



**Request for Proposals # 26-005  
Student Refund Disbursement Services**

**Issue Date**                      **26 March 2026**

**Proposals Due**                      **12 May 2026**

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# Calendar of Events

Troy University RFP# 26-005 Student Refund Disbursement Services

**26 March 2026**

Issue Request for Proposal

**9 April 2026  
5 PM CST**

RFP Questions due\*

**12 May 2026  
2 PM CST**

Proposals are due by 2 PM (CST) to  
be opened and reviewed in the  
conference room at:

**Troy University  
Purchasing Dept.  
University Park 100  
Troy, AL 36081**

**11 June 2026**

Estimated award selection date

\*If questions are received, a Q&A Addendum will be issued on or before **23 April 2026**

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

## **I. PURPOSE**

Troy University invites qualified vendors to submit proposals for the provision of disbursement of student refunds for Troy University, (hereinafter Troy University or University) for all credits that are created on the student account, without respect to the student's location or mode of attendance. The initial contract resulting from the awarded proposal will be for a term of five (5) years with a renewal option for an additional five (5) years through competitive negotiation.

Troy University views this service as essential for serving all students, disbursing funds due to them in a timely manner, while complying with all cash management guidelines put forth by the U.S. Department of Education. Troy University desires a full-service contract under which the contractor brings experience and expertise in the field to the table to deliver the funds to the students, in a manner of their choosing, as efficiently as possible, while keeping costs minimal.

The University expects that the successful proposer will provide excellent service and remain compliant and abreast of all the regulatory and technological changes in the industry, while assuming the responsibility of serving all existing users of the current refund service as well as those students that will utilize this service in the future.

## **II. Institutional History**

Founded in 1887 as a normal school to teach teachers, Troy University today is a public, internationally recognized institution serving traditional and nontraditional students in class and online and providing a wide variety of academic programs from the associate to the doctoral level.

Troy University employs several hundred employees and services students at its campuses/sites in the United States, overseas and online. Troy University is a worldwide leader in distance education. Approximately 1,500 students live in on-campus housing at the Troy University – Troy campus. Additionally, the University hosts thousands of visitors annually.

Troy University currently contracts with BankMobile to process student refunds. It is the desire of Troy University to partner with an agent who can provide professional services in the most efficient manner possible, whereby increasing the level of service and offerings and reducing costs. Troy University is focused on providing quality service to students and all constituents, and timely Student Refund Disbursements play an important part in the services provided by the University.

## **III. Current Operations**

### **A. Enrollment Data**

Below is the Headcount for each campus for Fall Semesters 2021 - 2025.

Location	Fall 2021	Fall 2022	Fall 2023	Fall 2024	Fall 2025
Troy	6,059	5,864	5,772	5,924	5,804
Nursing	621	620	588	630	668
Phenix City	486	429	355	225	4
Dothan	866	728	679	506	294
Montgomery	503	402	354	258	99
TROY - Online	6,014	5,844	5,925	5,954	6,721
TROY - Support Sites	351	252	219	197	0
TROY - International Sites	607	742	787	843	763
<b>Grand Total</b>	<b>15,507</b>	<b>14,881</b>	<b>14,679</b>	<b>14,537</b>	<b>14,353</b>

## B. Refund Process

The refund process is handled through a contractual relation with BankMobile (First Carolina Bank).

### To process student refunds, the following activities occur:

#### I. Students Set Up Refund Preference

1. New students are informed about the refund process, if they attend orientation
  - If they do not attend orientation, refund processing information is available on Troy University's website
2. New student enrollment files are uploaded into financial institution's website
3. Financial institution receives student information from school
  - Student Name
  - Student ID Number
  - Student DOB
  - Student Address
  - Student Phone Number
  - Student Email Address
  - Students with international addresses will not be sent to financial institution.
4. Financial institution sends student refund selection kit to log-in to website to activate refund preference
  - Refund selections:
    - ACH transfer to student's existing bank account
    - An option to open a bank account with the financial institution

#### II. Troy University Initiates Refund

1. A credit is created on the student account when Title IV and other funds transmitted from Financial Aid exceed charges on the account
2. Student information, along with the refund amount is sent to the financial institution
3. Corresponding amount of funds are wired to the financial institution

### **III. Financial Institution Processes Refund**

1. Financial institution sends students emails and text messages when a refund has been sent to them
  - If a student has not activated their refund preference, the financial institution will email notifications to the student informing them of their refund and how to receive their refund.
- Exceptions/ Restrictions:
  - If a student has a pending refund and has not activated their refund preference, the financial institution will mail a check to the address the school has provided.
  - If a student's information has not been sent, the financial institution will send refund back to school.

