

Wallace Community College Selma

Solicitation for Competitive RFP

Request for Proposal (RFP) 2022-01 Bookstore Management

Mailing of the Bid: June 3, 2022

Bid Due Date: July 5, 2022 by 4:00 p.m.

Proposal Opening Date: July 6, 2022

Proposal Opening Time: 10:00 a.m. CST

Proposal Opening Location: Hank Sanders Conference Room

Wallace Community College Selma Main Campus

Hank Sanders Building First Floor

PROPOSAL RESPONSES RECEIVED AFTER THIS DATE AND TIME WILL NOT BE ACCEPTED.

Submit Sealed Proposals To:

RFP 2022-01 Bookstore Management

C/o Queshonna Dudley

Business Office

Wallace Community College Selma

Post Office Box 2530

3000 Earl Goodwin Pkwy

Selma, Alabama 36702

(334) 876-9246

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A Member of the Alabama Community College System

**Wallace Community College Selma
Bookstore Management
RFP 2022-01**

Introduction

Wallace Community College Selma (the “College”) is soliciting proposals from qualified firms for College Bookstore Management. This is a Request for Proposals for Bookstore Management (the “RFP”), not an Invitation for Proposal: responses will be evaluated based on the merits of the proposals; there will be no public opening and reading of responses received by the College’s Purchasing Department, other than to name those firms who have submitted proposals.

For ease of reference, each organization submitting a response to this RFP will hereinafter be referred to as a **Proposer**. A Proposer whose proposal would result in the execution of a formal agreement will sometimes hereinafter be referred to as a “**Contractor**”.

Headings used in the RFP are for reference purposes only and shall not be considered to be a substantive part of the RFP.

Purpose

The College is currently outsourcing operations of the College’s bookstores. The College seeks proposals for future operations of the bookstores. The intent is to award a contract to a Proposer to direct, manage, operate, and provide complete and comprehensive bookstore services on the College’s campus sites in Selma, Alabama, and/or on-line services.

Background

The College is a comprehensive community college offering an array of associate degree and certificate programs. The College operates on a semester system. Students may enroll in classes at either of the College’s two campuses as well as Distance Learning. For more information about the College visit www.wccs.edu.

Timeline

The timeline of key dates is as follows:

- ❖ RFP Issue Date: Friday, June 3, 2022
- ❖ Questions regarding the RFP will be accepted until Thursday, June 30, 2022.
- ❖ RFP Due Date: Tuesday, July 5, at 4:00p.m.
No Faxed or emailed bids will be accepted
- ❖ Proposal Opening Time: Wednesday, July 6 at 10:00 a.m.
Hank Sander Conference Room
Hank Sanders Building, First Floor

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Evaluation of Proposals

Award will be made to the Contractor who is determined by the College to best meet the needs and objectives of the College community. The College reserves the right to reject any or all proposals if they are in its discretion judged unacceptable, to waive any technical or formal defect therein, to accept or reject any part of any proposal, and to award the RFP to other than the Contractor proposing the highest commission return according to its own judgment of its best interest.

In awarding the proposal, the College will consider a number of factors in combination in evaluating the proposals submitted. These factors, which are not listed in order of importance, will include the following.

- a. Proposer's record of performance and service in higher education bookstore operations.
- b. Conformance to the RFP's specifications, requirements, terms, conditions and provisions.
- c. Proposer's pricing and refund policies.
- d. Proposer's service aspects of the proposal.
- e. Commission return to the College.
- f. Customer relations in existing Proposer's operated bookstores.
- g. Personnel aspects of the Proposer's proposal.
- h. Extent of Proposer's size, financial record, credit standing, stability and management.
- i. Review of recommendations with respect to Proposer's bookstore operations at other similar higher education locations.

After proposals have been reviewed, visits may be made to selected institutions currently under contract with the Offeror.

Additional information may be requested by the College while proposals are under consideration.

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Period of contract

The Contract shall commence on after all approvals and continue for a period of approximately 5 years ending 2027. If it is deemed to be of mutual benefit to both parties, the College and the Contractor can mutually agree to renew the Contract beyond the original period or commence on different date.

The selected Proposer will be notified of its selection in writing. The selected Proposer and the College will enter into a written agreement for the bookstore management services that are the subject of this RFP. All terms and conditions of the RFP and all accepted terms and conditions of the Proposer's proposal shall be incorporated into a Bookstore Management Contract when awarded to the successful Proposer. The College reserves the right to negotiate with the Proposer, provisions in addition to those contained in this RFP. In the event there is a conflict with the terms of the Proposer's contract and the terms of the RFP, the RFP shall prevail.

The contract may be terminated by the College or the Proposer upon written notice as provided in the contract. Written notice of termination must be received 120 days in advance of the effective date of termination.

Questions and Requests for Additional Information

Questions regarding the RFP will be accepted until Thursday, June 30, 2022.

All inquiries must be submitted in writing to Judy Jordan, Proposals/RFPs/Construction at judy.jordan@wccs.edu. Answers to such requests will be made available and distributed to all recorded Proposers, in addendum form, which will be included as part of the contract documents.

