALE019929	Bagby / Mowrey	Hydraulic	2500
Everett Hall - Stage - Vertical Platform Lift	ALE019933	Vertical Platform Lift	Electric	750
Everett Hall - Freight	ALE019932	Mowery Elevator Co.	Hydraulic	6000
Everett Hall - Passenger	ALE019931	Mowery Elevator Co.	Hydraulic	3500

Dothan Campus Total Units = 5

Montgomery Campus - Building / Elevator Name	AL State ID#	Manufacturer	Equipment Type	Capacity
Bartlett Hall - North	ALE012173	Otis	Traction	2000
Bartlett Hall - South	ALE012174	Otis	Traction	2000
Rosa Parks Children	ALE029996	ThyssennKrupp	Hydraulic	2500
Rosa Parks Library - Lobby - 1	ALE012168	ThyssennKrupp	Hydraulic	3500
Rosa Parks Library - Lobby - 2	ALE012169	ThyssennKrupp	Hydraulic	3500
School of Nursing	ALE012314	Dover	Hydraulic	2500
Whitley Hall - Kitchen	ALE012175	EMR	Hydraulic	3000
Whitley Hall - Lobby - 1	ALE012165	ECC	Traction	2500
Whitley Hall - Lobby - 2	ALE012766	ECC	Traction	2500
Whitley Hall - Service - Rear	ALE012167	ECC	Traction	2500

Montgomery Campus Total Units = 10

Phenix City Campus - Building / Elevator Name	AL State ID#	Manufacturer	Equipment Type	Capacity
Waterfront Building - Lobby - 1	ALE100039	Mowery Elevator Co.	Hydraulic	3500
Waterfront Building - Lobby - 2	ALE100040	Mowery Elevator Co.	Hydraulic	3500

Phenix City Campus Total Units = 2

University Total Units = 63

GENERAL CONDITIONS

1.01 General Conditions

- A. The term “Owner,” as used herein, refers to Troy University, Melton Carter Drive, Troy, AL 36082.
- B. The term Owner’s “Agent”, “Designee”, “Representative” or references of similar import, as used herein, refers to Troy University, Robert Burkey, Physical Plant, Melton Carter Drive, Troy, AL 36082.
- C. The term “Contractor”, “Elevator Contractor” or “Vendor” as used herein, refers to any persons, partners, firm, corporation or officer (s) of such companies having an agreement with the "Owner / Owner" to furnish qualified labor and materials for the execution of the services and maintenance work described herein.
- D. The term “Subcontractor”, as used herein, refers to any persons, partners, firm or corporation having materials and/or labor for the execution of the work herein described.
- E. The term “Agreement”, “Contract” or “Contract Documents”, as used herein, consists of this specific document, pages i, 1 to 28; and any alternates, addenda, or substitutions as may be referenced under exhibits or riders approved by the parties for the final execution of the Agreement.

1.02 ABBREVIATIONS AND SYMBOLS

Abbreviations for associations, institutions, societies, reference documents and/or governing agencies, which may appear in this document, shall mean the following:

Abbreviation	Description/Meaning
AIA	American Institute of Architects
ANSI	American National Standards Institute
ASME	American Society of Mechanical Engineers
BOCA	Building Officials and Code Administrators International, Inc. (Basic National Building Code)
A.H.J	Authority Having Jurisdiction
G.A.	Governing Agency
NEC	National Electrical Code
OSHA	Occupational Safety and Health Administration

1.03 AGREEMENT COVERAGE

- A. The entire vertical transportation system(s) shall be maintained as hereinafter described, in accordance with the following detailed terms. Trained employees of the Contractor will use all reasonable care to keep the systems in proper adjustment and in safe operating condition, in accordance with all applicable codes, ordinances, and regulations. The requirements are specified in the singular with the understanding that all provisions shall be applicable to all units indicated unless otherwise specified.

- B. The specifications are written in the singular with the understanding identical work, materials and equipment shall be provided for all vertical transportation units identified unless otherwise specified.
- C. With the exception of only those items specifically identified as being performed by others, these specifications are intended to include all engineering, material, labor, testing, and inspections needed to achieve work specified by this document. Inasmuch as it is understood that any incidental work necessary to execute the agreement is also covered by the provided specifications, the contractor is cautioned to familiarize himself with the existing equipment and job site conditions. Additional charges for material or labor shall not be permitted subsequent to execution of the Contractual Agreement for work, services or procedures covered herein.
- D. Maintenance coverage shall include but is not limited to, preventive services, emergency callback services, inspection and testing services, repair, and/or direct replacement component renewal procedures.
- E. Elevator(s) that may become the sole responsibility of Troy University due to, but not limited to, factory warranty expiration, contractor warranty expiration, building warranty expiration, construction, renovation, or otherwise, it shall be the awarded bidder's responsibility to maintain such elevator(s) from such date and be maintained as described in the terms of this document. Such elevator(s) shall be invoiced separately to Troy University for the remaining current contract year using the hourly rates set within the current contract. Should the contract be reviewed and/or renewed for the continuance of coverage, the elevator(s) mentioned hereof, shall be included as part of the annual contractual agreement as described in 1.16 Payment/Terms, paragraph A, Subsection 1d Contract Renewal.
- F. Bid submittals shall include a separate rate of charge for onsite standby coverage for a minimum of 5 home football games. The contractor shall supply 2 (two) competent and qualified employees for coverage during times specified as 3 hours before kickoff, during actual game, and 1 hour after game completion. Scheduling for coverage will be determined by Troy University Football schedule (Troy Alabama Campus ONLY) as the schedule will be provided to the awarded contractor. A flat rate should be provided for the cost of coverage during home football games below in Exhibit A. Pricing should be given on a game-by-game basis, since the total number of games is undetermined.
- G. Bid submittals shall include separate rate of charge for onsite standby coverage for three commencement day ceremonies (Spring/Summer/Fall). Coverage to begin at 9 A.M. Central Time and lasting 3 hours for each commencement event. (Troy Alabama Campus ONLY). A flat rate should be provided for the cost of coverage during these ceremonies in Exhibit A.
- H. Bid submittals shall include a separate rate of charge for onsite standby coverage for any major event not described above. These dates will be conveyed to the awarded elevator company. The events will require standby coverage 1 hour before event, during event, and 1 hour after completion of event. It is estimated that events will last from 3 hours to 5 hours long. Please indicate the flat rate pricing for standby coverage during these major events in exhibit A.
- I. Troy University **requires that only non-proprietary** elevator parts, repairs, installations be done, as it is in the best interest of the University for elevator parts to be interchangeable.