### **IV. Reporting & Support**

1. Reporting
  - Financial institution creates details of students that have not activated their refund preference.
  - Financial institution provides University with itemized progress reports on preferences, refund amounts and totals, and usage reports.
2. Support
  - Call center and web support provided to students and school administrators
  - Storefront provided by financial institution where schools can order educational materials such as brochures and other marketing materials.

#### **C. Transition**

The contract with BankMobile expires June 30, 2026. Troy University anticipates providing notice of award to successful contractor as soon as the decision is made to allow time for transition, if applicable. If applicable, Troy University reserves the right to utilize current provider until a successor is fully able and capable of providing full and complete Refund Disbursement services. The intent is to permit an orderly exchange of services.

## **IV. GENERAL RFP INFORMATION AND SERVICE REQUIREMENTS**

### **A. Program Objectives**

Troy University is seeking a qualified Contractor that will exemplify our institution's mission by providing Refund Disbursement Services, with exemplary customer services to all recipients. The Contractor must provide technology, support, training, and all intermediary software/services to manage the disbursement of student refunds.

### **B. Scope of Work**

1. During the term of the Contract between Troy University and the Contractor, the Contractor shall manage refund disbursement for Troy University students in accordance with the requirements, terms, specifications, conditions, and provisions hereinafter contained.
2. The Contractor shall provide Troy University with the services and innovation expected of a high-quality provider in this field.

3. The Contractor shall disburse funds as soon as they are sent to the contractor by Troy University.
4. The Contractor shall provide and maintain all the records and information that are required by the Department of Education, including, but not limited to, contract information, annual account opening data, annual account cost information, and will meet all criteria set forth by the Department of Education.
5. The Contractor shall provide support to all stakeholders.
6. The Contractor shall meet with Troy University periodically to review operations and processes.
7. Maintain an overall high-quality program.

**C. Term**

The Contract shall commence on July 1, 2026, and continue for a period of five (5) years ending June 30, 2031. Either party may cancel the contract with a 90-day written notice. Written notices should be mailed to the issuing agency at the address provided in this RFP.

**D. Award**

Award may be made to the Contractor who is determined by Troy University to best meet the needs and objectives of the University community. Contractors are encouraged to propose new innovations. The University reserves the right to reject any or all proposals if they are in its sole discretion judged unacceptable, to waive any technical or formal defect therein, to accept or reject any part of any proposal, and to award the Contract to other than the Contractor proposing the lowest cost according to its own judgment and in its best interest.

The goal is to provide enhanced services to students at the lowest possible costs for the institution. The contractor selected will provide this service for all Troy University students, without regard to location, which allows the university to maximize efficiency.

The successful Contractor will be notified of the award in writing.

**E. Commitment of the University**

Troy University (TROY) reserves the right to withdraw this RFP at any time and for any reason. Receipt of proposal materials by the University or submission of a proposal to the University confers no rights upon the proposer nor obligates the University in any manner.

A contract, based on this RFP, may or may not be awarded. Any contract resulting in an award from the RFP is invalid until properly approved and executed by the Chancellor or approved designee of Troy University.

**F. Evaluation Criteria**

In awarding the Contract, the **University** will consider several factors in combination in evaluating the proposals submitted. Proposals will be evaluated in accordance with the following criteria:

- a. Contractor's record of performance and service in higher education
- b. Contractor's conformance to the RFP's specifications, requirements, terms, conditions, and provisions
- c. Contractor's ability to process refunds in accordance with Department of Education Title IV Cash Management guidelines without any direct cost to students
- d. Manage all banking information with respect to student refunds and keep up with student refund preferences in a secure environment, external to the University. The university does not, nor does it intend to, collect, manage, and secure student ACH information for refunds
- e. Provide banking facilities to students who request them
- f. Provide a plan for handling paper Check requests, return of checks or ACH, as appropriate
- g. Create, maintain and manage the information required by the Department of Education on a website that assures transparency – contract, annual account openings, and costs information, along with any other requirements put forth by the Department of Education for Title IV Cash Management guidelines
- h. Ability of the Contractor to stay abreast of any regulatory changes in the industry.
- i. Customer relations in existing Contractor operated universities
- j. Review of recommendations with respect to Contractor's operations other similar universities/colleges, schools, and/or businesses
- k. Contractor's credit standing, financial record, stability, and management
- l. Contractor's creativity
- m. Contractor's current clientele (please submit a current list of clients)
- n. Contractor's implementation plan