Proposal Receipt

Proposals delivered by the **U. S. Postal Service** should be addressed to:
Wallace Community College Selma
ATTN: Queshonna Dudley
Post Office Box 2530
Selma, Alabama 36702

Proposals delivered by **special courier service** should be addressed to:
Wallace Community College Selma
ATTN: Queshonna Dudley
3000 Earl Goodwin Pkwy.
Selma, Alabama 36702

Proposals may be **hand-delivered** to:
Wallace Community College Selma
ATTN: Queshonna Dudley
3000 Earl Goodwin Pkwy.
Selma, Alabama 36702

Proposals not received in the Business Office

at the date and time specified, will be determined late and will not be considered.

Proposals must be submitted in a sealed envelope with the RFP number and RFP opening date on the outside of the envelope. **Facsimile (FAX) or email proposals will not be considered.**

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Bookstore operations/ enrollment history:

Unduplicated Head Count

	FALL	SPRING	SUMMER
2018-2019	1476	1371	1162
2019-2020	1529	1347	1072
2020-2021	1316	1278	871

Store Locations/Facilities

The College bookstores are currently located at the address listed below. Store locations are subject to change. Other locations may be opened in the future at these or other campus locations.

The Contractor shall be responsible for selling books to students attending all sites or by distance learning technologies.

Location

Main Campus
3000 Earl Goodwin Pkwy.
Selma, Alabama 36702

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Exclusive Rights

The College intends to grant the Contractor exclusive rights, as an independent vendor, to provide bookstore operations for the College for the purpose of selling college textbooks, reference books, trade books, stationery, supplies, computer laptops, computer software, tools, uniforms and other items normally required for student study and classroom use.

The College reserves the right to prohibit products from sale which, in its sole discretion, it considers inappropriate to the educational mission of the College or in violation of policies of the Alabama Community College System and/or United States Department of Education where applicable when student is using Title IV funds.

The College will prohibit the Contractor from selling e-cigarettes or any tobacco related products. The College reserves the right to also prohibit Contractor from selling items sold by the College Cafeteria.

Utilities and Basic Services

The Contractor will provide all utilities to the space used by the Contractor including:

- a. Heat, light, utilities, and air conditioning as is reasonably required for operation of the Bookstore.
- b. Office equipment (including computer equipment, cash registers and safes), furniture and fixtures, file cabinets, telephones and telephone service (including campus telephones and campus telephone service), and office machines currently available for Bookstore use. The Contractor shall pay for long-distance telephone service and any additional services.
- c. Trash removal and extermination services for the Bookstore.
- d. To the best of its knowledge, the College is not aware of any health or environmental problems which currently exist or are likely to develop in the physical facility which houses the Bookstore. The College shall be responsible for remedying promptly any health or environmental problems at the Bookstore, other than those caused by the Contractor, and notifying the Contractor accordingly.

Insurance

The dedicated bookstore space is considered part of the College's physical plant, and is therefore covered to the full limits of the State of Alabama's blanket Property and Casualty policies. Excluded from any such coverage, however, are liability exposure resulting from the vendor's direct operations (auto, worker compensation, professional and general liability, product liability, fidelity bonding, inventory, business equipment, personal property, etc.).

Other College Rights and Responsibilities

The College reserves the right to interview and participate in the selection of the Contractor's bookstore manager. The College reserves the right to have the Contractor remove any bookstore manager or any other employee at the request of the College. Such requests will be made by the Dean of Finance or the College President.

The College reserves the right to examine any or all records maintained by the bookstore. This includes, but is not limited to sales records, invoices, banking records, operating statements and financial statements. This also includes cash registers at the Bookstore being used by the Contractor, with or without notice. Cash register control

totals shall be used to verify the case sales reported. The Proposer must show verification of a line of credit commensurate with the projected value of the inventory that would be maintained at the College.

The College shall have the right of prior approval of any and all signs, posters, or other bookstore advertisement placed on College premises.

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Contractor Requirements

The Contractor shall provide the College with the merchandise and services expected of a top quality academic/technical campus bookstore.

The Contractor shall conduct all of its business operations related to the College in its own name, and shall not bind the College in any way. The Contractor shall not represent expressly or implied, that it is an agency of the College or acts on behalf of the College. The Contractor will make all contracts in its own name, and will be responsible for any goods purchased by the Contractor, or for any other obligations or liabilities assumed or created by the Contractor. Purchase, delivery, storage and payment considerations related to Campus bookstore operations shall be at the sole risk and expense of the Contractor.

Contractor shall identify and implement a refund and exchange policy. At a minimum; however, textbooks may be returned for a full refund during the scheduled adjustment period provided a proof of purchase receipt accompanies the return. The Contractor will comply with applicable federal and state laws and regulations including Title IV regulations regarding the refund/repayment calculations for financial aid recipients.

The Contractor shall ensure a timely acquisition of all required and recommended texts in addition to other academic and/or curriculum requirements (such as nursing kits, lab requirements, etc.). The Contractor shall maintain a sufficient range and depth of inventory to satisfy reasonable student sales demand.

The Contractor shall provide timely response to users requiring special orders.

The Contractor shall provide both a rental option and purchase option of course materials required for college courses. The Contractor shall be responsible for reimbursing the College for all costs associated with the duplications of course materials and shall sell to students at cost plus a reasonable profit.

The Contractor agrees to offer tuition/book scholarships each year.

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The Contractor agrees to have staff on location, a minimum of one store manager and clerical personnel. Regional management/corporate management must visit the campuses regularly.

The Contractor agrees to provide tools, kits, supplies and other items needed for the College's technical instructional programs.

