



Request for Proposal #24-009

Marketing and Enrollment Services

CALENDAR OF EVENTS

Issue date		April 10, 2024
Deadline for requests for RFP Interpretation	5:00 pm CDT	April 30, 2024
Phase I Technical Proposals and Price Proposals Due	2:00 pm CDT	May 7, 2024
Notification of shortlisted agencies/firms selected for Phase II Oral Presentations and Price Discussion (if necessary)	5:00 pm CDT	May 17, 2024
Phase II Oral Presentations and Price Discussion by selected agencies/firms (if necessary)	TBD	May 22-24, 2024
Anticipated Selection of Proposer(s)		June 6, 2024
Transitions (as needed)		June 6-July 5, 2024

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INTRODUCTION

Troy University (TROY or the University) is soliciting proposals for marketing, advertising, creative, enrollment marketing and lead generation, public relations, and related services. These specialties may also include but are not limited to, account management/planning, research, strategy, design, media planning and buying, production, communication services and website/digital development.

The selected proposer(s) will work with the Office of Marketing and Communication and the Office of Enrollment Management to achieve the University's goals for growth and enhancing the brand. The proposer(s) must have a successful record of assisting institutions of higher education to achieve their goals through innovative, leading-edge marketing and/or enrollment marketing activities. TROY is looking for strategic partner(s)—sophisticated, highly integrated and engaged firm(s) with strong subject matter expertise, experience in the promotion of higher education, creative and media capabilities, and a proven, results-oriented background in branding as well as acquisition/lead-generation marketing both online and off.

TROY anticipates awarding to multiple marketing and advertising agencies, although if one firm brings best-in-class capabilities in all areas and communicates its interest in being a full-service agency, that will be considered. TROY sees the areas of service to fall into multiple categories that address a range of target audiences. In addition, TROY will continue to utilize internal resources when deemed to be in the best interest of the University.

THE TROY UNIVERSITY STORY

Educate the mind to think, the heart to feel, the body to act. - TROY Motto 1887

Founded in 1887 in Troy, Alabama as a normal school for teachers, today Troy University reaches students around the world through more than 200 quality degree options offered in face-to-face, online and blended formats. TROY is a student-focused, public institution serving nearly 15,000 traditional, nontraditional, international and military students with more than 175,000 alumni worldwide.

BRAND ATTRIBUTES

Troy University's brand attributes are:

- International (global) – “Alabama’s International University”
 - Accessible
 - Large, far-reaching
 - Multicultural
- Friendly, with a “culture of caring”
 - Warm & Inviting
 - Individual attention / students are known by name
- Proven – “Value”
 - 137 years of traditions and excellence – Consistently ranked among the “Best” in the Nation
 - 175,000+ alumni worldwide – “Trojan Warriors One & All”
 - Accredited by the Commission on Colleges of the Southern Association of Colleges and Schools
 - Quality academics – Sorrell College of Business achieved dual AACSB accreditation this year.

- Winning Division I athletic programs – “One TROY”
- 70+ years of service to military-affiliated students – TROYCOM and TROY for Troops
- Pioneer in online learning – “Alabama’s Online Leader”
- Preparing students for the World of Work and more
- Responsive to markets, communities and individuals
 - Lifelong
 - Supporting resources
 - Affordable
- Value-centered – “The Trojan Way”
 - Community / Service-oriented
 - Respected
- Forward-thinking – “TROY for Life”
 - Creative
 - Innovative
 - Entrepreneurial
 - Agile

FOCUS AREAS AND AUDIENCES

TROY focuses marketing resources on several primary strategic areas, communicating to a range of audiences.

- Enrollment, branding and awareness
 - Traditional Troy Campus prospects and current Troy Campus students
 - High school students
 - Transfers from two-year schools and other institutions
 - High school dual-enrollment (Accelerate) students
 - Parents
 - Nontraditional prospects and current in-class or online adult students
 - Online and Blended (online and in class)
 - Adult prospects with some higher education experience transferring credits
 - Adult prospects with no previous higher education credits
 - Adult prospects who have completed their undergraduate education and now wish to pursue a master’s or doctoral degree
 - Community and corporate partner members
 - Alumni wishing to return to college to complete or advance their education
 - International prospects
 - Priority languages for translation include Mandarin, Vietnamese and Spanish
 - Top areas of focus include China, Asia and Latin America
 - Student prospect categories:
 - Prospects wishing to study in the United States as full-time undergraduate or graduate students
 - Prospects wishing to study English as a Second Language (ESL)
 - Prospects wishing to study abroad with a partner institution
 - Parents making financial / travel decisions

- Military / veterans / military family prospects
 - All military branches
 - Active duty and retired
 - Spouses and dependents
 - Army and Air Force ROTC candidates
- Advancement, Giving & Economic Development
 - Current and retired faculty and staff
 - Current students, alumni and friends
 - Corporate and community partners
 - Athletic fans, friends and partners (trojtrojans.com)
 - Grantors and charitable organizations
 - Legislative and government affairs
 - State, federal and local officials, boards and regulatory bodies
 - Peer Institutions and other voting/ranking entities
 - News media and other owned and earned media opportunities (troy.today)
 - Tourist, related bureaus and hospitality partners

LOCATIONS

A list of Alabama campuses, support center locations and international sites is attached (see Appendix A).