## **V. RFP SUBMISSION REQUIREMENTS**

In order to achieve the goals of the University, the Contractor shall provide the following:

### **A. Company History / Qualifications / Experience**

- 1.** Contractor's experience and history providing the services sought in the RFP. At the least, the Contractor shall be knowledgeable about the regulations from the Department of Education governing college and university money management

requirements, recent technologies, legislation, new marketing ideas, and changes evolving throughout the refund disbursement industry. How is your organization structured locally and nationally, and how does this structure support your ability to provide the services you are proposing?

**2. Management Structure Description**

An organizational chart showing the structure of the Contractor with a description of the qualifications and credentials. The proposed organizational chart for the Troy University Refund Disbursement operations must be submitted.

**3. Personnel, Policies and Training Policies Description**

Personnel Matters:

- The Contractor shall have control over and be responsible for all personnel and employment matters involving its employees including, but not limited to, work schedules and compensation. All employees shall be employed by the Contractor in its own name at its own expense, and the Contractor shall pay all salaries, wages, and employee benefits payable to or on behalf of its employees. All personnel matters shall be handled in accordance with applicable law and standard procedures established for all of the Contractor's locations.

Staffing:

- The contractor shall always maintain adequate staff to ensure a high-quality service operation on the premises. The Contractor shall identify at least one manager made known to the University.

Employee Conduct:

- The Contractor shall ensure that its employees engage in appropriate conduct while working at the University. All personnel shall be subject to Troy University regulations regarding personal behavior and use of the University facilities and shall be dismissed at the request of the University for violations or for conduct inimical or offensive to the interests of the University.

Policies & Training:

- Description of Contractor's personnel policies and training programs for managers, supervisors, and employees. Describe the detailed instruction plan, the number of hours of instruction, method of presentation and exactly how the contractor personnel will be schooled on the support needs of Troy University.

**4. A certified financial statement of the Contractor's last three (3) fiscal years.**

**5. The Contractor must provide a list of **five (5)** client references where the Contractor has operated refund management services in the higher education industry. References must include name and address of facility, dates of service, and contact person's name (with authority over Refund Disbursement Services), address, telephone number, and email address**

6. The Contractor must provide a letter stating that they will be fully operational by the start-up date of July 1, 2026.

**B. Marketing & Support for Students**

Methods the Contractor will utilize to ensure customer satisfaction with the services provided:

- The Contractor shall provide information about how they will inform the student of their refund options and choices to select their preferences, describing the process by which the student will make their choice for refund disbursement preference.
- The Contractor shall provide information about all technology, including the web, utilized to support the services offered.
- The Contractor will provide information about how they will notify students of refund availability and the student's ability to change their chosen preference method.
- The Contractor will provide information about how students may receive assistance in setting up their refund preferences or get information regarding the refund process.

**C. Funds Disbursement Process**

1. Describe, in detail, the process by which the funds are made available to the student after the credit has been created on the student's account.
2. How will the University notify the contractor of pending refunds?
3. How will the University fund the refund?
4. How will the student know they have a refund available to them?
5. What disbursement preferences will be available to students and how will returns for each option be handled?
6. If bank accounts and debit cards are utilized to process refunds:
  - How are these accounts opened? What features and costs are associated with these accounts? Are all students eligible for accounts?
  - How are the cards issued?
  - How are lost cards and replacement cards handled?
  - Are there any charges for these services?
7. How each process will comply with all regulations set forth under regulations governing
  - Department of Education's Title IV Cash Management regulations
  - FERPA regulations
  - Gramm-Leach-Bliley Act
  - Other governing regulations

**D. Support for Troy University Administrative Staff**

Describe the support available to Troy University to manage the Refund Disbursement Process, addressing at least the following:

1. Personnel / Staff contacts
2. Web Support
3. Phone Support
4. Training Support
5. Troubleshooting

The Contractor must provide professional employees that are pleasant, courteous, patient, and helpful. The employees must possess excellent oral and written communication skills to effectively provide information and assistance. All students/constituents must be treated with courtesy and respect. All Contractor Employees will expend every effort to meet or exceed the expectations of the customer. The employees of the Contractor must be trained to promptly respond to all requests received by phone, email, mail, and in person. The successful Contractor must be willing to change their workflow to adhere to University procedure and policy.