The Contractor shall make every possible effort to increase new and used book sales at the College.

The Contractor shall have the privilege of determining and establishing the selling price of all items offered for sale; however, the College shall have input into the general price structure for all books and products offered by the Contractor. In addition, the price of each item offered for sale shall not exceed the manufacturer's suggested retail price nor shall the selling price of each item exceed the normal retail price of identical items offered for sale by merchants in the local area.

In operating the bookstore, the Contractor will charge industry standard, competitive, and fair prices as follows:

- On new textbooks and trade books, not more than the publisher's list price or a 25% gross profit margin (cost divided by .75) on net price books. A freight pass through may be included in the selling price of the textbooks as a method of cost containment.
- On used books, including cloth, paperback, and other, not more than 75% of the new textbook selling prices.
- On general merchandise, not more than the normal gross profit margin for similar merchandise in the College/university bookstore industry.

The Contractor will offer College faculty and staff a 15% discount on all purchases more than \$1.00, excluding textbooks, sale merchandise, and academically discounted software. The Contractor will also offer all College departments a 20% discount on purchases of supplies over \$1.00, excluding sale merchandise and academically discounted software.

The Contractor shall clearly mark all items as to their retail price and/or post in a conspicuous place, listing of all items offered for sale, indicating the retail price of each item.

The Contractor shall provide the College with the ability to offer a process that allows students to purchase their books online immediately after they register for classes along with the ability to charge to an approved program in real-time utilizing a declining balance system to prevent charges in excess of financial aid. If students desire to purchase their books at that time, the Contractor's software should identify the books needed for each class and whether the books are available new or used.

No other means of transaction, other than through a recording cash register, will be acceptable. Each cash register must be capable of being cleared prior to utilization.

Bookstore customers shall be afforded the greatest variety of payment options possible, including cash, approved personal checks, credit cards, debit cards, and charges to the College such as financial aid recipients, scholarship recipients, WIOA, TRA, VA, and other students as approved by the College. Charges approved by the College to programs must utilize a declining balance system to prevent charges in excess of financial aid.

The Contractor shall collect and remit any sales tax, income tax, all other local, state, and federal taxes based on the Contractor's operation (except property taxes on the bookstore).

In order to determine that superior customer service is being provided to the college, a method to assess customer service shall be agreed upon by the College and the Contractor.

The proposal shall provide a list of the promotions that will be provided during the academic year.

The Contractor may propose other additional services.

The Contractor shall provide additional College Bookstore services as are reasonably requested by the College.

The Contractor shall be knowledgeable about emerging higher education bookstore management and operational trends, marketing programs, merchandise and inventory, and other changes evolving throughout the post-secondary general bookstore industry. The Contractor shall incorporate programs of action in response to these changes and trends in the College Bookstore operation and services, as deemed applicable to the college and university bookstore market segment.

Operating Expenses

The Contractor shall provide to the College at the Contractor's expense all operating expenses of the Bookstore including those related to:

- a. Employees, including payroll and payroll system costs, and employee benefits.
- b. Bill paying and accounting, include sales tax collections, reporting and payment for merchandise sold, except any property or municipal taxes on the Bookstore.
- c. Office equipment maintenance and repairs.
- d. General custodial services.
- e. Loss prevention services.
- f. Long distance telephone services, through a vendor selected by the Contractor.
- g. All Bookstore intranet and alarm systems.

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The Contractor shall furnish all furniture and fixtures necessary for the proper execution of bookstore operations not provided by the College. This shall include, but not necessarily be limited to, office furniture, point-of-sale registers, special merchandising and sales display cases, etc.

The Contractor must maintain the space, furniture and equipment in a clean, safe and functional condition to the satisfaction of the College and return it to the College upon contract completion in the same or better condition as when received, normal wear excluded. Contractor shall comply with all city, state and local codes and regulations. Contractor shall be responsible for cleaning and minor repairs to include but not be limited to floors, doorways, walls, ceiling, windows, all furniture, fixtures and equipment whether furnished by the College or Contractor.

The Contractor will need to access the College student database records for financial aid, scholarships, etc. via existing online bookstore system. Proposers shall certify that it will comply with the College's IT and Privacy Policies. Contractor agrees to provide, at its expense, computer hardware and software required to interface with the College's computing system. The College currently utilizes an educational system provided by Ellucian Banner 9 software. For more information on Ellucian Banner 9 systems visit www.ellucian.com.

The Contractor shall have the right to make modifications or alterations to the physical layout and presentation of the bookstore facilities; however, the Contractor shall not do or permit anything to be done to the premises that has not been approved by the College. A joint inspection of the space, furniture and equipment shall be made by the College and the Contractor prior to commencement of operations. A written agreement will be reached concerning the condition of each item. A similar inspection shall be made at contract completion to determine Contractor liability. The Contractor shall be responsible for any replacement or damage when caused by its negligence, loss, or wear beyond normal usage.

The Contractor shall be responsible for all alterations, maintenance and repair of its assets on site.

The Contractor shall provide for all of its own external communications, including telephone, internet, U.S. mail, fax, parcel delivery and freight. Access shall be given to the College's internal telephone and mail system.

The Contractor shall be responsible for the proper collection and removal/disposal of all trash, garbage, shipping containers, boxes, skids, etc. The College will not provide for any disposal containers or trash removal service.