AFFILIATES

TROY-affiliated organizations, including but not limited to:

- Troy University Foundation
- Troy University Rosa Parks Museum and Library
- Troy University Janice Hawkins Cultural Arts Park and International Arts Center
- Troy University IDEA Bank
- Troy University Coleman Center for Early Learning and Family Enrichment
- TROY Alumni Association (including all local chapters)
- TROY Student Organizations (including all chapters and affiliates)
- TROY Athletics
- Externally funded grants and contracts of TROY
- The Johnson Center for Political Economy

GOAL

The University's primary goal associated with this RFP is to increase enrollment at all locations and in all programs and delivery methods.

SCOPE OF SERVICES

Troy University is seeking proposals for services in the categories listed below. Each proposer must specify the categories of services for which it is submitting a proposal and respond accordingly as specified in this document.

Use the Technical Proposal Form (Appendix B) for additional category details and to select all categories that apply to the services offered in your RFP response.

CATEGORIES

1. Brand refresh, research, strategy and positioning; Creative design and campaign development
2. Media planning, negotiation and buying
3. Production services for broadcast, video, photo and related needs
4. Traditional broadcast, print and outdoor marketing, including planning and metrics
5. Online/digital marketing support, including planning and metrics (for overall Troy awareness needs)
6. Online/digital and other enrollment marketing support (for traditional undergraduate freshmen enrollment needs)
7. Online/digital and other enrollment marketing support (for traditional undergraduate transfer enrollment needs)
8. Online/digital and other enrollment marketing support (for nontraditional, adult, and Troy Online enrollment needs)
9. Online/digital and other enrollment marketing support (for graduate enrollment needs)
10. Customer relationship management (CRM) optimization and ongoing support
11. List buying and/or list procurement strategy and execution (if not included in Categories 5-9)
12. Stealth website visitor capture/retargeting and list retargeting (if not included in Categories 5-9)
13. University relations, including crisis management planning and metrics

TROY reserves the right to award to one proposer or multiple proposers, make a partial award, or no award as deemed in its best interest. Other services may be requested as needed under the resulting contract(s).

MEDIA PLAN OVERVIEW

Troy University operates under a centralized marketing and advertising model with one media plan for enrollment that supports four primary locations in Alabama, additional Support Center locations in the U.S., various international sites, plus TROY Online. The plan is comprehensive in supporting Troy University's message at the international, national, and local levels across various target audiences through both direct response and traditional awareness-based platforms.

Troy University's primary goal for paid media placement is to drive enrollment.

Marketing Expenditures: We expect proposers to suggest an appropriate budget for services for an institution of TROY's size and scope. Additional pricing discussions may occur through the RFP process for shortlisted proposers.

PHASES OF THE RFP

Phase I: In Phase I, all proposers will provide a Technical Proposal demonstrating the categories of offered services and a Price Proposal to cover offerings. See Appendix B for the Technical Proposal Transmittal Form and Appendix C for the sample Price Proposal.

Phase II: In Phase II, selected proposers may be asked to provide an Oral Presentation and Price Discussion. Additional details will be provided to those selected to participate including the topics, time periods, and requested personnel.

Contract Award: The successful proposer(s) shall submit a proposed agreement(s), the scope and terms of the contract shall consist of the RFP, any amendments thereto, and the vendor's proposal in response to the RFP

RFP REQUIREMENTS

Proposers submitting a response to this RFP must be aware and willing to perform all requirements listed in the following sections: General, Phase I, Phase II and RFP Award Requirements, as well as any subsequent requirement additions and/or edits made through official RFP addenda(s).

GENERAL REQUIREMENTS

1. **Purpose.**

The purpose of this RFP is to establish a contract (or contracts) for marketing and enrollment services for Troy University. The categories of service requirements are contained in the "Scope of Services" and "Phase I: Proposal" sections.

2. **Professional Expectations**

Proposers interested in presenting proposals must demonstrate substantial experience and expertise in the development and implementation of services. If there are any conflicts of interest, including performance of work for a competitor of Troy University, or if there are any potential barriers to completing the projects under this solicitation, the firm must disclose these issues in the response to this RFP.

In addition, all proposers must agree to the following terms and be willing to provide the following services upon successful completion of RFP and subsequent contract award:

- a) The proposer(s) will participate in developing TROY's marketing and enrollment plans, be part of the team, and always act to help TROY achieve its strategic goals and objectives.
- b) The proposer(s) will assist TROY in analysis, research and planning for all projects and activities undertaken within the scope of the contract.
- c) Proposer(s) will provide competent and experienced staff for the TROY account, as needed, to develop and maintain a positive, productive relationship and to meet all agreed-upon project timelines.
- d) If requested, proposer personnel shall be available to attend planning meetings, budget reconciliation meetings, and other meetings reasonably requested during the contract's term in a timely manner.
- e) To facilitate the transition, the proposer(s) shall, at no cost to TROY, attend start-up meetings with appropriate TROY representatives. These meetings will address TROY's expectations and the transition

of current and proposed projects. The proposer should also be able to participate in video-conferencing with the TROY representatives throughout the contract term.

