



REQUEST FOR PROPOSAL # 21-028

Department of Athletics

Athletics - Team Management / Playbook Platform

Issue RFP: Wednesday, May 5, 2021

Proposals Due: Thursday, May 27, 2021 - 2:00 PM CST

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Troy University

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Calendar of Events
Troy University

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| | |
|------------------------|--|
| Wednesday, May 5, 2021 | Issue RFP |
| Thursday, May 13, 2021 | Questions on RFP due, 4:00PM CST |
| Tuesday, May 18, 2021 | Responses to Questions issued by 4:00PM CST |
| Thursday, May 27, 2021 | Mailed Proposals due by 2:00 PM CST in office of: Mrs. Vanessa Maulden, Purchasing and Asset Mgmt. Specialist 100 University Park Troy University Troy, AL 36082 Hand Delivered day of opening due by 2:00 PM CST to: Mrs. Vanessa Maulden, Purchasing and Asset Mgmt. Specialist 200 Davis Field House Troy, AL 36082 |
| Thursday, May 27, 2021 | Reference(s) review begins |
| TBD | Selection of Vendor (if decision is made to award contract) |
| TBD | Contract commencement |

**all dates are subject to change

Evaluation Criteria
 Troy University
 Request for Proposal # 21-028
 Athletics – Team Management / Playbook Platform

Proposals will be evaluated in accordance with the following criteria:

1. Points can be assigned as follows:

- | | |
|-----------------|----|
| 1. Excellent | 30 |
| 2. Good | 20 |
| 3. Fair | 10 |
| 4. Poor | 5 |
| 5. Unacceptable | 0 |

2. Each Category weighted by importance and compared to similar size institutions where applicable:

| | <u>Weight Factor</u> |
|--|----------------------|
| 1. Ability to meet specifications outlined herein | 40 |
| 2. Reporting Features (Standard reports, cost for custom reports & ease of use) | 20 |
| 3. Ease of implementation plan (HECVAT in place) | 15 |
| 4. Proposed charge | 10 |
| 5. Dedicated technical support resources/helpdesk | 10 |
| 6. Training | 5 |
| | 100 |

- EXAMPLE:
- | | |
|----------------------------------|--|
| 1. Ease of implementation | |
| Good Rating 20 x 15 = 300 points | |
| 2. Training | |
| Poor Rating 5 x 5 = 25 points | |

Evaluation Criteria Worksheet

| | Weighting Factor | Points Assigned | Total |
|--|------------------|-----------------|-------|
| Ability to meet specifications outlined herein | 40 | | |
| Reporting Features | 20 | | |
| Ease of implementation plan (HECVAT in place) | 15 | | |
| Proposed charge | 10 | | |
| Dedicated technical support resources/helpdesk | 10 | | |
| Training | 5 | | |

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Introduction & Bidder Instructions

1. Purpose

The purpose of this RFP is to establish a contract for an Athletic Communication Platform for Troy University’s Athletic Department. The system requirements are contained in the Scope of Services and Specifications of the RFP.

2. Commitment of the University

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

A contract, based on this RFP, may or may not be awarded. Any contract resulting in an award from the RFP is invalid until properly approved and executed by the Chancellor or approved designee, Troy University. Any agreements shall be construed and interpreted according to the laws of the State of Alabama.

3. Issuing Office

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

Mailed:

Mrs. Vanessa Maulden
Purchasing and Asset Mgmt. Specialist
100 University Park
Troy University
Troy, AL 36082

Hand Delivered Day of Opening:

Mrs. Vanessa Maulden
Purchasing and Asset Mgmt. Specialist
200 Davis Field House
Troy University
Troy, AL 36082

Please note, emailed proposals will not be accepted and may eliminate your company from the bid process.

4. Form of Contract

The successful bidder shall submit a proposed agreement, the scope and terms of the contract shall consist of the RFP, any amendments thereto, and the contractor’s proposal in response to the RFP. In the event that an issue is addressed in one document that is not addressed in the other documents, no conflict in language shall be deemed to occur. However, the University reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.

No modifications or changes in any provision in the contract shall be made, or construed to have been made, unless such modification is mutually agreed to, in writing, by the Contractor and the University and incorporated as a written amendment to the contract. Memoranda of understanding and correspondence shall not be construed as amendments to the contract.

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

5. Deviations from the Form of Contract

The stated requirements appearing elsewhere in the RFP shall become a part of the terms and conditions of any resulting contract. Any deviations, therefore, must be specifically defined by the Contractor in the proposal which, if successful, shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

6. Execution of Contract

The Contractor to whom the contract is awarded shall, within ten (10) days after prescribed documents are presented for signature, execute and deliver to TROY the contract in substantial form, and include those items added or deleted during negotiations. The Contractor shall also provide satisfactory evidence of all required insurance coverage, bonds, and proof satisfactory to TROY, of the authority of the person executing the contract on behalf of the Contractor.

The above documents must be furnished, executed, and delivered before the contract will be executed by TROY. The contract will not be binding upon TROY until it has been executed by TROY and a copy of such fully executed contract is deliverable to the Contractor.