Contractor's Personnel

The Contractor's manager for this operation will meet with the Dean of Finance or Dean of Students monthly and/or as needed at such time and place designated by the College to solve problems and to initiate any changes in operations for improvement of the Bookstore operations.

The Contractor shall maintain staffing of capable employees thoroughly trained and qualified in the work assigned to them, in sufficient number for the efficient operation of the bookstore for an institution of this size. Personnel policies shall be consistent with federal, state and local laws and institution directives. Evidence of stated qualifications shall be made available to the College upon request.

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The Contractor shall directly employ and supervise all bookstore staff at the College. Subject to the College's rights set forth in this RFP, the Contractor shall have complete authority and responsibility for its staff, including provisions for workers compensation, unemployment, medical coverage and all other benefit plans.

To the fullest extent possible, the College's students, of good academic standing, should be employed as part of the regular staffing pattern, in preference to non-students. Such employment should be educational as well as remunerative, with the Contractor encouraged to consider internships and other cooperative ventures with academic departments.

Hours of Operation

The College Bookstore shall have hours of operation on both campuses that facilitate students, faculty, and staff purchasing necessary items. Current hours of operation are as follows:

Fall, Spring and Summer terms

Monday - Thursday 8:30 a.m. – 4:30 p.m.

Friday 8:30 a.m. – 12:00 p.m.

During the contract term, hours of operation may be subject to change as mutually negotiated and agreed between the Contractor and the Dean of Students in order to meet student demands.

Extended store hours (possibly weekends), shall be required during registration periods.

Insurance Coverage Required by Contractor

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following minimum insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Alabama by the Alabama Department of Insurance.

Insurance Schedule Policy

Worker's Compensation

Statutory

Comprehensive General Liability:*

(1) Bodily Injury Liability	\$1,000,000 each person \$1,000,000 each occurrence
(2) Property Damage Liability	\$1,000,000 each occurrence
(3) General Aggregate	\$2,000,000
(4) Products, Completed Operations Aggregate	\$2,000,000

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Comprehensive Automobile Liability:

- | | |
|-------------------------------|-----------------------------------|
| (1) Bodily Injury Liability | \$1,000,000 combined single limit |
| (2) Property Damage Liability | \$1,000,000 combined single limit |

Excess Umbrella Liability:**

- | | |
|-------------------------------------------------------------|------------------------------------------------------|
| Combined single limit body injury and/or
property damage | \$5,000,000 each occurrence
\$5,000,000 aggregate |
|-------------------------------------------------------------|------------------------------------------------------|

*Comprehensive liability to include but not limited to:

- Premises and operations liability
- Products liability
- Protective liability
- Contractual liability

**Excess of above indicated underlying insurance subject to a \$25,000 self-insured retention on uninsured perils.

A certificate of insurance for all the above shall be required upon awarding of the contract.

Inventory Books/College Materials

Currently, another vendor operates the bookstores and owns the inventory located on the campus identified in this RFP.

The Contractor shall not in any manner use the credit or the name of the College or the State of Alabama in connection with its said business or affairs. Further, Contractor shall purchase said merchandise and sign contracts only in its own name, and at its own cost and expense, and on its own sole credit, and that it will promptly make full payment in accordance with the terms of the purchase.

The Contractor shall make all arrangements for delivery, unloading, receiving and storing merchandise. The College will not assume any responsibility for receiving or handling these shipments. The Contractor is responsible for the removal of all containers and shipping materials.

Payments, Reports, and Prices

The Contractor agrees to collect the proceeds of sales, to the banking of such sales, and to maintain separate bookkeeping records for its operations located in the College. The Contractor accepts responsibility for collecting all required local, state, federal and other taxes and the reporting and payment thereof. Further, the Contractor agrees to permit the College's officer, authorized employees, and agents, and the auditors of the State of Alabama to examine, inspect, and have access to the books, records, paper, equipment and facilities of the Contractor with respect to the operation of bookstore services as herein provided without prior notice.

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The Contractor will furnish the College with a copy of the monthly sales report and other reports as requested by the Dean of Finance and or Dean of Students.

No other means of transaction, other than through a recording cash register, will be acceptable. Each cash register must be capable of being cleared prior to utilization.

Invoices

The Contractor shall maintain Bookstore invoices as follows:

One original to be filed by the Contractor. Invoice must contain student's signature for purchases charged to codes. Invoice must contain employee signature for purchases charged internally. Interdepartmental Transfer form approved by the Budget Manager must be available to support all purchases charged internally.

One copy to be used to invoice the College. The copies should be sorted by date.

One copy to be used by the College to invoice third parties. The copies should be sorted by detail code and distributed to the College employee responsible for billing that detail code. A distribution list will be provided by the College. Distribution should be made on a weekly basis.

Bookstore should invoice College by the tenth of the month for the previous month.

Assignment

The Contractor shall not assign, transfer, pledge, hypothecate, surrender or otherwise dispose of the bookstore management agreement, or any interest in any portion of same without the formal written consent of the College's Dean of Finance.

Representatives

The College's representative in all business with the Contractor shall be the Dean of Finance or Dean of Students (by writing only). The Contractor's representative in all business with the College shall be the Contractor's bookstore manager and/or regional manager.

Laws, Ordinances, Rules, Regulations and Licenses

The Contractor shall pay all business license fees, ad valorem taxes, workers compensation insurance, unemployment compensation, and any and all taxes that may be imposed upon or as a result of operation of the Bookstore by the Contractor.