- f) Proposer(s) will work with TROY to identify strategic issues that may arise in the specific area for which it is proposing, perform relevant work to study the issues, and recommend actions in response to findings. Proposers will work closely at all times with the Marketing and Communication team, the Enrollment Management team, and other relevant TROY team members, which may include various personnel as appropriate.
- g) All marketing research and associated results will be the property of TROY and cannot be shared without the express prior written consent of a TROY official.
- h) All findings will remain confidential unless specific written approval of a TROY official is provided.
- i) All imagery, designs, and audio-visual representations produced while under contract will become the property of TROY.
- j) All ideas, innovations and patents created under contract will become property of TROY.
- k) All copy (taglines, slogans, or themes), design, photography, videography, audio-visuals, artwork, graphic and musical jingles exclusively prepared for TROY will become the sole property of TROY.
- l) Original, native layered art files produced under contract are the sole property of TROY and should be made available upon request. TROY reserves the right to edit/adapt originals as needed.
- m) The proposer(s) must be able to secure any stock photographs or illustrations needed to execute concepts. However, authentic, truly TROY images remain the priority for all work.
- n) The proposer (s) must accept TROY's logo, style guide, and any TROY-provided theme line and work to develop the idea to completion. See Appendix D for sample logos.
- o) Any and all technology updates over the life of the contract, including any renewal options, are considered a requirement of the same contract and are expected to be included at no additional cost to the University.
- p) Proposer(s) will provide concept development and production of communications as assigned. The proposer(s) may be requested to acquire various production and creative materials and related services with third parties on behalf of TROY. With written, advanced approval of a cost estimate, these acquisitions may be reimbursed to the proposer. A markup or commission may or may not be allowed, depending on the circumstances. However, costs must be pre-approved before production begins.
- q) TROY is a nonprofit educational institution and is eligible for discount pricing and tax exemption. Awarded proposer(s) must also directly pay all media and production invoices and submit these expenses monthly to TROY for reimbursement. TROY will provide its awarded proposer(s) with a copy of its sales tax exemption certificate.
- r) In addition to the requirements set forth above, TROY is also interested in other marketing services proposers can provide, particularly innovative ideas to control costs and increase efficiency.

3. 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 or contracts, 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 on behalf of Troy University. Any agreements shall be construed and interpreted according to the laws of the State of Alabama.

4. Issuing Office.

This RFP is being issued by and sealed proposals (4 hardcopies + one flash drive) are to be submitted to:

Troy University
April Johnson, Director of Procurement and Asset Management
100 University Park
Troy, AL 36082
Attention: Marketing and Enrollment Services RFP 24-009

5. Offer of Gratuities

By submitting a proposal, the proposer certifies that no official or employee of the University has or will benefit financially or materially from this contract. The University may terminate the Contract 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 Proposer, his agent, or employees.

6. Restrictions on Communicating with University Staff

From the issue date of the RFP, until a proposer(s) is(are) selected and selection(s) is(are) announced, proposers are not allowed to communicate with any University staff except:

1. Ms. Leslie Scrushy, lscrushy@troy.edu
2. Dr. Blake Bedsole, cbbedsole@troy.edu
3. The Purchasing and Asset Management department bids@troy.edu
4. University Representatives during oral presentations and demonstrations

The University shall reserve the right to reject a proposal for violation of this provision. Current partners with the University will continue to communicate with assigned teams for the purposes of completing ongoing work. That excludes discussions regarding this RFP and any proposals they intend to submit.

7. Oral Commitments

Proposers should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between representatives of potential proposers and any Troy University personnel are not binding on Troy University unless confirmed in writing by Ms. April Johnson or her designee.

Proposers shall be accorded fair and equal treatment concerning 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.

8. RFP Interpretations

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 proposers orally. Every request for such interpretation or correction shall be addressed in writing to:

Troy University
bids@troy.edu **AND** lscrushy@troy.edu

Any such requests for interpretation or correction must be received by the deadline shown in the Calendar of Events (page 1) in order to be given consideration. All such interpretations and supplemental instructions will be transmitted by mail or email to all proposers no later than five (5) working days prior to the last day for submitting proposals.

For marketing or enrollment clarifications, submitted questions will be forwarded via email to Ms. Leslie Scrushy, Associate Vice Chancellor for Marketing and Communication, at lscrushy@troy.edu for response, which will also be provided in writing according to the same timeframe as above, and copied via email to Mrs. April Johnson in Purchasing and Asset Management, at bids@troy.edu.