**E. Implementation/Transition Plan**

1. Describe the implementation plan in detail along with a timeline.
2. How will existing accounts be handled?
3. What support will be provided to the Troy University administration to support any transition?

**F. Technology, Fraud and Payment Card Industry Data Security Standard**

1. Contractor is required to be in compliance with the current or successor standard for Payment Card Industry Data Security Standard (PCI DSS). Payment Application Data Security Standard (PA-DSS) for software and any equipment utilized is certified for compliance annually.
2. The Contractor shall provide details about an operational plan to address redundancy during natural disasters.
3. What provisions are in place to address fraud and to protect student and University data?
4. All student data must be protected under the provisions of FERPA (Family Educational Rights and Privacy Act). The successful contractor must demonstrate the security mechanisms in place to protect against data loss or security breaches. Also, evidence of FERPA training and certification of all contractor or employees servicing the TROY account must be provided prior to contract initiation.
5. Provide a Secure Hosting Facility Profile including the physical location of hosting site, number of years in business, number of clients housed in this location, emergency

preparedness/disaster recovery methodology and plan. Briefly describe security measures in place at your hosting location.

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

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

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

**G. Schedule of Costs**

Provide a detailed cost schedule of your proposed services. This information should be straight forward, easy to read, and include all costs associated with this RFP. Any known or anticipated changes to the pricing schedule, should be disclosed within your RFP response submission. If pricing changes are made during the course of this contract, TROY must be notified in writing to the addresses provided below, 60 days in advance of the proposed change.

Troy University  
Purchasing & Asset Management  
100 University Park  
Troy, AL 36082

Troy University  
Student Financial Services  
154 Adams Administration Bldg.  
Troy, AL 36082

**H. Additional Requirements for Preparation and Submission**

Viable respondents to the University's RFP must include and/or acknowledge compliance with the following items in their proposal.

**1. Issuing Office**

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

Troy University  
Purchasing & Asset Management Department  
Attn: Sarah Richards  
100 University Park  
Troy, AL 36082

**(PLEASE INCLUDE 3 COPIES OF YOUR ORIGINAL PROPOSAL: TWO (2) PHYSICAL COPIES & ONE (1) DIGITAL COPY ON USB DRIVE - FOR COMMITTEE REVIEW.)**

- 2. Sample Agreement/Contract** (also see Contract and Award Section below)  
Please provide a sample contract for the services you are providing. Describe financial terms and conditions of an agreement to use your services with attention to commission structure, schedule of payments, and method of accounting for reporting sales and commission.
- 3. Deviations from the Form of Contract**  
The stated requirements appearing elsewhere in the RFP shall become a part of the terms and conditions of any resulting contract. Any deviations, therefore, must be specifically defined by the Contractor in the proposal which, if successful, shall become part of the contract, but such deviations must not conflict with the basic nature of this RFP. The Contractor must address any and all exceptions to the RFP in this section of their submission.
- 4. Examination of RFP Document**  
The bidder is encouraged to carefully examine all related RFP documents to become fully informed of the requirements and preferred features of the services to be provided. The bidder is responsible for collecting all necessary data required for developing its proposal for the described services.  
Interested bidder(s) may contact Sarah Richards in Purchasing & Asset Management at Troy University, in writing via email ([bids@troy.edu](mailto:bids@troy.edu)) or by mail between **March 26, 2026**, and **April 9, 2026**, for any required clarifications. Reference **RFP #26-005** in your request.  
Proposer must submit three **(2) hardcopy original documents and one (1) flash drive that contains the proposal**. The flash drive and original documents will become the property of Troy University. Proposals shall be signed by an authorized representative of the Contractor. All information requested should be submitted. Proposals, which are incomplete or lack key information, may be rejected by the University. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation. **Sealed proposals will be received until 2:00 p.m. Central Time on April 28, 2026 at which time bids will be publicly opened. Proposals received after the date and time specified will not be accepted.**

**Sealed Proposals should be either mailed or delivered to:**

Troy University Purchasing  
Attn: Sarah Richards  
100 University Park  
Troy, AL 36082

**The outside cover should be clearly marked as:**

RFP # 26-005 Student Refund Disbursement Services  
(Name of Company)  
2 PM / April 28, 2026

**\*Proprietary Information:** After the award of the contract, all proposals will be opened for public inspection. Trade secrets, test data and similar proprietary information will remain confidential, provided such material is clearly marked.