1.04 HOURS OF WORK

- A. All scheduled work shall be performed during regular working hours of the regular working day of the elevator trade, 8:00 a.m. to 4:30 p.m. CST, Monday through Friday, except holidays.
- B. Scheduled repairs and/or other major adjustment procedures necessitating removal of an elevator for an extended period of time must be scheduled through the Owner or Owner's

Designee. The Owner's Representative retains the right to have such work completed during overtime hours with the understanding the Contractor shall pay for the regular labor portion and the Owner's / Owner's Designee extraordinary obligation is extra premium labor costs only.

- C. Emergency callback services shall be provided twenty-four (24) hours per day, seven (7) days per week including weekends and holidays as further specified herein.

1.05 SOLE RESPONSIBILITY

- A. The maintenance work shall be performed only by qualified technicians and mechanics directly employed and supervised by the contractor, who are experienced and skilled in maintaining vertical transportation units similar to those to be maintained described in this document and shall not be assigned or transferred to any agent or subcontractor without the express consent of the Owner's Designee or Owner.
- B. It is mutually agreed that the Contractor shall not be under any obligation hereunder to perform any repairs or replacements except those incidental to the normal operation of the machinery, and that the Contractor is not required under this Contract to make repairs or replacements necessitated by reason of malicious damage or fire, including non-elevator component electrical fires, which are the result of causes beyond the Contractor's control. All repairs, if necessitated by this paragraph, will be performed at a fee not to exceed the standard rate in effect at the time service is performed.
 - i. It is mutually agreed that the Contractor shall make any and all repairs or replacements damaged by Contractor's improper repair, negligent or willful acts or omissions.

1.06 COMPENSATION

- A. Payment for services rendered shall be made on a monthly basis, within thirty (30) days of the end of each billing period if no pricing discrepancies or billing questions arise. In addition, Owner shall pay any tax imposed upon the contractor by existing or future law, as due in conjunction with the services rendered or purchase of materials used to provide the services. **All work completed and invoiced MUST list a Purchase Order Number or a Work Order Number. Invoices without this information will be sent back to the awarded vendor for correction and then must provide proof that the work was completed.**
- B. Payment for Emergency Callback services shall be:
 - i. Included in the monthly lump sum price for procedures performed during regular working hours of regular working days of the elevator trade. If overtime services are requested, Owner shall pay for the bonus (overtime) portion of such hours applicable only. Base labor hours shall be included in the monthly maintenance price with extra charges limited to the premium labor portion of work approved by the Owner's Designee.
 - ii. Invoiced on a monthly basis for all callback services with an itemized statement for each service rendered using the hourly rates specified in Exhibit "A." These invoices

must contain a Purchase Order Number or Work Order Number. This information should be received from the Maintenance Manager prior to service.

1.07 SUBSEQUENT EQUIPMENT MODERNIZATIONS/ALTERATIONS/UPGRADINGS

- A. Full comprehensive service and repair coverage shall be included under the terms of the agreement when equipment and/or component systems represented herein are modified or upgraded.
- B. ALL EQUIPMENT UPGRADES, REPAIRS, INSTALLATIONS, & PARTS MUST BE NON-PROPRIETARY ITEMS. THE UNIVERSITY DOES NOT WISH TO OPERATE ELEVATORS PROPRIETARY TO ANY ONE COMPANY OR PART(S).
- C. Such changes in equipment necessitating continuing full maintenance coverage may be initiated by the Owner under a separate voluntary extra cost upgrading agreement with or without this Contractor's permission or direct authorization and involvement before the work is performed.
- D. All non-elective changes or modifications necessitated due to obsolescence, parts unavailability or the Contractor's inability to maintain these systems in accordance with the specifications herein shall be fully covered under this agreement regardless of application, method or cost assignment for the life of the contract.
- E. Modernized or otherwise upgraded systems and parts thereof shall automatically be included under the terms of this full comprehensive agreement whether such components are specifically identified or not without extra cost to Troy University.

1.08 NOTICE BY AUTHORITY OR COMPANY TO REPAIR OR REPLACE

- A. The Contractor shall comply with all written recommendations of the governing authority or independent inspectors, consultants and insurance carriers employed by the Owner. However, Contractor is not required under the Contract to install new attachments or parts other and different from those now constituting the equipment, as recommended or directed by insurance companies, Government Authorities, or otherwise.

1.09 RECORD-KEEPING

- A. A complete permanent record of inspections, maintenance, lubrication and callback service shall be kept in the machine room or other designated location at the site of work. These records are to be available to Owner's Designee at all times. The records shall indicate the reason the mechanic was in the building, arrival and departure time, the work performed, etc., and these records will be property of the Owner. Recordkeeping requirements shall include Contractor assigned maintenance personnel and scheduled preventive maintenance procedures, inspections, tests and third party assisted examinations.

1.10 RECORD DRAWINGS

- A. Contractor shall provide and maintain two (2) complete sets of updated electrical wiring diagrams and control schematic drawings on file with the building and they are to become the property of the Owner for each group and/or individual system.

1.11 REPORTS BY CONTRACTOR

- A. The Contractor shall, at any time during the term of the Contract, upon written request of the Owner, render a report of inspections, repairs or replacements made by the Contractor at the premises herein, itemized as to parts installed or services performed, and supply samples of lubricants, compounds, or other materials employed.
 - i. Contractor shall prepare and issue all required forms and/or reports relative to examinations, tests, and inspections as specified herein.

1.12 PRICING

- A. The awarded Contractor's pricing will be based on Exhibit A and B that are attached to this document and submitted with the original bid proposal on the stated opening date and time. All overtime and additional fees should be included or specified herein.
- B. Annual adjustments shall be effective the first day of the new contract and shall remain unchanged for the next twelve (12) months. The pricing adjustments must be approved in writing by the Physical Plant and Purchasing Department.
- C. Notwithstanding anything to the contrary, the maximum annual increase shall not be more than five percent (5%) of the total contracted payment for the preceding contract year.

1.13 INSURANCE COVERAGE

- A. The Contractor shall not commence work under these terms until it has been agreed to and obtained the following minimum insurance coverage:
 - 1. The Contractor hereby agrees, to the fullest extent permitted by law, to assume the entire responsibility and liability for the defense of and to pay and indemnify the Owner, their agent and employees against any loss, cost expense, liability or damage and will hold each of them harmless from and pay any loss, cost, expense, liability or damage (including without limitation, judgment, attorney's fees, court costs and the cost of appellate proceedings) which the Owner incurs because of sickness, injury to or death of any person or on account of damage to or destruction of property, including loss of use thereof, or any other claim arising out of, in connection with, or as a consequence of the performance of the services or the furnishing of the equipment and supplies and/or any acts or omissions of the Contractor or any of its officers, directors, employees, agents, subcontractors, or anyone directly or indirectly employed by the Contractor for whom it may be liable as it relates to the scope of this contract.
 - 2. The Contractor shall, before the commencement of any provisions of any services, file certificates, showing existence of such insurance with the Owner, and such insurance shall be subject to the Owner's approval as to the adequacy of protection and compliance with this Contract, and the satisfactory character of the Insurer. Such insurance shall be placed with Licensed and Admitted carriers to write insurance and do business in the State of Alabama. Licensed for Surplus is not acceptable.
 - 3. The Owner agrees to give the Contractor notice within a reasonable time (Sunday and holidays exception) of any accidents, alteration or change affecting the equipment

covered by this contract and of any change of ownership. It is understood and agreed that the Contractor will notify the Owner immediately when any equipment becomes unsafe or operating in a manner which might cause injury to anyone using said equipment and it is further understood and agreed that the Contractor will immediately remove any equipment from service when the equipment becomes unsafe or operating in a manner which might cause injury to anyone using said equipment.