The requirements for federal contractors and subcontractors as they relate to Equal Opportunity and Affirmative Action are incorporated by reference and made a part of this agreement as an obligation of Contractor.

This RFP and any resulting contract shall be governed in all respects by the laws of the State of Alabama, and is subject to change or cancellation due to changes in local, state, federal laws, regulations, policies, or in changes in the policies of the Alabama Community College System.

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Liability and Indemnification

The Contractor agrees to indemnify, defend and save the College, the Alabama Community College System, the Alabama Community College System Board of Trustees and their respective members, officers, employees, agents and assigns (hereinafter "Indemnitees"), harmless from any and all claims, demands, actions, debts, liabilities, judgments, costs and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to property or injuries to or the death of any and all persons whatsoever, in any manner, caused or contributed to by the Contractor, his agents, servants, or employees, while in, or about the Indemnitees premises on which the work under this contract is to be done, or while going to or departing from same, and to indemnify and save the Indemnitees harmless from and on account of damages of any kind which the Indemnitees may suffer as the result of the acts of any of the Contractor's agents, servants or employees in or about the performance of any contract between the Contractor and the College.

The Contractor shall indemnify and hold harmless the College for any liability incurred by the College as a result of the non-payment, for any reason, of any debt or obligation for which the Contractor has agreed to bear responsibility for payment, including the College's attorney's fees, costs of litigation and the amount of any judgment or extra judicial settlement entered into by the College, including interest.

General Terms and Conditions

Proposers shall review all sections of this RFP carefully, and follow instructions completely, as failure to make complete submission as described herein may result in rejection of the proposal.

All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its contents, shall be the sole responsibility of the Proposer. The College assumes no responsibility for these costs.

Proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.

Proposer may submit an amended proposal before the deadline for receipt of RFPs. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such.

By written request to the Business Office, Proposer may withdraw from the RFP process and have their sealed proposal returned at any time prior to the closing date and time for the receipt of proposals.

The RFP Certification form must be signed by the owner or authorized officer/agent of the firm submitting the proposal or the proposal will be rejected.

Proposal prices shall not include tax. Tax exemption certificates shall be furnished upon written request.

Proposal prices shall remain in effect for a minimum of ninety (90) days from the RFP opening unless requested for a longer period of time in the RFP.

The College reserves the right to cancel, recall and/or reissue all, or any part, of this RFP at any time.

RFP awards are also subject to change or cancellation due to changes in local, state, federal laws, regulations or policies or in changes in the policies of the Alabama Community College System.

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All materials submitted to the College for consideration in response to this RFP will be considered public records, without exceptions, and will be released for inspection immediately upon request once an award has been made. The College accepts no responsibility for maintaining confidentiality of any information submitted with response to whether labeled confidential or not.

Under no circumstances may a Proposer substitute a different service(s) awarded from this RFP, without prior approval from the Business Office.

The Contractor shall observe, perform and comply with or require compliance with all federal, state, and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the operation and Contractor's activities undertaken pursuant to this RFP. The final agreement shall be governed and construed in accordance with the laws of the State of Alabama. Any contract arising from this RFP is subject to all laws of the State of Alabama.

The Contractor must comply with Alabama Act 2011-535 and agrees to submit an *Affidavit of Alabama Immigration Compliance* as well as an *E-Verify Memorandum of Understanding*.

Proposers shall certify that no agent, employee or representative possessing a questionable moral character; a history of criminal activity affecting the area where service is to be provided; or a conviction for sexual offense; will have direct contact with students, faculty, or staff. Failure to provide this certification will result in the exclusion and rejection of the proposal.

The Contractor is responsible for filing the Alabama required Statement of Economic Interests with the Alabama Ethics Commission, if the selected contractor is a public official, public employee, or if a member of the awarded contractor's household is a public official or employee. The selected contractor is responsible for sending a copy of the contract to the Alabama Ethics Commission within ten (10) days after the contract has been awarded. For more information concerning this requirement, please refer to the Alabama Ethics Commission Advisory Opinion 2001-29.

The selected Proposer must also complete the Alabama Relationship Disclosure Statement required by Act 2001-955 within ten (10) days of the award for contracts over \$5000. It is the Contractor's responsibility to follow the instructions included with the Disclosure Statement. If the information on the form changes during the RFP process, the Contractor is required to submit an updated form to the College.

This RFP is subject to Alabama Act Number 2006-557: Certification pursuant to Act Num. 2006-557 Alabama Law (SECTION 41-4-116, CODE OF ALABAMA 1975). This law requires that every Proposal 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 lease 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 a proposal, the Proposer is certifying that it is or has fulfilled compliance with ACT NO. 2006-557. Proposers acknowledge that the College will declare the contract void if the Proposer's certification is determined to be false.

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Any contracts awarded as a result of this RFP will include the following provisions:

It is further agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. If any provision of this agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void. Contractor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise from or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.

By signing this agreement, the parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire, for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from.

This agreement constitutes the sole and entire agreement of the parties to this agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, negotiations, and agreements, both oral and written, with respect to such subject matter.

In compliance with Act 2016-312, the parties hereby certify that they not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

This agreement may be executed in counterparts, each of which shall be deemed and original, but all of which together shall be deemed to be one and the same agreement.