9. RFP Addenda

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

10. Confidentiality and Proprietary Information

During this RFP, proposer and the University may have access to certain confidential and proprietary materials of each other. Neither the University nor proposer shall disclose any of the other party's confidential or proprietary information, directly or indirectly, during or after the term of this RFP. The parties shall not photocopy or otherwise duplicate any such material without the prior written consent of the originator. All confidential and other proprietary information shall remain the exclusive property of its originator and shall be returned thereto immediately upon request. 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 the completion of this RFP. Awarded proposer(s) may be required to sign a non-disclosure agreement.

REQUIREMENTS FOR PHASE I

1. Technical Proposal and Price Proposal

All proposers responding to this RFP are required to submit a Technical Proposal and a Price Proposal to be considered. See Appendix B for the Technical Proposal Form and Appendix C for the sample Price Proposal.

2. Examination of RFP Document

The proposer is encouraged to carefully examine all related RFP documents to become fully informed. The proposer is responsible for collecting all necessary data required for developing its proposal for the described services.

3. Submissions

Proposer must submit four hardcopy original documents and a flash drive that contains the proposal. The flash drive and original documents will become the property of TROY.

Sealed proposals will be received until the date shown on the calendar of events at which time bids will be opened publicly. Proposals received after the date and time specified will not be accepted.

Sealed Proposals should be either mailed or hand delivered to:

**Troy University
April Johnson
Director of Procurement and Asset Management
100 University Park
Troy, AL 36082**

The outside cover should be clearly marked as:

Proposal for Marketing and Enrollment Services

RFP #24-009

Name of Company

May 7, 2024 2:00PM CST

4. Proposal Addenda and Rule for Withdrawal

Prior to the deadline date specified for receipt of Phase I, 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 Phase I due date.

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

5. 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 non-responsive proposals.

REQUIREMENTS FOR PHASE II

1. Oral Presentation/Demonstration and Price Discussion

Selected proposers may be required to make a presentation/demonstration of their proposal as well as offer clarification of their price proposal. Only those proposers selected by Troy University may be invited to present.

2. Bid Bond

Troy University Purchasing Policy provides that all proposers are required to furnish a bid bond on any contracts for services exceeding \$50,000. A bid bond is designed to secure a particular bid until it is either rejected or accepted and a contract is made and secured or goods are received.

Those agencies/firms selected to participate in the Phase II Oral Presentations and Price Discussions are required to submit no less than a \$5,000 bid bond, preferably in the form of a surety.

Bid bonds must be received prior to your scheduled presentation time as set in your invitation letter.

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

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

REQUIREMENTS FOR RFP AWARDS

1. Execution of Contract

The proposer(s) to whom the contract(s) is(are) 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 proposer 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 proposer.

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 proposer. The contract shall be for a term of one year with an option for annual renewal for a period not to exceed a cumulative total of five years, at the sole discretion of TROY.

2. Form of Contract

The successful proposer(s) shall submit a proposed agreement(s), the scope and terms of the contract shall consist of the RFP, any amendments thereto, and the vendor'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 have occurred. However, the University reserves the right to clarify any contractual relationship in writing with the concurrence of the proposer, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the 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 proposer 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.

The contract shall be construed according to the laws of the State of Alabama. Any legal proceedings against the University regarding this RFP, or any resultant contract, shall be brought in the State of Alabama, administrative or judicial.

3. Deviations from the Form of Contract

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 proposer 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.

4. Performance Bond

A performance bond will be required from the successful bidder(s) and 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 proposer(s) 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.

5. Disclosure Forms

State of Alabama Act 2001-955 requires that the Proposer 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 proposer 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 proposer disclosure statement is required for each purchase in excess of \$5,000.00 regardless of prior purchases. A current proposer disclosure statement must be on file before invoices can be processed for payment.

6. Compliance with the Law

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

Alabama Immigration law (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 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.

7. 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 proposer, with all other termination and final settlement provisions remaining applicable hereto.

8. Insurance

Awarded firms are to provide a copy of Certificate of Insurance verifying firm's coverage for Commercial General Liability, Workmen's Compensation, and Automobile Liability and Professional Liability Insurance.

9. Confidentiality and Proprietary Information

During the term of this agreement and subsequent contracts, proposer and the University may have access to certain confidential and proprietary materials of each other. Neither the University nor proposer shall disclose any of the other party's confidential or 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 confidential 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. Awarded proposer(s) may be required to sign a non-disclosure agreement.

As a reminder, certain student data must be protected under the provisions of FERPA (Family Educational Rights and Privacy Act) and the Gramm-Leach-Bliley Act. The selected firm or firms must have administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the University's confidential information.

10. Assignment

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

11. Catastrophe

Neither proposer 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.

12. 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.

13. 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.

14. 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.

PHASE I: TECHNICAL PROPOSAL AND PRICE PROPOSAL INSTRUCTIONS

All proposers responding to this RFP will be required to submit a Technical Proposal and a Price Proposal by the due date shown in the Calendar of Events. See Appendix B for the Technical Proposal Form and Appendix C for the sample Price Proposal.