4. The Contractor agrees to maintain such insurance as will fully protect the Contractor, Agent, and the Owner of the building from any and all claims under the Worker's Compensation Act or employers' liability laws, and from any and all other claims of whatsoever kind of nature for damage to property or for bodily injury, including death to anyone whomsoever, that may arise from the operations of the Contractor.
5. Prior to the commencement of operations, the Contractor will purchase and maintain the following minimum insurance as will protect it, the Owner, and the Owner's agents from any claim that may arise a result of Contractors operations under this service contract whether such operation shall be by the Contractor, its employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable:
 - A. Commercial General Liability Insurance on an Occurrence Basis including:
 - 1) Bodily Injury, Property Damage including Personal Injury and death.
 - 2) "Per Project" endorsement.
 - 3) Broad form property damage liability.
 - 4) Blanket Contractual Liability including contractual liability assumed by this contract.
 - 5) Independent Contractors Protective Liability coverage:
 - a) The minimum limit for Comprehensive Liability insurance coverage shall be:
 1. Each Occurrence: \$1,000,00
 2. General Aggregate: \$2,000,000
 - including "Per Project" endorsement Products Completed
 3. Operations Aggregate: \$1,000,000
 4. Excess liability limits of not less than:
 - a. Each Occurrence: \$4,000,000
 - b. Coverage to follow the form of underlying policies.
 - b) Worker's Compensation Insurance - In accordance with the statutory limits.
 - c) Employer's Liability Insurance – With a minimum limit of not less than:

Bodily Injury by Accident:	\$1,000,000 each
Bodily Injury by Disease:	\$1,000,000 each employee
Bodily Injury by Disease:	\$1,000,000 policy limit

- d) Statutory State Disability Benefits Insurance covering all persons employed by the Contractor in connection with this contract.
- B. The foregoing insurance policies shall be primary to any other insurance which may be carried by the Owner and shall name Owner as additional insured with a specific policy endorsement as Troy University.

Certificates of Insurance evidencing such coverage shall be filed with the Owner prior to the commencement of the contract and renewal of insurance certificates shall be furnished prior to the expiration of any coverage herein.

- C. The policies shall contain a provision giving Owner at least thirty (30) day prior written notice of any change or cancellation of such insurance, in the event of cancellation of Non Payment of Premium, in which ten (10) day notice will be provided. This notice will be included on the Certificate of Insurance.
- D. All insurance must be with a licensed and Admitted (licensed for Surplus Lines is not acceptable) insurance carrier with and maintain no less than, A.M. Best's rating of "A-", size VII and shall be acceptable insurance carriers subject to the discretion of Owner.
- E. The Contractor agrees that the required insurance is not intended to limit the Contractor's liability in the event the Contractor is deemed to be negligent in causing bodily injury or property damage during the course of its operation.
- F. The Contractor will, at its own expense, maintain physical damage insurance in the amounts and against the perils desired by the Contractor on all property owned or rented by the Contractor. The Contractor hereby waives its rights of recovery against the Owner for any damage or loss to property of any kind which is owned or rented by Contractor or for which the Contractor is liable.

1.14 CANCELLATION

- A. The Owner/Owner's agent shall have the right to cancel this agreement upon at least thirty (30) days prior written notice to the Contractor of its election to do so without penalty for the following:
 - 1. Elective upgrading of apparatus awarded to another vendor.
 - 2. Substandard services and/or poor maintenance practices as determined by Troy University Physical Plant staff.
 - 3. Failure to comply with governing authority directives and/or citations.
 - 4. Cost analysis completed prior to expiration date.
 - 5. Building sale or closed.
- B. In addition to the rights provided in paragraph "A" hereunder, Troy University shall have the right to cancel the Contract immediately, upon the occurrence of any of the following contingencies: bankruptcy of the Owner or Contractor, mortgage foreclosure, condemnation, destruction, or transfer or conveyance of Title to the premises in which the subject

equipment is located or the premises in which the subject equipment is located is rendered unusable in the opinion of the Owner/Owner.

- C. Cancellation of a contract prior to the expiration date shall entitle the contractor to payment or services rendered up to and including the date of cancellation; and, the Owner shall not be responsible for any expenses or subsequent costs that may be incurred by the contractor as a result of an early cancellation or standard contract agreement expiration.

1.15 NOTICES

- A. All notices given under the contract shall be in writing and addressed to the party to be notified, postage prepaid, by registered or certified mail, return receipt requested, or by delivering the same in person to such party. All notices shall be deemed to have been given as of the date of delivery indicated on the return receipt or date of failure to deliver by reason of changed address of which no notice was given or refusal to accept delivery, or when personally delivered. Any party or person to whom notices are to be sent or given pursuant to the Contract may, by notice to all such other parties or persons mentioned herein, change its address for the giving of notices, provided, however, that a notice of change of address shall be deemed effective only when received by the addressee. Notices to be given hereunder shall be sent or delivered to:

Contractor: Name, Address, Personal contact name and information (phone & email)

**Troy University: C/O Maintenance Manager
1 Melton Carter Drive
Troy, AL 36082**

1.16 PAYMENT/TERMS

- A. This service will be furnished from the official date of award for the period of one (1) year. All replacement parts, repairs, adjustments and associated services, as specified herein, shall be supplied, installed, performed and conducted at the Contractor's sole cost and expense unless otherwise specified herein.
- B. **Contract Renewal:** Troy University shall have the right, after the first year of agreement, to award 4 (four) one-year extensions for the continuation of services, for a total of 5 years of a possible contract. All terms, conditions and provisions shall remain intact.
 - a. Monthly invoices shall indicate the base monthly portions of the contract amount due under the agreement for maintenance services.
 - b. Any state or local tax charges, which may be applicable, are not included in the monthly fee indicated and shall be itemized on the monthly billing invoice statement accordingly.
 - c. Extraordinary work and/or other work, as approved by Troy University, shall be invoiced separately upon completion and acceptance of the work or other services performed.