Contractor shall, upon reasonable request during the term of this agreement and for two years thereafter, provide to a requesting College data in the possession of Contractor received as a result of the College's bookstore operations.

**Wallace Community College Selma
Bookstore Management
RFP 2022-01**

Proposal Submittal Requirements

Proposers must submit the following information. Any proposal that does not include this information will be rejected.

1. Company Background and Qualifications
 - a. Provide a list of Proposer's qualifications and experience in managing college and university bookstores.
 - b. Provide a list of at least five clients for whom the Proposer is currently operating and managing a campus bookstore which has gross annual sales between \$2.0 million and \$5.0 million. The list should contain the name and telephone number of the College Contract Administrator/Liaison Officer for each bookstore operation, as well as the name and telephone number of the Chief Business Officer of each college listed.
 - c. Provide a list of all college accounts which were canceled or not renewed during the past five (5) years. This list must include the name and telephone number of the College Contract Administrator/Liaison Officer, as well as the name and telephone number of the Chief Business Officer of each college listed.
 - d. Include a copy of Proposer's last five years of financial data, including most recent audited financial statement as required payments.
2. Financial Proposal
 - a. Schedule A - Minimum Annual Guarantee
 - b. Schedule B - Percentage of Net Sales
3. Other Financial Contribution
 - a. Capital investment in the Bookstore and operating systems.
 - b. Additional financial incentives you would like the College to consider.
4. Projected College Renovation Costs
 - a. Identify the Estimated Costs the Contractor will pay to renovate College space in the "One-Stop Centers" to a bookstore.
 - b. A proposed floor plan of the renovated space.
5. Pricing and Refund Policies
 - a. Statement of pricing policies and refund policies for new required hard cover and paperback textbooks, other paperback and hard cover trade books, and used books. Statements must include, but are not limited to the following:
 - o Disposition of freight charges (i.e., whether they will be passed on to the customer, if so, in what manner—or if they will be absorbed by your company).
 - o Schedule of payments in the purchase of textbooks and non-textbooks from students; and
 - o Description of entire used book buy-back program for the College.
 - b. Statement of pricing policies for general (all other) merchandise.
6. Proposal for the purchase of existing College owned bookstore inventory.

**Wallace Community College Selma
Bookstore Management
RFP 2022-01**

7. General Merchandising and Marketing
 - a. Describe Proposer's plans for new or expanded product lines or services to be offered at the College Bookstore(s).
 - b. Describe Proposer's general book program and your plan to ensure that the general book program supports the academic excellence of the College.
 - c. Describe Proposer's marketing/advertising/social media plan for the College Bookstore(s).
8. Customer Service
 - a. Describe in detail how Proposer will provide excellence customer service at the College Bookstore(s).
 - b. Describe Proposer's plan to service the Shoals and Phil Campbell campuses. The methods you will use to obtain regular feedback from College Bookstore customer, faculty, staff, and administrators.
9. Describe Proposer's commitment to hire student employees.
10. Tender Types/Discounts
 - a. Describe tender and payment processes Proposer will accept at the College Bookstore(s).
 - b. Provide Proposer's proposed faculty/staff and departmental discount program.
11. Technology
 - a. Describe Proposer's plans for computerization, automation, technology, point-of-sale, etc., and explain how implementation of these plans will benefit the College Bookstore(s).
12. Provided verification of a line of credit commensurate with the projected value of the inventory you would maintain at the College.
13. Provided a Certificate of Insurance verifying minimum coverage identified in this document as required under Insurance section.
14. Any additional relevant information to improve the bookstore operation and College/Contractor/student working relationship.

**Wallace Community College Selma
Bookstore Management
RFP 2022-01**

**Schedule A
Minimum Annual Guarantee**

An annual guarantee minimum of \$_____, which will be paid in monthly installments of \$_____, on or before the 10th of each month.

*First payment will be due on or before July 1, 2021 regardless of net sales or revenue.

**Schedule B
Percentage of Net Sales**

Net Sales*	Percentage to the College
\$ 0. \$ 3,000,000	_____
\$ 3,000,001. \$ 4,000,000	_____
\$ 4,000,001. \$ 5,000,000	_____
All sales in excess. . . . \$ 5,000,001	_____

*Net Sales is defined as gross sales at all bookstore locations and any other sales facilities operated by Contractor on College premises, less refunds, discounts, and sales taxes and includes any sales made on the Internet identifiable to the College.