TECHNICAL PROPOSAL INSTRUCTIONS (SEE APPENDIX B)

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 in the sequence shown.

Cover Sheet: Technical Proposal Form (Appendix B)

Section A: Agency / Firm Philosophy, Culture, and Approach

TROY is seeking partners who will contribute both strategically and tactically to the TROY marketing and enrollment efforts. Teamwork, collaboration, and a “can-do” attitude will be important to TROY. TROY seeks to engage a set of partners who will be part of accelerating our growth and creating brand experience. TROY seeks to be at the forefront of transforming higher education and is seeking partners who enthusiastically share the vision and will demonstrate it in high-quality work on a daily basis.

In Section A, provide a narrative that addresses how your firm plans to partner strategically and tactically with TROY; describe your firm’s philosophy and culture; and describe how your firm aligns its philosophy and culture with a client’s philosophy, culture, vision and strategies.

The narrative should explain how the firm intends to provide the required services throughout the term of the contract. The firm should close with a summary of any problems which might be expected and proposed solutions to those anticipated problems.

The firm should demonstrate that it understands both the magnitude and the importance of the requirements by detailing the proposed products and/or services being offered to the University.

Section B: Agency / Firm Profile and Experience

a. Agency Details: Provide the following:

1. Description of your firm’s relevant qualifications to perform the requested and offered services.
2. Agency overview, corporate background, mission statement, and/or philosophy;
3. Primary business focus or specialty;
4. Headquarters location;
5. Number of years your company has been in business;
6. Length of experience in providing marketing and/or communication services;
7. Size of company and number of employees by job classification;
8. Gross billings of the firm for the last five (5) years;
9. Total billings matrix by media/service category type (percentage):
10. List of top ten (10) higher education clients by billing for all services that the firm provides

11. List of top ten (10) higher education clients by billing for the services being offered to the University
12. Competitive research capabilities; and,
13. Any other notable facts that may demonstrate your firm's unique qualifications and aid in the selection process.
14. TROY may, at its sole discretion, request Financial Statements of the shortlisted firms so that the proposer's financial stability and capacity may be evaluated by TROY prior to the award decision.

b. Work for other institutions of higher education

The proposer is to describe its current work for other higher education institutions, as well as its work for higher education institutions conducted in the previous two years.

c. Sample Contracts

The proposer is to provide three (3) contracts on which he/she deems the most similar or relevant to the TROY requirements and the services being offered. Use client and short case studies to illustrate performance examples for the specific services being offered. These contracts should be of similar size, scope and complexity to Troy University.

The following are to be provided:

1. Client name, address, name and telephone number for Account Manager assigned to contract
2. A brief, but informative description of the marketing and/or communication effort provided including the specific services provided with portfolio samples;
3. The dollar volume for the contract/project;
4. The term of the contract (start date and completion date); or note ongoing
5. Similarities to the TROY contract as described in this RFP.

d. Firm References

Only the selected proposers for phase II will have their references contacted. However, all firms responding must supply this information. The University intends to check references of the above contracts/projects of those proposers who remain eligible for award following the Oral Presentation and Price Discussion sessions. The University reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including itself even if not provided as a reference by the proposer. References will be held in the strictest of confidence. Such references are to be from different contracts; that is, only one reference per contract is allowed.

□ Section C: Key Personnel/Staffing Qualifications/References

a. Personnel Details

Firms are to present a plan for the management and staffing of the marketing services being offered to be provided to the University. The Plan shall delineate between full-time and part-time employees, as well as, associated schedules and labor hours.

If the firm has multiple locations, TROY is primarily interested in the capabilities and experience of the office and specific individuals who will provide the majority of the required services to TROY. Unless specifically otherwise stated, all requested information about the proposers should be limited to the local office and the individuals that will serve TROY. The response should also include details of the expected interaction with the TROY's Office of Marketing and Communication and Office of Enrollment Management.

Provide an organizational chart showing the management structure of the firm with a description of the qualifications, credentials and the location of upper level management and regional management support staff, as well as, those actually assigned and dedicated to manage this account. Information to be included is the following: (i) Key Personnel's (Account Manager, Marketing Personnel, Creative

Personnel, etc.) Names, Titles, and Roles; (ii) Area of expertise; (iii) Geographical Location; and (iv) Brief description of qualifications and credentials.

b. Key Personnel Resumes

Firms should provide a brief, but informative resume or curriculum vitae for the person(s) recommend as the Executive-in-Charge and the Account Manager under this contract.