- d. Consideration shall be taken during contract renewal to elevator(s) that have become the responsibility of Troy University during a contract term which shall be included in the renewal process, and any elevator(s) that will become the responsibility of Troy University for the renewal term. Reference 1.03 Agreement Coverage, paragraph F.

1.17 NON-PAYMENT

- A. Troy University may have the Contractor's work and systems' performance operations checked monthly to ensure the Contractor is performing in accordance with this Contract. If the work requirements are not maintained, the Owner/Owner's agent will retain the monthly payment to the Contractor until it is verified that the work and/or operating performance is back to standard. If three (3) consecutive months of substandard maintenance is noted, the Owner has the right to immediately cancel the Contract without notice to the Contractor.
- B. The Owner and/or Owner's Designee may withhold approval for payment on any request to such extent as may be necessary to protect the Owner from loss on account of:
 - 1. Negligence on the part of the Contractor to execute the work properly or failure to perform any provisions of the contract. The Owner, after three (3) days written notice to the Contractor, may, without prejudice to any other remedy, make good such deficiencies and may deduct the cost of the contract.
 - 2. Claims filed or reasonable evidence indicating probable filing of claims due to the Contractor's failure to perform.
 - 3. Failure of Contractor to make payments properly to subcontractors for material and labor used to fulfill contractual requirements.
 - 4. Damage to the building as a result of work performed or another subcontractor's failure to perform.

1.18 ERRORS AND OMISSIONS

- A. Contractor shall notify the Owner in writing regarding any necessary services, coverage or items which may have been omitted from the maintenance specifications and any irregularities, discrepancies or duplications that could affect the full comprehensive intent of the agreement. Notification in writing should be mailed to:

Robert Woodmansee
Plant Operations Manager
1 Melton Carter Drive
Troy, AL
36082

Sarah Richards
Purchasing Coordinator
100 University Park
Troy, AL
36082

- B. Any duplication of work or coverage is specified as a means of demonstrating the contract requirements, but such duplication, if any, is not intended to expand or increase requirements for such work or services and such duplication shall not increase costs or provide justification for extra or additional charge to the Owner.

1.19 LABOR LAWS

- A. The Contractor performing work under this contract shall comply with applicable provisions of all federal, state, and local labor laws.

1.20 ASSIGNMENTS

- A. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Elevator Contractor assign any payment due him or to become due to him hereunder without the previous written consent of the Owner.

1.21 FORCE MAJEURE

- A. Neither party shall be liable by reason of any failure or delay in the performance of its obligations due to strikes, riots, fires, explosions, acts of God, war, governmental action or any other cause which is beyond the reasonable control of such parties. The performance of such party shall be excused for such reasonable time as may be required to resume performance following cessation of such cause.

1.22 CONTRACTOR'S LICENSE

- A. If required by law, Contractor certifies that it is licensed in the state, municipality and/or local jurisdiction where the property is located to perform the elevator maintenance services pursuant to this Agreement, and that the license will be maintained current and valid for the Initial Term and any renewal term of this Agreement.

1.23 WAIVER

- A. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies and rights of the parties contained in this Agreement shall be cumulative.

1.24 FEES/LEGAL ACTION

- A. 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.

1.25 LIMITATION OF LIABILITY

- A. It is expressly understood and agreed by the Parties that Owner, its parent, subsidiaries and/or affiliates shall not be liable or responsible in any way for any loss of or damage or injury to any equipment as referred to in this Agreement or other personal property belonging to Contractor or any personnel of Contractor while in any area of the building; nor shall Owner, its parent, subsidiaries and/or affiliates be liable for any injury suffered by any personnel of Contractor while on or in the Owner's property. Personnel of Contractor shall make all necessary arrangements for the safety and security of such equipment and other personal property at all times.

1.26 SURVIVABILITY

- A. The parties agree that it would cause an undetermined amount of damages to the other party if either fails to comply with any terms and conditions governing the handling of each other's confidential and proprietary information, or the representations, warranties and indemnifications agreed to under this Agreement and/or hereunder, all of which shall survive any early termination or expiration of this Agreement, and shall remain in full force and effect for the later of a period of one (1) year from the date of termination or expiration of this Agreement, or the date the Information is returned to whomever disclosed such information, after the date of termination or expiration of this Agreement.

PART 2 - PRODUCTS AND SERVICES

2.01 SCHEDULED PREVENTIVE MAINTENANCE LABOR

- A. Contractor shall provide scheduled systematic examinations, adjustments, cleaning and lubrication of all machinery, machinery spaces, elevator mechanical rooms, hoist ways and pits. The Contractor shall include a minimum of 1.25 hours per elevator per month that is to be dedicated to routine preventive maintenance. (Using ONLY non-proprietary parts.
- B. All technicians shall sign in and out at the Physical Plant Department.
- C. A summary of all preventive maintenance performed during the month shall be turned in to the Physical Plant Maintenance Manager on a monthly basis.
- D. A technician shall be on the main Troy Campus located in Troy, Alabama a minimum of 3 days per week for no less than 24-hours per week to service elevators, assist with routine service calls, and clean work areas.

2.02 CLEANING

- A. The Contractor shall, during the course of all examinations, remove and discard immediately all accumulated dirt and debris from the car top(s) and pit area(s). Prior to each annual anniversary date of this Agreement, Contractor shall thoroughly clean down the entire hoist way of all accumulated dirt, grease, dust and debris each year.
- B. Elevator mechanical rooms, pits, and cart tops shall be kept in pristine condition with absolutely no trash in these areas and shall be subject to random inspection by owner. Any room not passing inspection shall be remedied by awarder of this agreement within 24 hours of receiving notice of a failed inspection.

2.03 PAINTING

- A. The Contractor shall keep the exterior of the machinery and any other parts of the equipment subject to rust properly painted, identified and presentable at all times. Motor windings and controller coils shall be periodically treated with the proper insulating compound.

2.04 INSPECTIONS / TESTS

- A. The Contractor shall conduct Safety, Efficiency, and Maintained Conditions surveys, inspections, and tests as follows:
1. Semi-annual quality control evaluations by a qualified supervisor to ensure and confirm the services and procedures as specified herein are properly executed relative to maintenance and performance standards for the systems serviced.
 2. Mandated inspections and testing in accordance with all ASME A17 Standards applicable per local law; filing of all procedures and payment of all relative fees per the Authority Having Jurisdiction (A.H.J.) and preparation of reports within the required time periods for the examination(s) rendered.
 - a. The Owner retains the right to engage the services of a third-party qualified and certified agency for the sole purpose of witnessing mandated inspections and tests performed by the Contractor. Should the Owner elect to utilize this provision, the Contractor shall conform to the third-party agency schedule and provide qualified labor at no additional charge to the Owner.
 3. If applicable, independent testing of Fire Emergency Operating Systems and/or Emergency Power System tests in accordance with local law requirements and ASME standards. The Owner retains the right to have these tests performed on a not-to-interfere basis at any hour of the day and any day of the week, and the cost for overtime work shall be limited to the premium labor portion for work performed on an overtime basis.
 4. These evaluations shall be documented and reviewed, in person, with the owner's representative (typically the Physical Plant Director, Operations Manager, or Maintenance Manager) on a semi-annual basis.
 5. Quarterly meetings (these shall include quality control evaluation reviews) shall be scheduled with the owner's representative to review service, upcoming events, cleanliness inspections, and any issues the contractor may have.

