



Request for Proposal #25-002

Promotional Items, T-shirts and Other Apparel

The purpose of this RFP is to establish a contract (or contracts) for the production of promotional items and apparel for Troy University (TROY or the University). The University's goal for the resulting partnerships is to share and elevate the TROY brand through a variety of goods and materials.

CALENDAR OF EVENTS

Issue date		October 4, 2024
Deadline for requests for RFP Interpretation	12:00 PM CDT	October 11, 2024
Proposals Due	3:00 pm CDT	October 22, 2024
Anticipated Selection of Proposer(s)	3:00 pm CDT	October 25, 2024

Contract(s) will commence on dates mutually agreeable to the University and Proposer(s)

TROY seeks to begin purchasing off this RFP November 1, 2024

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INTRODUCTION

Troy University is soliciting proposals for the production of promotional items, t-shirts and other apparel for TROY's worldwide locations. Troy University is looking for the right partner(s) to help them achieve their goals while also being good stewards of TROY resources.

The selected proposer(s) will work with the Office of Marketing and Communication to provide related services to the University and all related entities.

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

Troy University
April Johnson, Purchasing and Asset Management
100 University Park
Troy, AL 36082
Attention: Promotional Items, T-shirts and Other Apparel RFP #25-002
Opening: Tuesday, October 22, 2024 @ 3:00 PM

THE TROY UNIVERSITY STORY

Educate the mind to think, the heart to feel, and 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 160 quality programs offered in face-to-face, online and blended formats. TROY is a student-focused, public institution serving 23,000+ traditional, nontraditional, international and military students with more than 159,000 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 1 athletic programs – “One TROY”
- 70+ years of service to military-affiliated students – “TROY COM 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
- Values-centered – “The Trojan Way”
 - Community / Service oriented
 - Respected
- Forward-thinking
 - Creative
 - Innovative
 - Entrepreneurial
 - Agile

FOCUS AREAS AND TARGET AUDIENCES

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

- Enrollment and retention
 - Traditional Troy Campus prospects and current Troy Campus students
 - High school students
 - Transfers from other institutions and from two-year schools
 - 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 and current students from abroad
 - Priority languages for translation are: Mandarin, Spanish and Vietnamese
 - Top areas of focus include India, China, Asia and Latin America

- Parents making financial / travel decisions
- Student prospect categories:
 - Prospects wishing to study in the U.S. 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
- Military / veteran / 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 (troytrojans.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 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
- External funded grants and contracts of TROY

- The Johnson Center for Economic Development

TROY PROMOTIONAL MARKETING OVERVIEW

Troy University has a wide variety of promotional assets, including t-shirts and apparel, bags, blankets, drinkware, luggage and much more. TROY's promotional plan supports four primary campus locations in Alabama, 12 additional support centers in the Southeastern U.S. and TROY Online. The plan comprehensively supports Troy University's message at the international, national and local levels across various target audiences. A promotional strategy is often leveraged to advance the TROY brand. However, Troy University's primary goal is to drive enrollment at the associate, undergraduate, graduate and doctoral levels.

Promotional expenditures vary for each department, group and organization. The departments of Marketing, Communication and Admissions are anticipated to spend between \$700 thousand and \$800 thousand under an awarded RFP for one fiscal year. This amount includes all promotional and apparel categories and related services referenced in this RFP across all awarded vendors. Projections are based on previous spending ranges and do not constitute an agreement to purchase in the future.

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.

Awards will be based on the ability to comply with all criteria listed, including quality, availability of products, pricing and location of services. The awarded bid will result in contractual agreements allowing all departments, affiliates, groups, locations, and organizations of Troy University to purchase from the vendor(s) during the duration of the award. **It is Troy University's intent to award this bid to multiple vendors** to offer variety to our purchasers. An award may be for one or more than one category. International locations may be awarded separately regarding location support, as awarding to a local vendor may also be in the University's best interest. Proposals for all locations from all vendors will be considered. If you wish to bid specifically for one TROY location, please indicate that on your proposal.

CATEGORIES

1. Promotional Items
2. T-shirts
3. Other Apparel

PROMOTIONAL ITEMS

Criteria for quality levels for promotional items

- Level I (low priced office supplies and gifts) – Range of \$.01 to \$10 per item

- Level II (medium priced office supplies and gifts) - Range of \$10.01 to \$25 per item
- Level III (high priced office supplies and gifts) - Range of \$25.01 to \$150 per item

Items for each level may include, but are not limited to, the following suggested items. Responses must specifically outline which items qualify for each level, listed above.