The resume of each person should include the following:

1. Educational history, applicable training received, certifications earned, including dates of attendance, dates of certifications earned;
2. Employment history, including dates of employment (start and ending dates) and positions held and dates applicable for each of these positions;
3. Experience on similar contracts, both with your firm and other firms. Give a brief description of the marketing project/contract. Also, indicate the role the person performed for the project/contract (i.e. Executive-in-Charge, Account Manager, etc.)
4. References: Provide three (3) contract/client references on the proposed Account Manager inclusive of contact person, and phone number. Such references are to be contract references not employment references. It is important that such references can speak to the performance of the person in the role to be assigned for the services being offered to the University.
5. Selected proposer(s) will have the references of their Key Personnel contacted. However, all firms responding must supply this information within their Technical Proposals. The University intends to check references of the Key Personnel for the contracts/projects provided of those proposers who remain susceptible of the award following the Oral Presentation and Price Discussion sessions. Please be sure that accurate information is provided and that the contact person is capable of speaking to your firm's capability in performing the services required. References will be held in the strictest of confidence. In addition, the University reserves the right to check other sources available, including internal resources, if not provided as such by the proposer. Such references are to be from different contracts; that is, only one reference per contract is allowed.

NOTE: Personnel Commitment: By submitting the name of the Executive-in-Charge and the Account Manager and other Key People for consideration, the proposer is committing these individuals to TROY for this contract, if awarded. No personnel changes will be permitted without written authorization from the University via a contract amendment.

c. Back-up Plan

Firms are to describe how the University will be serviced in the absence of the Account Manager due to vacations, sickness, business trips, etc.

Section D: Acknowledgement of Review of TROY Contract Terms and Conditions

The proposer is to warrant that they have reviewed all requirements included in this RFP and will execute a contract with these mandatory terms and conditions upon request by TROY, as may be negotiated. Any exceptions to the Contract are to be noted. Proposer is to also acknowledge that TROY is under no obligation to accept such requested exceptions and, as a result of such exceptions, may elect to find the proposer not susceptible of the award(s) of the Contract(s).

Section E: Disclosure

If there are any conflicts of interest, including performance of work for a competitor of Troy University, or if there are any potential barriers to complete the performance of this project, the firm must disclose issues.

PRICE PROPOSAL INSTRUCTIONS (SEE APPENDIX C)

The Price Proposal must be submitted with the Technical Proposal. Proposer must submit four hardcopy original documents and a flash drive that contains the proposal. The flash drive and original documents will become the property of TROY.

- a. A sample Price Proposal form is included in **Appendix C**. In addition to providing a pricing bid as shown in the sample Price Proposal form, alternate pricing structures may also be submitted based on a proposer's unique offerings.
 1. It is anticipated that Firms will provide hourly billing rates (inclusive of all expenses, overhead and profit) for its staff that will be the maximum charged for any project/marketing effort done under this contract. The quoted hourly billing rates will be valid for the first year of the contract.
 2. For any work done under the resulting contract, the contractor will provide a quotation using the quoted hourly rates as a maximum for the level of effort applicable to the project for review and approval by the University.
 3. TROY will also reimburse the agency for the actual cost of media, out-sourced creative or other third-party services expenses, travel¹ to focus groups or other events requested by TROY, etc. on a monthly basis. Firms will quote a maximum dollar or percent mark-up for:
 - a. subcontractors/outside sources and
 - b. commission for media buys
 - c. Proposed fees and the reimbursed costs shall be exclusive of any taxes for which TROY is exempt, such as the State of Alabama Sales Tax and Federal Excise Taxes. For any work done by subcontractors/outside sources or for any media buys, these will be the maximum percent mark-up allowed. The successful contractor will provide a detailed quotation for any such work done under the contract for review and approval by the University.
 4. **Prices for contract renewal years.** The maximum percent mark-ups for subcontractors and outside contractors and maximum percent commission for media buys will remain constant through the life of the contract. The quoted hourly rates must be valid through September 30, 2025.
 5. Thereafter, it will be the responsibility of the contractor to request a price increase to the hourly billing rates, if any, by July 31st of each year. Any price increase not received by that time, will not be considered and pricing in the subsequent year will remain as stated during the just completed contract term. A price increase, if any shall not exceed the Consumer Price Index ("CPI") for "All Urban Consumers" as published by the US Department of Labor Statistics. For purposes of calculating the potential increase, the CPI to be used will be the index for twelve-month period ending at the previous calendar year. For example, for September 30, 2025, the price index for twelve-month period ending December 2024 will be used. Statistics will be referenced as a cap for negotiable purposes only. Contractor is not to assume that any price increase will be applied to yearly renewals. As well, increases are not cumulative for prior years; if a contractor fails to request a price increase in one year and then requests an increase for the subsequent year, the contractor cannot include a cumulative amount which includes the prior annual term. Any increase approved by the University will take effect on October 1st of each year.

¹ Any travel that is reimbursed will be in accordance to the State of Alabama rates in effect on the date of travel.

PHASE II: ORAL PRESENTATION AND PRICE DISCUSSION INSTRUCTIONS

Only those proposers selected based on the initial evaluations may be requested to attend an Oral Presentation and Price Discussion Session at the University. The due date and time of the Oral Presentation and Price Discussion Session will be set by the University upon completion of the initial proposal evaluation. However, it is anticipated that the presentations will be conducted on the dates shown on the calendar of events, so proposers are advised to set these dates aside in their entirety on the key personnel's calendars so as to avoid a conflict. The actual time on these dates will be verified with the applicable proposers at the time presentations are confirmed. The time and date are at the sole discretion of TROY.