2.05 EMERGENCY CALLBACK SERVICE (24 HOURS, 7 DAYS PER WEEK)

- A. Provide emergency callback service which consists of promptly dispatching qualified employee(s) in response to requests from the Owner or designated representative, by telephone or otherwise, for emergency adjustment or minor repairs on any day of the week, at any hour, day or night. If repairs cannot be made immediately, the mechanic shall notify the Owner's Representative as to the reason why and provide supplemental information regarding the restoration of services.
1. Callback service in response to passenger entrapments shall be provided within one (1) hour, 24 hours a day, 7 days a week, 365 days per year.
 2. Callback services for out-of-service units that have been secured by the Owner's Representative shall be provided within one (1) hour during regular working hours and within two (2) hours between 6:00 a.m. and 8:00 a.m. and one (1) hour 4:30 p.m. and 10:00 p.m. Monday through Friday CST, except holidays.

3. Callback services for out-of-service units that have been secured by the Owner's Representative shall be provided within three (3) hours at all other times not specified above in "1" or "2".
4. Callback services for non-essential system malfunctions that do not constitute an operational or other safety condition shall be provided during normal working hours of regular working days within four (4) hours of the request for service.

2.06 REPAIRS, RENEWALS, AND REPLACEMENTS

- A. Repairs, renewals, and replacements shall be made by the Contractor as soon as scheduled or other examinations reveal the necessity of the same, or when the Customer so advises the Contractor under the terms of this Agreement. All new parts, repairs, and upgrades should be used using non-proprietary parts, anything used that is considered proprietary to a particular brand or manufacturer must be approved by the owner prior to installation. It is understood and agreed that repairs, renewals, and replacements shall be made in accordance with high standards of preventive maintenance practice and that the repair and renewals of parts made shall be equal in design, workmanship, quality, finish fit, adjustment, operation and appearance to the original installation and that replacements shall be new and genuine parts equal to those parts supplied by the manufacturer of the original equipment or its successor, and shall apply to the repair, renewal, or replacement of all mechanical, electronic, and electrical parts, including but not limited to the following:
 1. Automatic door systems, power-operated door systems, and manual door/gate systems complete.
 - a. Power operator and engagement linkages
 - b. Car door top track and hanger roller assemblies.
 - c. Car door track liners, eccentrics, stops, bumpers, and related operating mechanisms for multiple speed or multiple panel doors.
 - d. Car gates, bottom guides, retainers, fire stops, gibbs, entrance sills and threshold plates, gate handles, and protection guards.
 - e. Electrical safety switches and activation mechanisms, door protective and/or retracting devices, and power door operators.
 - f. Electromechanical safety interlock assemblies, related operating mechanisms, clutch or other master system engaging devices, linkages, zoned locking devices, and self-closing devices.
 - g. Elevator Controls: The University requires that any elevator(s) installed as new construction, retrofitted, or updated during a renovation shall use one of the following elevator controls:
 - Elevator Controls (preferred)
 - Motion Control Engineering
 - Virginia Controls

- d. Cabinets, isolation transformers, chokes, diagnostic tools, status indicators, solid state, and hard wire circuitry.
5. Car and counterweight safety systems
- a. Overspeed governors and electromechanical safety devices, wire ropes, and tensioning devices with related hitch and connection apparatus complete.
 - b. Car and counterweight safety devices, drums, rods, linkages, clamps, and hardware.
6. Hoistway and pit equipment
- a. Guide rails, fishplates, brackets, inserts, and related hardware to include jack bolts or other special mechanisms for mounting and alignment.
 - b. Wire ropes, chains, and cables used for suspension, compensation, safety, and selector encoding with related hitch and connection hardware complete.
 - c. Corridor entrance top track and hanger rollers, toe guards, fascia, dust covers, sills, stops, bumpers, eccentrics, retainers, and bottom guides.
 - d. Overhead machine room, secondary and 2:1 wire rope sheaves, shafts, bearings, bushing, seals, mounting supports, lubrication devices, guards, and hardware complete.
 - e. Electrical wiring and conduit, electrical traveling cables, electrical limits slow-downs, activating cams, switches, vanes, inductors, tapes, readers, leveling, and encoding systems complete with all related hardware and wiring.
 - f. Compensation sheaves, shafts, frames, guides, switches, rollers, cams, guards, “S” hooks, guidance systems, and all related hardware.
 - g. Counterweight assemblies, guides, rollers, stands, strike plates, safeties, and hitch devices.
 - h. Car and counterweight buffers, stands, strikes, blocking, platforms, extension devices, mounting hardware, and appurtenances.
 - i. Pit safety switches, cable tensioning devices, access ladders, light switches, lighting assemblies, bulbs, and guards.
7. Operating and signal fixtures with electrical wiring.
- a. Car operating panels, push buttons, stop switches, audible signals, keyed or other control switches, visual signals, jewels, and indicators with electrical wiring.
 - b. Car position indicators, riding lanterns, signal annunciators, and visual and audible signals complete.

- c. Corridor push button stations, hall lanterns, hall position indicators, keyed switches, access controls, electrical wiring, and traveling cables complete.
 - d. Emergency lighting systems, emergency communication devices, and signal systems complete.
8. Hydraulic systems' components, including but not limited to tanks, valves, pump, cylinder head, above-ground piping, hoses, fittings, gauges, seals, O-Rings, filters, screens, packings, belts, recovery devices overflow devices, rescuator or other emergency operating and signal systems, above grade cylinder and plunger assemblies complete, mufflers, heaters, and shut-off valves.
 9. The following items of equipment are excluded: Mainline power switches and fuses, car enclosures, car doors, hoistway enclosures, hoistway doors and door frames, buried hydraulic piping, cylinder, and conventional below-grade plunger assemblies.

2.07 PRORATIONS/EXCLUSIONS

- A. The Contractor may elect to prorate or exclude specific components as a result of their own equipment inspection in accordance with the following:
 1. The present replacement and/or repair cost of each itemized component or system specified at the time of bidding is proposed as a pre-maintenance option.
 2. Detailed formula for pro-rata clause based on the present replacement price, labor, and material escalation in accordance with this document and the percentage of time this Agreement is in force prior to replacement.
 3. Proration and/or exclusion provisions shall be specifically detailed for the applicable vertical transportation units with the understanding that such limitations do not reduce or eliminate the Contractor's liability on other systems covered under the terms of this Agreement, and repair or replacement of such items prior to or during the term of this Agreement will automatically delete reduced coverage for all future work required after the first repair or replacement.