SUBMIT RFP TO: Business Office Wallace Community College Selma 3000 Earl Goodwin Pkwy. Selma, Alabama 36702	RFP CERTIFICATION
RFP NUMBER: RFP 2022-01	RFP TITLE: Bookstore Management
Point of Contact: Ms. Queshonna Dudley queshonna.dudley@wccs.edu	RFP OPENING LOCATION (July 6, 2022): Hank Sander Conference Room 3000 Earl Goodwin Pkwy. Selma, Alabama 36702
RFP DUE DATE AND TIME: July 5, 2022 at 4:00 p.m.	
PREFERRED VENDOR (Check the appropriate boxes) <input type="checkbox"/> You, your firm, or corporation produces or manufactures the RFP product within the State of Alabama. <input type="checkbox"/> You, your firm, or corporation has an assembly plant or distribution facility for the RFP product within the State of Alabama. <input type="checkbox"/> Your firm or corporation is organized for business under applicable laws of the State of Alabama as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the RFP product or service within in the State of Alabama for not less than one (1) year prior to deadline date for receipt of this RFP.	
MINORITY BUSINESS STATUS Please check <input type="checkbox"/> here if your company is considered a Minority Owned Business	
PAYMENT TERMS: _____	
Offeror must print or type in all the information listed below and sign where indicated for RFP to be considered.	
Company Name: _____ Street Address: _____ City, State: _____ Zip: _____ Telephone: _____ Fax: _____ Email: _____ Federal Tax ID Number: _____	
NON COLLUSION: The Offeror, by affixing its signature to this proposal, certifies that its RFP is made without previous understanding, agreement, or connection with any person, firm or corporation making an RFP for the same item(s) or services, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. Furthermore, I certify that I am authorized to sign below and I agree to all terms, conditions and specifications stated in this RFP document.	
COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT: By affixing its signature, the Proposer affirms, for the duration of any agreement ensuing from the RFP, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for damages resulting therefrom.	
ACCEPTANCE OF RFP TERMS: By affixing its signature, the Proposer acknowledges its acceptance of all the terms and conditions of this RFP.	
Signature of Owner or Authorized Officer/Agent _____	
Typed or Printed Name of Above: _____	

QUALIFICATION STATEMENT

Payment Terms:

I certify that I have read and understand the "General Conditions and Instructions to Proposers" and this offer is made without prior understanding or connection with any entity or person submitting a proposal for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. I am authorized to sign this proposal for the Proposer. I agree to abide by all conditions of this proposal solicitation.

Name of Company	Authorized Signature (sign in ink)
Complete Address	Typed or printed name of Signature above
City, State and Zip Code	Title
Telephone Number	E-mail Address

NOTARIZATION REQUIRED

Sworn to and subscribed before me this _____ day of _____, 20_____

Notary Public: _____ My commission expires: _____

MINORITY INFORMATION

If this business is minority-owned, please explain status below:

Re: Information Required by HB 56

To Whom It May Concern:

As you may know, the State of Alabama has passed new legislation effective January 1, 2012 requiring anyone receiving state monies to verify they are in compliance with the new immigration law. This legislation requires us to hold payment of services rendered on or after January 1, 2012 until proper verification has been obtained.

- If you are a business that is paid directly by Wallace Community College Selma, please complete an Affidavit of Alabama Immigration Law Compliance, an E-Verify Memorandum of Understanding (www.uscis.gov/everify), and a signed Alabama Immigration Law Compliance contract and return to us.
- If you have already completed this information for another institution, please forward a copy of that to us.
- If you have subcontractors that you employ, you are also required to obtain an Affidavit of Alabama Immigration Law Compliance from them and keep on file at your establishment.

There are several pages included in this packet-including a memorandum further explaining this new law. Please take a few moments and look over this information completely. If you have any questions regarding this, please feel free to contact Judy Jordan directly at (334) 876-9232. Otherwise, please fill out the appropriate information and return to her as soon as possible in order to insure no disruption in payment. You may return the information by fax: (334) 876-9250, email: judy.jordan@wccs.edu or mail: Wallace Community College Selma, Attn: Judy Jordan, Post Office Box 2530, Selma, Alabama 36702.

Thank you for your assistance,

Finance Department

MEMORANDUM

TO: CONTRACTORS AND GRANTEES
FROM: WALLACE COMMUNITY COLLEGE SELMA
DATE: JUNE 2, 2022
RE: H.B. 56 - ALABAMA IMMIGRATION LAW COMPLIANCE

The purpose of this Memorandum is to direct your prompt attention to Alabama Immigration Law Compliance flow-down requirements that will be in effect on January 1, 2012. Those are discussed herein and can be summarized as follows:

1. PROVIDE the Alabama Community College System (ACCS) Institution proof that you are in compliance with the immigration law by timely submitting a notarized *Affidavit of Alabama Immigration Law Compliance* and an *E-Verify Memorandum of Understanding*;
2. PROVIDE the ACCS Institution a signed *Alabama Immigration Law Compliance Contract* in the attached *Notice* form provided;
3. PROVIDE your subcontractors notice of their compliance obligations and OBTAIN from each a notarized *Affidavit of Alabama Immigration Law Compliance- SUBCONTRACTOR*.

The requirements above, imposed by H.B. 56, are "a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees working in the State of Alabama. As A Contractor or a Grantee, if you believe these obligations do not apply to you, please notify the Institution immediately.

For your convenience, we have included for your use a sample AFFIDAVIT OF ALABAMA IMMIGRATION LAW COMPLIANCE- CONTRACTOR AND GRANTEES. Please complete, notarize, and return a copy to the Institution along with your attached E-VERIFY MEMORANDUM OF UNDERSTANDING. See ALA. CODE § 31-13-9 (c).

In turn, you are to obtain from your subcontractors a notarized AFFIDAVIT OF ALABAMA IMMIGRATION LAW COMPLIANCE- SUBCONTRACTOR.

If you contract with more than one ACCS Institution, you will only need to have one affidavit completed and notarized, and then provide a copy to the requesting institution. You are required to maintain your subcontractors' affidavits at your offices. These documents will be subject to audit. You may provide a copy of this Memorandum with your notification memorandum to your subcontractors as an explanation for this mandatory requirement.