The proposed executive-in-charge and the proposed account manager, i.e., the person responsible for the management of the relationship between the proposer and the University for this Contract, must attend the Oral Presentation and Price Discussion Sessions. In addition, the account manager's immediate supervisor is to be present. Any other key individuals who are needed to assist in the description of any part of the services proposed for this RFP are also requested to attend.

At the time the Oral Presentation and Price Discussion Sessions are scheduled, the University will confirm in writing with each proposer the specifics of these sessions inclusive of the topics, time periods, and requested key personnel.

The purposes of the Oral Presentation are as follows:

- to allow the University to meet the proposer's key people and to allow these key people to convey their expertise and applicable experience in the services being offered to the University;
- to discuss/clarify any and all aspects of the Technical Proposal in particular the proposed approach, and staffing to provide the services being offered.;
- to provide an opportunity to clarify the scope of services for this contract;
- to provide the proposer the opportunity to present a recommended strategy, campaign, solution and/or creative approach for TROY based on knowledge gained through this RFP and proposer's self-directed (self-funded) research completed in coordination of proposal²;
- to provide the proposer the opportunity to share insights and/or recommendations regarding the TROY brand, owned media/communications, digital footprint, advertising campaigns or related knowledge gained through this RFP and proposer's self-directed (self-funded) research completed in coordination of proposal;
- to discuss the proposer's transitional plan and resource allocation to ramp up services quickly so that TROY does not have a gap in services; and
- to review and clarify the Price Proposal structure.

² Proposed strategy, campaign and/or creative ideas will remain the property of the proposer pending successful contract award and compensation provision.

EVALUATION CRITERIA

	Points Possible
Agency / firm profile, expertise and financial stability	30
Sample contracts indicating likelihood of success / demonstrated history of success	5
Personnel qualifications	20
Agency / firm philosophy, culture and approach; compatibility with higher education	20
References	10
Price Proposal	15
Total	100

APPENDIX A – TROY LOCATIONS AND MARKETS

ALABAMA CAMPUS LOCATIONS AND TROY ONLINE, AS OF APRIL 1, 2024

Troy Campus:

Troy University
University Avenue
Troy, AL 36082

TROY Online:

Troy University
100 University Park
Troy, AL 36082

Phenix City Campus:

Troy University
1510 Whitewater Avenue
Phenix City, AL 36867

Montgomery Campus:

Troy University
231 Montgomery Street
Montgomery, AL 36103

Dothan Campus:

Troy University
500 University Drive
Dothan, AL 36303

INTERNATIONAL SITES, AS OF APRIL 1, 2024:

Hanoi, Vietnam (Hanoi University of Science and Technology (HUST)):

1 Dai Co Viet Road
Hanoi, Vietnam

Da Nang, Vietnam:

Duy Tan University (DTU)
Q. Thanh Khe, 182 Nguyen Van
Linh
Thac Gian, Q. Thanh Khe
Da Nang, Vietnam

Hanoi, Vietnam:

Hanoi University of Science and
Technology (HUST)
1 Dai Co Viet Road
Hanoi, Vietnam

Hanoi, Vietnam:

International School at Vietnam
National University (VNU-IS)
144 Xuan Thuy Road
Cau Giay, Hanoi, Vietnam

Additional Classroom Space:

99 Nguy Nhu Kno Tum
Nhan Chinh, Thanh Xuan
Hanoi, Vietnam

Hanoi, Vietnam:

5th Floor, E4 Building
University of Economics &
Business at Vietnam National
University (VNU-UEB)
144 Xuan Thuy Road
Cau Giay, Hanoi, Vietnam

Additional Classroom Space:

8th Floor, Don Nguyen 3 *
Viet Uc Private High School
My Dinh I, Tu Liem, Hanoi,
Vietnam

Ho Chi Minh City, Vietnam:

Saigon Technology University
(STU) 180 Cao Lo. Ward 4,
District 8,
Ho Chi Minh City, Vietnam

DOMESTIC SUPPORT CENTERS, AS OF APRIL 1, 2024:

Ft. Walton Beach, Florida:

81 Beal Parkway, SE
Ft. Walton Beach, FL 32548

**Panama City/Tyndall AFB,
Florida:**

527 Airport Road
Panama City, FL 32405

On-Base:

Building 1230, Rm 44A Tyndall
AFB, FL 32403

Pensacola, Florida:

2114 Airport Blvd
Suites 1150/1250
Pensacola, FL 32504

Tampa, Florida:

5201 West Kennedy Blvd
Suite 110
Tampa, FL 33609

Alpharetta, Georgia:

2855 Old Milton Parkway
Suite 100
Alpharetta, GA 30009

Augusta, Georgia: 2743

Perimeter Parkway Building
100, Suite 101
Augusta, GA 30909

Fort Moore, Georgia:

On-Base:
Building 2603, Dixie Road Ft.
Benning, GA 31905

Brunswick, Georgia:

664 Scranton Road
Suite 207
Brunswick, GA 31525

Sumter, South Carolina:

465 Rast Street
Sumter, SC 29150

**Clarksville (Fort Campbell –
ARMY), Tennessee:**

399 Tiny Town Road
Clarksville, TN 37042

San Antonio, Texas

12500 San Pedro
Suite 160
San Antonio, TX 78216

ADDITIONAL DOMESTIC MARKET PRIORITIES, AS OF APRIL 1, 2024:

Birmingham, Alabama

Huntsville, Alabama

Mobile, Alabama

APPENDIX B – TECHNICAL PROPOSAL FORM – PAGE 1 OF 2

TECHNICAL PROPOSAL RFP #24-009 Marketing and Enrollment Services

PROPOSER/FIRM: _____ Date: _____

Federal Identification Number/Social Security Number: _____

Address: _____

The undersigned hereby submits the Technical Proposal as set forth in RFP #24-009.

We confirm this Technical Proposal is based on RFP Requirements and any subsequent addenda.

Our firm is submitting a proposal for the following Marketing and/or Enrollment Services:

CATEGORIES: (check all that apply)

- Brand refresh, research, strategy and positioning; Creative design and campaign development
- Media planning, negotiation and buying
- Production services for broadcast, video, photo and related needs
- Traditional broadcast, print and outdoor marketing including planning and metrics
- Online/digital marketing support including planning and metrics (for overall Troy awareness needs)
- Online/digital and other enrollment marketing support (for traditional undergraduate freshmen enrollment needs)
- Online/digital and other enrollment marketing support (for traditional undergraduate transfer enrollment needs)
- Online/digital and other enrollment marketing support (for nontraditional, adult, and Troy Online enrollment needs)
- Online/digital and other enrollment marketing support (for graduate enrollment needs)
- Customer relationship management (CRM) optimization and ongoing support
- Website design and development services including planning and metrics
- Stealth website visitor capture/retargeting (if not included in Categories 5-9)
- University relations including crisis management including planning and metrics

APPENDIX B – TECHNICAL PROPOSAL FORM – PAGE 2 OF 2

We understand by submitting a proposal we are agreeing to all of the terms and conditions included in the RFP.

In Presence of Witness: _____ Date: _____

FIRM NAME _____ Website: _____

ADDRESS _____

Phone: _____ Email: _____

Printed Name: _____ Title: _____

Signature: _____ Date: _____

The following checklist is provided only as a reference when compiling the RFP proposal document.

Proposal checklist: Review entire RFP to make sure each section is complete as instructed. Use additional pages as needed to thoroughly complete each section.

Provide 4 hard copies and one flash drive containing the following:

- Cover Sheet: Clearly marked as:**
 - Proposal for Marketing and Enrollment Services**
 - RFP #24-009**
 - Name of Company**
 - May 7, 2024 2:00PM CST**
- Technical Proposal Form – Categories selected, and signatures required (Appendix B)**
- Section A: Agency / Firm Philosophy, Culture and Approach (page 16)**
- Section B: Agency / Firm Profile and Experience (pages 16-17)**
- Section C: Key Personnel/Staffing Qualifications/References (pages 17-18)**
- Section D: Acknowledgement of Review of TROY Contract Terms and Conditions (page 18)**
- Section E: Disclosures (page 18)**
- Price Proposal Form – Signatures required (Appendix C)**

APPENDIX C -- SAMPLE PRICE PROPOSAL FORM

TECHNICAL PROPOSAL RFP #24-009 Marketing and Enrollment Services

PROPOSER: _____

Federal Identification Number/Social Security Number: _____

Email: _____

Address: _____

Date: _____ Phone: _____ Website: _____

The undersigned hereby submits the Technical Proposal as set forth in RFP #24-009. We confirm that this Pricing Proposal is based on the Requirements per the RFP and any subsequent addenda.

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete the work for the work as described in this RFP and subsequent Addenda as noted above. By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of this RFP including any issued addenda. Proposers are cautioned to verify their final proposals prior to submission, as TROY cannot be responsible for proposer's errors or omissions. Any price proposal that has been accepted by TROY may not be withdrawn. Use additional pages to provide detail as needed.

A. Maximum hourly billing rates for all personnel and staff positions \$ _____

A. Maximum hourly billing rates for personnel by category or expertise \$ _____

B. Maximum percent (%) mark-up for subcontractors/outside sources: _____%

C. Maximum percent (%) commission for media buys: _____%

D. Retainer per month (if applicable) \$ _____

We understand that by submitting a proposal, we agree to all of the terms and conditions included in the RFP documents and that the Bid/Proposal Affidavit submitted as part of the technical proposal remains in effect.

In Presence of Witness: _____ Date: _____

FIRM NAME _____ Website: _____

ADDRESS _____

Phone: _____ Email: _____

Printed Name: _____ Title: _____

Signature: _____ Date: _____

APPENDIX D – SAMPLE OF TROY LOGOS

PRIMARY LOGO MARKS



AFFILIATED LOGO MARKS