The contract shall be for a term of one year with successive one-year renewal options not to exceed a total of five (5) years.

7. Additional Contract Requirements

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.

VENDOR DISCLOSURE FORMS:

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

ALABAMA IMMIGRATION LAW COMPLIANCE:

Alabama Law (Section 31-13-9 (a) and (b), Code of Alabama, 1975) - The State of Alabama passed new legislation effective January 1, 2012 known as the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535. This legislation requires anyone receiving state monies to verify that they are in compliance with the new immigration law. State Agencies, including Troy University are required to withhold payment until proper verification has been obtained. Please complete the enclosed Alabama Affidavit and/or enclose a copy of the approved federal E-Verify registration. For vendors with no Alabama employees, please indicate your federal E-Verify # and indicate "NO ALABAMA EMPLOYEES."

8. Preparation 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 system 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 Mrs. Shelley Jordan in the Athletics Business Office prior to noon on Thursday, May 13, 2021.

Phone: (334) 670-5980

Email: sejordan@troy.edu

copy bids@troy.edu on correspondence

Bidder must submit two (2) hard copies of the proposal, as well as digital copy on a flash drive.

Sealed proposals will be received until 2:00 PM CST on May 27, 2021 at which time bids will be publicly opened. Proposals received after the time and date specified above will be maintained in the Purchasing Department.

Sealed Proposals should be mailed or hand delivered before the bid opening at 2:00 PM CST to:

Mailed:

Mrs. Vanessa Maulden
Purchasing and Asset Mgmt. Specialist
100 University Park
Troy University
Troy, AL 36082

Hand Delivered on Day of Opening:

Mrs. Vanessa Maulden
Purchasing and Asset Mgmt. Specialist
200 Davis Field House
Troy University
Troy, AL 36082

The outside cover should be clearly marked as:

Request for Proposal # 21-028
Athletics – Team Management / Playbook Platform
Name of Company
2:00 PM / Thursday, May 27, 2021

9. Proposal Addenda and Rule for Withdrawal

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

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

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

10. Addenda – Changes While Proposing

No interpretation of the meaning of the contract documents as defined in the scope of services, nor correction of any apparent ambiguity, inconsistency, or error therein will be made to bidders orally. Every request for such interpretation or correction shall be addressed in writing to:

Troy University
Mrs. Vanessa Maulden, Purchasing and Asset Mgmt. Specialist
bids@troy.edu
100 University Park
Troy, AL 36082
Attention: RFP# 21-028 Athletics - Team Management / Playbook Platform

Any such requests for interpretation or correction must be received by 4:00 pm CST on May 13, 2021. All such interpretations and supplemental instructions will be transmitted by mail, email or fax to all bidders as soon as feasible.

11. 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.

12. Oral Commitments

Potential bidders should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between representatives of potential bidders and any Troy University personnel are not binding on Troy University, unless confirmed in writing by Mrs. Vanessa Maulden, bids@troy.edu.

Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion, negotiation, and clarification of proposals. Any oral clarifications of substance shall be reduced in writing by the proposer when requested by TROY.

13. 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.

14. Vendor Presentation/Demonstration

Bidders who submit a proposal in response to this RFP may be asked to make a presentation/demonstration of their proposal based on selection by Troy University. Only those vendors selected by Troy University will be required to present. These presentations and demonstrations must show the University the “live” system functioning on a computer-based system. It cannot consist of a demonstration not actually running on a computer system. For example, a simple PowerPoint presentation will not be sufficient. The demonstration must actually exercise the system in real-time via connection to a vendor supplied hosted software solution. Troy MAY or MAY NOT ask you to present, we will notify you.

15. Restrictions on Communicating with University Staff

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

1. Ms. Shelley Jordan, or Mr. Mr. Santiago Pinzon, Troy University Athletic Representatives
2. The Purchasing Department
3. University Representatives during oral presentations and demonstrations (if preformed)
4. Via written questions as provided in # 10

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

16. RFP Addenda

Addenda to this RFP may be necessary prior to the closing date and will be furnished by mail to all prospective bidders. Failure to acknowledge receipt of addenda in accordance with instructions contained in the addendum may result in the proposal not being considered.

17. Compliance with the Law

Contractor shall comply with all applicable laws, ordinances, rules and regulations relating to the Services provided under this Agreement. NCAA Regulations, FERPA, and any other student athlete related law must be adhered to as well as any security measures outlined by Troy University's Information Technology Department.

18. Insolvency

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

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

19. Protection of Data, Trade Secrets, and Propriety Information

During the term of this Agreement, Contractor and University may have access to certain proprietary materials of each other. In the case of Contractor, proprietary information shall include management guidelines and procedures, faculty data, student data, staff data, operating manuals, software programs and similar compilations regularly used in Contractor's business operations ("Trade Secrets"). Neither University nor Contractor shall disclose any of the other party's Trade Secrets or other proprietary information, directly or indirectly, during or after the term of this Agreement. The parties shall not photocopy or otherwise duplicate any such material without the prior written consent of the originator. All Trade Secrets and other proprietary information shall remain the exclusive property of its originator and shall be returned thereto immediately upon termination of this Agreement. In the event of any breach of this provision, the offended party shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive termination of this Agreement.