Finally, you will find a NOTICE OF ALABAMA IMMIGRATION LAW COMPLIANCE REQUIREMENTS TO ALL CONTRACTORS ("CONTRACTORS") OF ACCS Institutions for execution by contractors and to be returned to the Institution. To the extent that there is no formal written contract between a contractor and the Institution, such as where business is conducted by purchase order, this document shall serve as your Alabama Immigration Law Compliance Contract. Similar language will also be in contractual agreements or grant documents with the Institution.

**AFFIDAVIT OF ALABAMA IMMIGRATION LAW COMPLIANCE BY A
CONTRACTOR OR GRANTEE TO ACCS INSTITUTIONS
AND/ OR THE ALABAMA COMMUNITY COLLEGE SYSTEM**

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 an ACCS Institution or by the Alabama Community College System to an employer that employs one or more employees in the State of Alabama and is a recipient of funds from the Alabama Community College System, or funds from any political subdivision of the State of Alabama, or any public-funded entity (including an ACCS Institution). 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 attached to this Affidavit is our E-Verify Memorandum of Understanding confirming such program enrollment. I have read this Affidavit and swear and affirm that it is true and correct.

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 Wallace Community College Selma.

Notice of Alabama Immigration Law Compliance Requirements to all Contractors of ACCS INSTITUTIONS

As a Contractor, as defined in the Act, to an ACCS Institution, it is critical to your relationship (future or continuing) with the Institution that you comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Accordingly, please provide your Affidavit of Alabama Immigration Law Compliance with attached E-Verify Memorandum of Understanding, as requested in the attached memorandum. If you do not believe these obligations apply to you, please notify the Institution immediately.

Every contract entered into by an ACCS Institution from this point forward with a contractor will contain the following clause or one substantially similar:

Alabama Immigration Law Compliance Contract: Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to *knowingly* hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Institution and return the same to the Institution. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Institution may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives *actual knowledge* of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the Institution and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the Institution. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Institution from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

To the extent that there is no formal written contract between the Institution and the Contractor, such as where business is conducted by purchase order, this document shall serve as the Alabama Immigration Law Compliance Contract.

Alabama Immigration Law Compliance Contract Notice Acknowledged and Agreed by Contractor whose name appears below:

Contractor Officer or Owner Signature/Date

Print Name/Title/Company

Please execute and return to the Wallace Community College Selma.

**AFFIDAVIT OF ALABAMA IMMIGRATION LAW COMPLIANCE BY A
SUBCONTRACTOR OR GRANTEE TO ACCS INSTITUTIONS
AND/OR THE ALABAMA COMMUNITY COLLEGE SYSTEM**

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 subcontractor and notarized, as a condition for the award of any contract by an ACCS Institution ("the Institution") or by the Alabama Community College System to a Contractor that employs one or more employees in the State of Alabama and is a recipient of funds from the Alabama Community College System, or funds from any political subdivision of the State of Alabama, or any public-funded entity. As determined by Chancellor of the Alabama Community College System, a notarized Subcontractor Affidavit in this format shall be acceptable by all Contractors to all ACCS Institutions in the State of Alabama and the Alabama Community College System in compliance with the Act. Subcontractors 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 subcontractor to 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 subcontractor), said subcontractor does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, subcontractor affirms that it is providing notice to its subcontractors of their Alabama Immigration Law Compliance obligations.

I further attest that said subcontractor is enrolled in the E-Verify program and attached to this Affidavit is our E-Verify Memorandum of Understanding confirming such program enrollment. Further, as a direct subcontractor, for those current employees for whom the E-Verify system may not be used in accordance with applicable federal rules and regulations, subcontractor has reviewed, or had reviewed, the Form I-9s for each of its current employees and has a good faith belief that it has complied with ALA. CODE § 31-13-9(c) and (d).

I have read this Affidavit and swear and affirm that it is true and correct.

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 the Contractor or Grantee of Wallace Community College Selma.

State of Alabama
Disclosure Statement
(Required by Act 2001-955)

ENTITY COMPLETING FORM

Agreement Number

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 Proposal

☐

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 good or services previously provided, and the amount received for the provision of such goods or services.

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.

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.)

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.)

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 Proposal, 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 Proposal, 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 Proposal, or grant proposal:

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

Signature

Date

Notary's Signature

Date

Date Notary Expires

Act 2001-995 requires the disclosure statement to be completed and filed with all proposals, Proposals, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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 FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
				-						

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 on page 3.

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

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. 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?* on page 2 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).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

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

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, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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 his or her 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 his or her 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 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include 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 Part II instructions on page 3 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 under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 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 no longer are 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, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **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. **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 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** 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.

d. **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. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity 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, "Business name/disregarded entity name." 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, you may enter it on line 2.

Line 3

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

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in 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 in 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 possession, 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 possession
- 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
- 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 Income, 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) written or printed 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 possession, 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.

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 individual taxpayer identification number (ITIN). Enter it in the social security number box. 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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 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 1-800-772-1213. 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/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "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, generally you will 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.

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 items 1, 4, or 5 below indicate 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. 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
5. Sole proprietorship or disregarded entity owned by an individual	The owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ¹
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (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 and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. 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.) Also see *Special rules for partnerships* on page 2.

⁵ Note. Grantor also must provide a Form W-9 to trustee of trust.

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 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 credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system 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 1-877-777-4778 or TTY/TDD 1-800-829-4059.

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 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov 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 possessions for use in administering their laws. The information also may 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, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.