- B. Prorations, exclusions, or other component coverage modifications shall be approved by the Owner prior to the execution and/or Contract renewal or such changes shall be null and void without conflict or alteration of other contractual conditions, including price and maintenance contingencies

2.08 OBSOLESCENCE

- A. For the purpose of this contractual contingency, Component Obsolescence shall be defined as the inability to purchase and/or otherwise repair parts of the system no longer produced by the original equipment manufacturer or a third-party after-market supplier.
- B. In the event equipment and/or a component part thereof, as covered under this agreement, cannot be replaced on a direct exchange basis or repaired using readily available components and labor, the condition shall be reported to the Owner's designee with the following information:
 - 1. Alternative equipment or component parts renewal options for restoration of the system due to obsolescence.
 - 2. Procurement and installation time for restoration of system service.
 - 3. Any Local Law or safety code requirements that will be triggered by the alternative equipment or component renewal (i.e., including filing, tests and approvals).
- C. Payment for obsolescence work shall be based on the extra cost to the contractor only.
 - 1. Labor cost over and above the time necessary for standard equipment and component renewal or repair procedures.
 - a) Contractual hourly rate schedule as provided under Exhibit 'A' shall be used to compute the extraordinary labor charge if applicable.
 - b) Actual material extra cost to the contractor minus the value of the standard component replacement cost plus a maximum of five percent (5%) mark-up on the cost variance only.
 - c) At the Owner's discretion, a lump sum extra-cost price may be employed in lieu of time and material as indicated above.
- D. Subsequent to the Owners authorization to proceed with an alternative obsolescence repair and approval of the relative extra cost, if any, the contractor shall immediately perform such work and restore operating services.
- E. The Owner shall retain the right to competitively bid out obsolescence repairs, replacements, and such work as performed by another qualified contractor shall not diminish or otherwise alter the coverage provided under this agreement subject to the following:
 - 1. The maintenance contractor has the right to inspect work performed by others; and, when conditions warrant, reject obsolescence procedures that increase their liability.
 - a) Should the contractor reject an obsolescence repair by others, a qualified third-party consultant shall be commissioned to evaluate the work and render a decision regarding the acceptability of the prevailing conditions.

2.09 SCHEDULED SERVICE PROCEDURES

- A. Maintenance requirements, in addition to scheduled and emergency repairs, renewals, and testing shall include but are not limited to:
1. Examination of wire ropes to maintain proper tensioning and legal bottom clearances on a monthly basis for shortening and adjusting ropes as required and performance of all re-shackling procedures per ASME A17.1 standards and local laws in conjunction with maintenance of related slack cable devices, machine limits or other safety equipment.
 2. Examination, repair, and replacement of all electrical wiring, traveling cables, conduits, connections, and related apparatus extending from the main line power supply switch in the machine or other power supplies in hoistways.
 3. Maintenance of pit, hoistways, and machine room lighting to include re-lamping, wiring, and switch controls.
 4. Mandated inspections and relative labor requirements for third-party examinations and/or test procedures as approved by the Owner.

PART 3: EXECUTION AND SUPPLEMENTAL REQUIREMENTS

3.01 PERFORMANCE TIMES, LEVELING AND CONTRACT SPEED (ELEVATORS)

- A. The control system shall be maintained to provide smooth acceleration and retardation. Contractor must maintain elevators in accordance with the original equipment manufacturers (O.E.M.) design performance specifications (including floor-to-floor times, door timing, rated speed, group supervisory system, etc.). The door close pressure must never exceed 30 pounds. The following performance schedule shall be adhered to:
1. Contract Speed: The contract speed shall be provided for up-direction travel with a full-capacity load in the elevator car. The speed in either direction under any loading condition shall not vary more than 5% of the contract speed.
 2. In accordance with the ASME A17.1 Code, the elevators shall be maintained and adjusted to safely lower, stop, and hold the car with a load of 125% of the rated capacity.
 3. Leveling Accuracy: The elevator shall be adjusted to provide accurate leveling within 1/4" of the floor level without re-leveling, regardless of load.
 4. Door operating times: **TBD**
 5. Non- interference Door Dwell Times:

Car Call Door Hold:	3 seconds minimum
Hall Call Door Hold:	to 5 seconds minimum
 6. Floor to Floor Time (Flight Time): **TBD**

3.02 PARTS INVENTORY AND WIRING DIAGRAMS

- A. The Contractor shall maintain an inventory of spare parts for scheduled preventive maintenance procedures and common emergency callback service repairs. Such parts shall include but are not limited to contacts, coils, solid-state boards, relays, resistors, timing devices, computer devices, interlock safety switch and linkage parts, bottom guides, door closers, fuses, bulbs, car guides, and an assortment of hardware.
- B. The Contractor shall maintain and continually update wiring diagrams and control schematics to ensure “as built” documents remain on site and the property of the Owner per the maintenance agreement.

3.03 Reliability Guarantee

- A. Contractor shall correct any system malfunction that requires the removal of a unit from normal operating service within seventy-two (72) hours of the initial failure. All new unit installations must be installed using non-proprietary brands/parts, as it is in the best interest of the University.
- B. If the unit is not returned to service within the specified time allotment, the Contractor shall reduce the subsequent monthly maintenance charge for the unit by amount equal to five percent (5%) of the total monthly unit price for each twenty-four (24) hour period the unit is out of service from the date of system malfunction. However, Contractor shall not be penalized for pre-approved and scheduled maintenance repairs, tests, or other conditions necessitating unscheduled major work procedures resulting from a cause excluded by any other provision of this Agreement, or repairs to items not covered under this Agreement.

3.04 MATERIALS AND WORKMANSHIP

- A. All materials and parts are to be new and of the best quality of the kind specified. Installation of such materials shall be accomplished in a neat, workmanlike manner. In case, the Contractor should receive written notification from the Owner stating the presence of inferior, improper, or unsound materials or workmanship, the Contractor shall, within twenty-four (24) hours, proceed to remove such work or materials and make good all other work or materials damaged thereby. If the Owner permits said work or materials to remain, the Owner shall be allowed the difference in value or shall, at its election, have the right to have said work or materials repaired or replaced, as well as the damage caused thereby, at the expense of the Contractor, at any time during the Contract term; and neither payments made to the Contractor nor any other acts of the Owner shall be construed as evidence of acceptance and waiver.