**5. Rule for Withdrawal**

Prior to the deadline date specified for receipt of proposals; a proposal may be withdrawn by submitting a written request for its withdrawal to the address listed above.

Unless requested by the University, the University will not accept any addenda, revisions, or alterations to proposals after the proposal due date.

Any submitted proposal shall remain valid for six (6) months after the proposal due date.

**6. Rejection of Non-Responsive Proposals**

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

**7. Oral Commitments**

Potential bidders should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between representatives of potential bidders and any Troy University personnel are not binding on Troy University, unless confirmed in writing by Tonia E. Lawson. Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion, negotiation, and clarification of proposals. Any oral clarification of substance shall be reduced in writing by the proposer when requested by TROY.

**8. Offer of Gratuities**

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

**9. Contractor Presentation/Demonstration**

As a part of the evaluation process, your company may be requested to present their proposal before the University's selection committee. Any information gained during the presentation may be used in the evaluation of your proposal. Failure to honor this request may be grounds for rejection of your proposal, with no further consideration given to your proposal. Troy University is under no obligation or requirement to request proposer presentations.

**10. Restrictions on Communicating with University Staff**

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

- The Purchasing Department

- University Representatives during oral presentations and demonstrations
- Via written questions as provided in #4 above.

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

**11. Compliance with the Law**

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

**12. Equal Opportunity Statement**

The University believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to non-discrimination because of race, creed, color, sex, age, national origin, or religion. To be considered for inclusion as a supplier under this agreement, the bidder must include a statement of the Contractor's commitment to Equal Opportunity Employment.

**13. Authorization**

Signature of authorized officer of the Contractor, with names of each person signing typed or printed below the signature.

**14. ADA Section 508 Compliant**

Each Contractor must certify that the proposal offered is in full compliance with the Americans with Disabilities Act Section 508. Specific data related to the contractor's compliance methodology would be beneficial.

**15. Upgrades and/or Modifications**

If applicable, Contractor will describe how upgrades and or modifications to any equipment / hardware / software will be accomplished and their obligations to provide the latest technological solutions at no cost to the University.

**16. Other**

Other such information as the Contractor deems pertinent for consideration by the University

## **VI. Contract & Award Information Requirements**

**A. General Contract Terms & Conditions**

- 1.** The initial contract shall commence on **July 1, 2026** and continue for a period of **five (5)** years ending on **June 30, 2031**.
- 2.** In the event that the Contractor breaches any of the terms and provisions of the Contract, the **University** reserves the right to accurately and specifically describe the unsatisfactory performance or condition in a written notice by registered or certified mail to the Contractor and expect that this be corrected within a thirty (30) day period from the date the notice is received by the Contractor. If the described performance or condition is not corrected satisfactorily within this time period, a thirty (30) day notice of cancellation of the Contract may be given to the Contractor, by registered or certified mail. Upon providing such written notice, the

**University** may procure the services described herein from other sources, and may hold the Contractor responsible for any and all excess cost or for any and all losses occasioned thereby. In the event the University breaches any of the terms and provisions of the Contract, the Contractor reserves the right to accurately and specifically describe the alleged breach in a written notice by registered or certified mail to the **University** and expect that this breach be corrected within a thirty (30) day period from the date the notice is received by the **University**. If the described breach is not corrected satisfactorily within this time period, a one hundred eighty (180) day notice of cancellation of this Contract may be given by registered or certified mail to the **University**.

3. The University reserves the right to cancel the contract due to excessive student complaints and fees, if the Contractor cannot correct the problem within thirty (30) days.
4. The failure of either the Contractor or the **University** to insist upon strict performance of any of the terms or conditions of this Contract shall not be construed as a waiver or relinquishment for the future of any such term or condition, and shall be and shall remain in full force and effect.
5. Either party to the Contract may make a written request for a review of its provisions and terms at any time and may agree to amend or revise any or all provisions and terms. All such mutually agreed upon adjustments must be in writing, signed by the authorized representatives of both parties, and the Contract amended to include same.
6. Neither party shall assign nor transfer the Contract or any part of same nor enter into any subcontract for services under this Contract without the prior written approval of the other party. All subcontractors must be included in your written response to the RFP. A complete description of the subcontractor and their role in your proposed operation must be included.
7. The Contractor is providing the services described herein as an independent Contractor of the **University**, not as the **University's** agent or representative. The Contractor shall not, in any manner, use the credit or the name of the **University** in connection with its business or affairs except as specifically authorized in the Contract or as approved prior to such use by the **University**. Further, the Contractor shall purchase merchandise and sign contracts in its own name and sole credit and shall promptly make full payment thereon, in accordance with the terms of purchase.
8. The Contractor shall comply with all laws, ordinances, and regulations of any applicable federal, state, county, or city government, bureau, or department applicable to the performance of the services described herein. The **University** agrees to provide all cooperation reasonably necessary for such compliance. In addition, the Contractor shall also comply with all **University** policies and regulations as may currently and/or in the future pertain to service under the Contract. These laws, ordinances, regulations, and policies shall apply to the

Contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.

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

**B. Insurance Requirements & Liability**

1. The Contractor must obtain and maintain, at its own expense, insurance in the following amounts, during the term of this agreement, with carriers that maintain a Best Rating of A or better. The Contractor must disclose the liability they carry in the following areas:

a. Commercial General Liability	\$4,000,000 (combined single limit)
b. Automobile Liability	\$2,000,000 (combined single limit)
c. Umbrella/Excess Liability	\$5,000,000
d. Worker's Compensation	Statutory
e. Employee Crime Liability	\$5,000,000

Contractor must furnish a standard Certificate of Insurance naming Troy University as an additional insured under contractor's liability coverage. The Certificate of Insurance, provided by Contractor, must contain a statement indicating their coverage will be primary and noncontributory. Meaning, the contractor's policy would be primary in the event of a loss and would not seek coverage from the University's policy. Contractor must provide Troy University with a thirty day notice prior to cancellation of any policy referenced in the Certificate of Insurance.

2. The Contractor's employees are to be covered, at the Contractor's expense, for all legally required workmen's compensation, state disability insurance and liability insurance. Samples of Certificate of Insurance should be included in proposal. The successful Contractor is responsible for withholding and remitting all federal, state and local taxes as required by law

**C. Forms & Bond Required**

**PERFORMANCE BOND:**

Alabama Law (Section 41-16-28, Code of Alabama 1975) provides that a bond is a responsible sum for faithful performance of the contract, with adequate surety, shall be required in an amount specified in the advertisement for bids. The performance bond shall be set at no less than 10% of the total contractual amount or at a stated amount of no less than the cost of one month's service, whichever is greater. A performance bond must be in effect prior to the first date of service. Upon award of the bid, the successful bidder will be responsible for providing a Performance Bond, which should be valid until all work associated with this project has been completed. The performance bond

should be presented to the Troy University Purchasing Department before a purchase order is issued. No goods are to be delivered and no work is to begin without an official Troy University purchase order.

**W-9 FORM:**

A Federal W-9 “Request for Taxpayer Identification Number and Certification” Form must be on file for the awarded Contractor. Without this form on file the contractor cannot be set up in TROY’s vendor Database. The most recent version (December 2014) of the form should be submitted.

**VENDOR DISCLOSURE FORMS:**

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

**E-VERIFY DOCUMENTATION:**

Alabama Law (Section 31-13-9 (a) and (b), *Code of Alabama, 1975*) requires anyone receiving state monies to verify that they are in compliance with the Alabama Immigration legislation known as the Beason-Hammon Alabama Taxpayer and Citizen Protection Act 2011-535. State agencies, including Troy University, are required to withhold payment until proper verification has been obtained. Contractors must provide 1) the federal E-verify enrollment form and/or 2) complete the Affidavit of Alabama Immigration Law Compliance. If the contractor does not employ any employee(s) within the State of Alabama, the form must still be completed with the verbiage: “NO ALABAMA EMPLOYEES.”

**D. Other Miscellaneous Contract Terms & Conditions**

**1. Catastrophe**

Neither Contractor nor TROY shall be liable for failure to perform its respective obligations hereunder when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, sabotage, weather and energy related closings, governmental rules or regulations, failure of third parties to perform their obligations with respect to the Services, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes. It is required by the University that the successful bidder speak to their disaster recovery/backup methodology in order for the contractor supplied service center to remain operational in a disaster situation. The University requires that the contractor demonstrate routine exercise of their disaster recovery plan and provide reports to the University of those exercises. Failure to provide adequate disaster

recovery/backup mechanisms in order to mitigate contractor downtime could result in the termination of the contract by TROY should the deficiency not be corrected. Remediation of the disaster recovery/backup facilities would be required in a mutually agreed to time frame by the bidder and University.