All student data must be protected under the provisions of FERPA (Family Educational Rights and Privacy Act). The successful vendor must demonstrate the security mechanisms in place to protect against data loss or security breaches.

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

20. Assignment

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

21. Catastrophe

Neither Contractor nor TROY shall be liable for failure to perform its respective obligations hereunder when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, sabotage, weather and energy related closings, governmental rules or regulations, failure of third parties to perform their obligations with respect to the Services, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes.

It is required by the University that the successful bidder speak to their disaster recovery/backup methodology should the University choose to house their data in the vendor's data center(s). The University requires that the vendor demonstrate routine exercise of their disaster recovery plan and provide reports to the University of those exercises. Should TROY decide to have the bidder host their system at the bidder's facilities, failure to provide adequate disaster recovery/backup 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.

22. Severability

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

23. Amendments to Agreement

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

24. Entire Agreement

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

Scope of Services

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Athletics – Team Management / Playbook Platform

Part One - Football

- Cloud based software (With offline availability)
- Manages (All in one system):
 - o Playbooks
 - o Terminology
 - o Video
 - o Scouting Reports (Creating & Building)
 - o Statistical Analytics
 - o Quizzing
 - o Diagramming Plays
- Handle all staff's entire workflow in one place
- Player Application (Accessible on iOS & Android stores)
 - o Learning Management system
 - o Preparation for practices and Games
 - o Tracks player engagement
 - o Displays Diagrams, Notes, Video to players in single location
 - o Virtual Playbook
 - o Video Teaching
 - o Communication from player to coach
- Accessible by:
 - o Phone, iPad/Tablet, & Computer
- Workflow management/Collaboration:
 - o Coaches can work on same content at same time and see updates in real time
 - Scouting Reports, Playbook, Scout Cards, Game Plans, Installs
 - o Individualized content sent to different groups of players
- Generates Quizzes for personnel Scouting Reports and grades said quizzes
- Imports and Direct access to XOS
- Imports and Direct Data access to PFF (Pro Football Focus)
- Direct POC for support (no call center)

Part Two - Basketball

Multiple user license

Scouting Reports

Compatible with Synergy - combines video clips

Create and save playbooks

Stats analysis breakdown and comparison charts

Supplemental Info:

This RFP solicitation will award for Football only. Basketball is currently under contract until 05/31/2022.

** The awarded vendor should remain flexible to adding other sports to this agreement as needed and agree to fair pricing for any add-ons. We'd prefer for all sports that may be added to expire on the same date as the Football contract, so that they can all be combine onto one RFP for any future bid solicitations.

Proposal Format

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Athletics – Team Management / Playbook Platform

Proposals shall be submitted in the format contained in the Request for Proposal. This material must be in sequence and related to the Request for Proposal. The University will make no reimbursement for the cost of developing or presenting proposals in response to this Request. Only information specifically related to this type of project will be evaluated. Proposals must present the following information.

Section A: Company Profile: A brief narrative describing the company’s history, corporate resources, management team, company philosophy, approach to providing services, qualifications, higher education experience, total number of years in business, relevant experience and benefit TROY will receive through contracting with the firm. What percent of revenue did your company expend for research and development on your proposed products during the last three fiscal years? What is budgeted for the current and next fiscal year? Your total number of employees. Provide information on who the main contact will be for TROY and how we can contact them.

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

Section B: Secure Hosting Facility Profile: 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>

Section C: Implementation Plan: Describe the process used to implement the contracted services, including any customization or transition period that will be required. Provide a listing of events and timeframes for accomplishing the implementation. A phased in approach will

be considered. Implementation and on-going support of software must be solely provided by awarded vendor. Troy University's IT Department will provide no assistance with integration or data exchange with any existing on-campus software.

Section D: Pricing Proposal: Please provide a pricing schedule for your software. The Universities intent is to evaluate the various pricing schedules and choose the vendor(s) that can best meet the needs of the Athletic Department, this may result in multiple contracts with different vendors or with one vendor, whichever is deemed in the best interest of Troy University.

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

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

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

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

Section I: Acknowledgement of Amendment or Addendum to RFP: Receipt by a bidder of an amendment or addendum to the RFP must be acknowledged by inserting a copy in the bidders' proposal.

Section J: Further Information: All proposals received in response to this RFP will be evaluated and ranked in accordance with the evaluation criteria stated in Section 2. Bidders are cautioned that the University will not accept after the closing date for receipt of proposal, data that is essential for a complete and thorough evaluation of the proposal. The University expects to award a contract based on the initial offer, therefore all proposals should be submitted on the most favorable and complete price, and technical terms that the bidders can submit to the University.

Section K: Propriety Information: After the award of the contract, all proposals will be opened for public inspection. Trade secrets, test data and similar proprietary information will remain confidential, provided such material is **clearly marked**. However, net cost information will not be considered confidential.

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