3.05 EQUAL OPPORTUNITY

- A. The Contractor shall maintain policies of employment as follows:
 - 1. The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notices setting forth the policies of non-discrimination.

2. The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or age.

B. EEO EMPLOYMENT PRACTICES AND COMPLIANCE

1. The parties hereto agree to voluntarily comply with the basic tenants of the Equal Employment Opportunity Requirements of Executive Order 11246, as amended by Executive Order 11375, Title VII of the Civil Rights Restoration Act of 1987, various state Fair Employment Practices Acts, and any other federal or state laws pertaining to equal employment opportunity, and that they will not discriminate against any employee or applicant for employment on the basis of race, color, religion, disability, age, sex, national origin or ancestry in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation or termination. In addition, Contractor agrees to indemnify and hold harmless Owner, its parent, affiliates, employees, agents, representatives, and any of its or their officers, directors, employees, agents, successors, or assigns harmless from all loss, cost or expense, including reasonable attorneys' fees for any violation by Contractor, its employees, agents, representatives, or assigns of the rules and regulations set forth and enforced by the Immigration and Naturalization Services pursuant to the Immigration and Nationality Act, as well as the Illegal Immigration Reform and Immigrant Responsibility Act which obligation to indemnify shall survive the expiration or termination of this Agreement.
2. Contractor agrees to maintain comprehensive records of all services performed under this Agreement. These records will be available for inspection by Owner at any time during regular business hours and upon 48 hours written notice.
3. Contractor agrees to stay in compliance with Alabama Immigration Laws- Section 31-13-9 (a) and (b), Code of Alabama 1975. The State of Alabama passed new legislation effective January 1, 2012, known as the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535. This legislation requires anyone receiving state monies to verify that they are in compliance with the new immigration law. State Agencies, including Troy University, are required to withhold payment until proper verification has been obtained. Please complete the Alabama Affidavit attached 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."

3.06 PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising out of this contract. The Contractor shall make good any such damages, injury, or loss, except such as may be directly caused by agents or employees of the Owner. The Contractor shall provide all barricades required to protect open hoistways or shafts per OSHA regulations. Such protection shall include any necessary guards or other barricades for employee protections during and after the maintenance procedure.

3.07 REPRESENTATION

- A. Contractor represents that it will (i) perform elevator maintenance services under this Agreement in accordance with acceptable industry professional and ethical standards, (ii) not proceed with performance of various aspects of the Services, unless pre-authorized (“Pre-approved Services”) by the Owner’s or Owner’s Designee at the property, (iii) conduct any handling of Owner’s Confidential Information in accordance with acceptable industry professional and ethical standards, (iv) not represent to any third party that it has authority to sign, endorse or represent a contractual relationship with or in Owner’s name, or enter into any agreement on behalf of Owner in connection herewith (unless expressly pre-authorized in writing by Owner), (v) safeguard the physical security of Owner’s Confidential Information if it has access to or possession of such information, (vi) ensure that only “Authorized Representatives” of this Agreement, will have access to any of Owner’s Confidential Information while rendering the Services, and that it will not be copied, or disseminated to anyone other than the Authorized Representative, and (vii) ensure that all of its employees, representatives, agents or assigns will not solicit any of Owner’s employees for any purpose. The Parties agree that any alteration to any of the Addenda or Exhibits hereto shall be null and void unless made in writing by mutual consent of the Parties. The obligations of Contractor set forth herein shall remain in full force and effect for the later of a period of one (1) year from the date of termination or expiration of this Agreement, or the date the Confidential Information is returned to whomever disclosed such information, after the date of termination or expiration of this Agreement.

3.08 REQUIRED DOCUMENTS/FORMS/BONDS

- A. **A Current W-9 Form** must be completed and submitted with the bid return submission. **The March 2024 Version of the IRS W-9 form is the only version** of this form that will be accepted.
- B. 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.**
- C. **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, 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 the 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.

- D. **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.

**REMINDER: A MANDATORY BID MEETING & TOUR WILL BE HELD AT
THE TROY UNIVERSITY PHYSICAL PLANT LOCATED AT:**

1 MELTON CARTER DRIVE TROY, AL 36082

ON: Thursday, February 20th, 2025 at 1:00 PM CST.

***If you are unable to attend in person please contact Sarah Richards at bids@troy.edu so that a Teams Meeting can be set up. Please inform Purchasing via the bids email if you will be attending in person or by conference call.**

(Other locations may be viewed upon appointment. Please coordinate with Robert Woodmansee, Plant Operations Manager.)

EXHIBIT A

EVENT PRICING DETAIL SHEET

Rate of charge for onsite standby coverage for a minimum of 5 home football games. Contractor shall supply 2 (two) competent and qualified employees for coverage during times specified as 3 hours before kickoff, during actual game, and 1 hour after game completion. Scheduling for coverage will be determined by Troy University Football schedule (Troy Alabama Campus ONLY) as the schedule will be provided to the awarded contractor. A flat rate should be provided for the cost of coverage during home football games. Pricing should be given on a per-game basis since the total number of games is undetermined.

PRICE FOR STANDBY COVERAGE PER HOME FOOTBALL GAME:

\$ _____

Rate of charge for onsite standby coverage for three commencement day ceremonies (Spring/Summer/Fall). Contractor shall supply 1 (one) competent and qualified employee for coverage during times specified as Coverage to begin at 9 A.M. Central Time and lasting 4 hours for each commencement event. (Troy Alabama Campus ONLY). A flat rate should be provided for the cost of coverage during each of the ceremonies.

PRICE FOR STANDBY COVERAGE PER COMMENCEMENT CEREMONY:

\$ _____

Rate of charge for onsite standby coverage for any major event not described above. Contractor shall supply 1 (one) competent and qualified employee for coverage during times specified. These dates will be conveyed to the awarded elevator company. The events will require standby coverage 1 hour before event, during event, and 1 hour after completion of event. It is estimated that events will last from 3 hours to 5 hours long. Some events may be during normal business hours, and some may be in the evenings. Please indicate the flat rate pricing for standby coverage during these major events.