**2. Severability**

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

**3. Amendments to Agreement**

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

**4. Entire Agreement**

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

**5. Insolvency**

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

TROY's financial status depends directly upon appropriations from the State of Alabama. Therefore, this agreement, and its continuation, is hereby expressly made contingent upon TROY actually receiving from the State of Alabama an appropriation in sufficient amount so as to allow TROY to meet its financial obligations. Such determination shall be made solely by TROY and such determination shall be final and binding upon both parties. If at any time TROY shall determine that its appropriation is not adequate to allow it to meet its obligations, then in such event TROY shall be allowed to terminate this Agreement, upon 90 days written notice to Contractor, with all other termination and final settlement provisions remaining applicable hereto.

**6. State Auditing Requirements**

Contractor agrees to permit Troy University's or the State of Alabama's auditors, authorized representatives or agents to examine, inspect and have access to the books, records, papers, equipment and facilities, at all reasonable and proper times with respect in order to ensure that each of the provisions of this Contract is being performed in a manner satisfactory to Troy University.

**7. Recordkeeping**

Contractor shall maintain adequate records for at least three (3) years after completion of this contract. Troy University shall have access to such books, records and documents as required for the purpose of inspection or audit during normal working business hours at Troy University's expense upon five (5) days written notice.

**8. Marketing Approval**

The University shall have the right of approval of all signs, posters or other materials used to market the services, either on campus or in communications sent to the University's students (including email).

**9. Security**

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

**VII. Appendix**

## **User & Disbursement Information**

Troy University RFP# 26-005

**Total Active Users (as of 02/17/2026) 39,595**

**Total Disbursements 734,527**

**ACH 344,752**

**Paper Checks 7,527**

**Direct Deposits (one Account) 382,248**

**These figures are from a report provided by the third-party disbursement contractor and are private and confidential.**

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

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

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

## Part I Taxpayer Identification Number (TIN)

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

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

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

## Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

### What's New

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

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

### Purpose of Form

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

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

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

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

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

**By signing the filled-out form**, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

**Payments you receive will be subject to backup withholding if:**

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

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

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

## What Is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

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

### Line 2

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

### Line 3a

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

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

### Line 3b

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

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

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

### Line 4 Exemptions

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

#### Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

**Line 5**

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

**Line 6**

Enter your city, state, and ZIP code.

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

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

## What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

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

## Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

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

## Privacy Act Notice

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

## **Disclosure Statement Information and Instructions**

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

Section 41-16-85, Code of Alabama 1975 requires that a copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts, and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 401 Adams Avenue, Suite 280, Montgomery, Alabama 36104. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

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

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

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

- (1) Family Member of a Public Employee** – The spouse or a dependent of the public employee.
- (2) Family Member of a Public Official** – The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, or a sibling and his or her spouse, of the public official.
- (3) Family Relationship** – A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.
- (4) Person** – An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.
- (5) Public Official and Public Employee** - These terms shall have the same meanings ascribed to them in Sections 36-25-1(26) and 36-25-1(27), Code of Alabama 1975, (see below) except for the purposes of the disclosure requirements of this article, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature. (Note: The definitions for public official and public employee are now denoted as Sections 36-25-1(26) and

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

Section 36-25-1(26), Code of Alabama 1975, defines a **public employee** as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a parttime basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(27), Code of Alabama 1975, defines a **public official** as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-13-40, Code of Alabama 1975.

### **Instructions**

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

**THE DISCLOSURE STATEMENT MUST BE SIGNED AND DATED PRIOR TO SUBMISSION.**



# State of Alabama Disclosure Statement

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

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

- Contract   
 Proposal   
 Request for Proposal   
 Invitation to Bid   
 Grant Proposal

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

- Yes   
 No

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

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
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Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

- Yes   
 No

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

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

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

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

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

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

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

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

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

**AFFIDAVIT OF ALABAMA IMMIGRATION LAW COMPLIANCE**

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

State of Alabama:

County of \_\_\_\_\_:

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

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

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

\_\_\_\_\_  
E-Verify Employment Eligibility Verification User Identification Number

\_\_\_\_\_  
Signature of Affiant

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

\_\_\_\_\_  
Signature and Seal of Notary Public

**To be returned to Troy University**