PRICE FOR STANDBY COVERAGE DURING 1 (One) MAJOR UNIVERSITY EVENT:

\$ _____

FLAT RATE PRICE PER HOUR FOR EMERGENCY CALL

-- DURING NORMAL BUSINESS HOURS: _____

FLAT RATE PRICE PER HOUR FOR EMERGENCY CALL

-- AFTER NORMAL BUSINESS HOURS: _____

FLAT RATE PRICE PER HOUR FOR EMERGENCY CALL

—DURING HOLIDAYS: _____

EXHIBIT B: CONTRACTOR’S SCHEDULE OF UNIT PRICES

COMPANY NAME: _____

Troy Campus - Building / Elevator Name	AL State ID#	Equipment Type	Monthly Maintenance Charge Each (A)	Total Annual Charge (A) x 12 Months
Adams Administration Building - Lobby	ALE020029	Hydraulic		
Clements Hall - Lobby	ALE020028	Hydraulic		
CMMS – Center for Material and Manufacturing Sciences - Lobby	ALE110405	Hydraulic		
Cowart Hall - Lobby	ALE020039	Hydraulic		
Hawkins Hall - Lobby	ALE038665	Hydraulic		
Idea Bank - (Regions Bank Troy Main Office) - Rear	ALE009562	Hydraulic		
John Lewis Hall - Rear	ALE046045	Hydraulic		
John Lewis Hall - Front	ALE046046	Hydraulic		
Jones Hall - Lobby	ALE110406	Hydraulic		
MSCx- McCall/Sorrell Science Hall - Rear	ALE020033	Hydraulic		
MSCx- McCall/Sorrell Science Hall - Front	ALE020034	Hydraulic		
Newman Center - 100 - Lobby	ALE057400	Hydraulic		
Newman Center - 200 - Lobby	ALE057401	Hydraulic		
Pace Hall - Lobby	ALE020037	Hydraulic		
Patterson Hall (GAB) - Lobby	ALE011772	Hydraulic		
Riddle Pace Lott Baseball Complex - Pressbox - Old Elevator	ALE020019	Hydraulic		
Riddle Pace Lott Baseball Complex - Baseball Operations Fieldhouse	ALE038570	Hydraulic		
Riddle Pace Lott Baseball Complex - Smith Family Rotunda Lobby	ALE102660	Hydraulic		
Rushing Hall - 1000 - Lobby East	ALE100045	Hydraulic		
Rushing Hall - 2000 - Lobby West	ALE100046	Hydraulic		
Shackleford Hall - Lobby	ALE020038	Hydraulic		
Smith Hall - Lobby	ALE020035	Hydraulic		

Softball Dodd Center - Pressbox IPL	ALE059603	ADA Lift		
Trojan Arena - Section 101/118-117 - Front	ALE050984	Hydraulic		
Trojan Arena - Section 107/106 - Rear	ALE050985	Hydraulic		
Trojan Center - Main	ALE020023	Hydraulic		
Trojan Center - Service	ALE020024	Hydraulic		
Trojan Dining Hall - #2 - Kitchen - Rear	ALE050881	Hydraulic		
Trojan Dining Hall - #1 - Passenger - Front	ALE050882	Hydraulic		
Trojan Village - 100 - Lobby	ALE038419	Hydraulic		
Trojan Village - 200 - Lobby	ALE038420	Hydraulic		
Trojan Village - 300 - Lobby	ALE036236	Hydraulic		
Trojan Village - 400 - Gerald O. Dial Hall - Lobby	ALE036237	Hydraulic		
Troy Fitness Center - Lobby	ALE102656	Hydraulic		
University Park - CGI - Lobby	ALE045000	Hydraulic		
University Park - 100 (E-Troy) - Lobby	ALE045001	Hydraulic		
University Park - Troy	ALE045201	Chain / Hydraulic		
Veteran's Memorial Stadium - Pressbox - Left	ALE020020	Hydraulic		
Veteran's Memorial Stadium - Pressbox - Right	ALE020021	Hydraulic		
Veteran's Memorial Stadium - Pressbox - Service	ALE020022	Hydraulic		
North End Zone - West - Service	ALE102621	Hydraulic		
North End Zone - East - Passenger	ALE102622	Hydraulic		
Wallace Hall - Library - Rear	ALE020025	Hydraulic		
Wallace Hall - Library - Front	ALE020026	Hydraulic		
Wright Hall - Lobby	ALE020032	Hydraulic		

Campus Monthly Total Charges:

Campus Annual Total Charges:

Dothan Campus - Building / Elevator Name	AL State ID#	Equipment Type	Monthly Maintenance Charge Each (A)	Total Annual Charge (A) x 12 Months
Adams Hall	ALE019930	Hydraulic		
Malone Hall	ALE019929	Hydraulic		
Everett Hall - Stage - Vertical Platform Lift	ALE019933	Electric		
Everett Hall – Freight	ALE019932	Hydraulic		
Everett Hall - Passenger	ALE019931	Hydraulic		
Campus Monthly Total Charges:				

Campus Annual Total Charges:				

Montgomery Campus - Building / Elevator Name	AL State ID#	Equipment Type	Monthly Maintenance Charge Each (A)	Total Annual Charge (A) x 12 Months
Bartlett Hall - North	ALE012173	Traction		
Bartlett Hall - South	ALE012174	Traction		
Rosa Parks Children	ALE029996	Hydraulic		
Rosa Parks Library - Lobby - 1	ALE012168	Hydraulic		
Rosa Parks Library - Lobby - 2	ALE012169	Hydraulic		
School of Nursing	ALE012314	Hydraulic		
Whitley Hall - Kitchen	ALE012175	Hydraulic		
Whitley Hall - Lobby - 1	ALE012165	Traction		
Whitley Hall - Lobby - 2	ALE012766	Traction		
Whitley Hall - Service - Rear	ALE012167	Traction		
Campus Monthly Total Charges:				

Campus Annual Total Charges:				

Phenix City Campus - Building / Elevator Name	AL State ID#	Equipment Type	Monthly Maintenance Charge Each (A)	Total Annual Charge (A) x 12 Months
Waterfront Building - Lobby - 1	ALE100039	Hydraulic		
Waterfront Building - Lobby - 2	ALE100040	Hydraulic		
Campus Monthly Total Charges:				

Campus Annual Total Charges:				

TOTAL MONTHLY PRICE FOR ALL UNITS ON ALL CAMPUSES	\$ _____
TOTAL FIRST YEAR ANNUAL PRICE FOR ALL UNITS ON ALL CAMPUSES	\$ _____

Company Name _____

Company Representative Name _____

Date _____



Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. See <i>Specific Instructions</i> on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6	City, state, and ZIP code	
	7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number									
				-					
or									
Employer identification number									

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date
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General Instructions

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

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

What's New

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

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

Line 2

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

Line 3a

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

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

Line 3b

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

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

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

Line 4 Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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

Vendor Disclosure Statement Information and Instructions

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

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

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

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

Definitions as Provided in Act 2001-955

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

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

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

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

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

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

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

Instructions

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

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



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

This form is provided with:

Contract Proposal Request for Proposal Invitation to Bid Grant Proposal

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

Yes No

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

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

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

Yes No

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

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

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

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

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

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

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

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

AFFIDAVIT OF ALABAMA IMMIGRATION LAW COMPLIANCE

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

State of Alabama:

County of _____:

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

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

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

E-Verify Employment Eligibility Verification User Identification Number

Signature of Affiant

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

Signature and Seal of Notary Public

To be returned to Troy University