Level I: Range of \$.01 to \$10 per item

Blankets	Highlighters	Memo pads	Personal care kits
Candy jar	Key chains	Mouse pads	Small portfolio
Car accessories	Koozies	Mugs	Sport accessories
Coolers	Lapel pins	Notepads	Tote bags Umbrellas
Folders	Lanyards	Pencils	
Frames	Magnets	Pens	

Level II: Range of \$10.01 to \$25 per item

Executive pens	Desk pen sets	Lamps	Phone chargers
Business cases	Drinkware	Larger portfolios	Technology accessories
Clothing accessories	Executive gifts	Leather goods	Travel bags
Coins	Globes	Magnetic signage	Wooden boxes
	Jump drives		

Level III: Range of \$25.01 to \$150 per item

Brand products	Collectables	Glassware	Luggage
Clocks	Executive gifts	Leatherwear	Watches

T-SHIRTS AND OTHER APPAREL

Vendors should include the following on the included pricing form:

- Cost for custom designs created by Troy University
- Cost for creation of custom designs by vendor or hourly rate
- Screen and/or set-up fees
- Cost per location of mark (e.g. front chest, back chest, sleeve, etc.)
- Additional cost relevant to the items (whether or not specifically stated in this request)
- Cost for product support / sales booth for special events such as open house, T-Day, Trojan Tour, home football games and more

Vendor must be available for a minimum of monthly visits to the Troy Campus and upon request to other TROY campus locations.

RFP REQUIREMENTS

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

RFP REQUIREMENTS

1. Submissions

Proposer must submit six 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 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 Promotional Items, T-shirts and Other Apparel

RFP #25-002

Name of Company

Date/Time

Questions regarding the terms of this RFP should be directed to Ms. April Johnson by emailing bids@troy.edu.

2. Verbal communications

Proposers 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 the Purchasing Department. Proposers 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.

3. Communication restrictions

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 University staff except:

- Ms. Leslie Scrushy, lscrushy@troy.edu
- Dr. Blake Bedsole, cbbedsole@troy.edu
- The Purchasing and Asset Management department
- 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.

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

4. 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

April Johnson, Director of Procurement and Asset Management bids@troy.edu **AND**

Leslie Scrushy, AVC for Marketing and Communication lscrushy@troy.edu

5. 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. Failure to acknowledge receipt of addenda in accordance with instructions contained in the addendum may result in the proposal not being considered.

6. Proposal Addenda and Rules for Withdrawal

Prior to the deadline date specified for receipt of the price proposal, 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 price proposal due date.

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

7. 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.

8. 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.

Bid guarantees may be presented in the form of a bid bond, postal money order, certified check, cashier's check, or irrevocable letter of credit for no less than 10% of the bid amount. All check guarantees for unsuccessful proposers will be returned in a timely manner.

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.

9. 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 Proposer, his agent, or employees.

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. Upon request by TROY, proposers may be required to sign a non-disclosure agreement.

11. Commitment

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.

12. Award

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.

SELECTION REQUIREMENTS

13. Dedicated personnel

Vendor(s) will provide competent and experienced staff, dedicated to the TROY account, as needed to develop and maintain a positive, productive relationship and to meet all agreed upon timelines.

Vendor personnel shall be available to timely attend planning meetings, budget reconciliation meetings, and other meetings as reasonably requested during the term of the contract at no additional cost.

14. TROY catalog website:

Vendors must agree to set up a TROY specific link on the vendor's Web page for the purpose of viewing all items available to Troy University at the bid price. Vendors should be able to provide showcased products as well as new items made available during the duration of the RFP.

15. Licensing

Vendors must be willing to register in the TROY licensing program before accepting any orders and must comply with all the program guidelines. For information about the licensing program and applying for a license visit troytrojans.com/licensing.

16. Brand compliance

Vendor(s) must stay up-to-date on TROY's brand and style guide, as well as companion/partner assets to properly support contract efforts. See Appendix D for style guide.

17. Royalty fees

Vendors must be willing to collect, manage and pay royalty fees as detailed in the TROY licensing program. The TROY royalty fee structure is subject to change based on current market circumstances. Visit troytrojans.com/licensing for details on the current royalty fee program.

18. Third-party contracts

Vendor(s) may be asked to provide concept development and production as assigned. The proposer(s) may also 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 mark-up or commission may or may not be allowed depending on the circumstances. The proposer must be willing to directly pay all third-party service provider invoices in a timely manner (60 days maximum) and submit these expenses monthly to TROY for reimbursement.

19. Shipping

Vendors must not charge shipping fees stateside for orders over \$100.00. For international or non-typical orders within the United States, an exception to the shipping charge restriction may be requested in writing to the TROY marketing director or the designee prior to production.

Items should be shipped within a minimum of six weeks from date of receiving the purchase order. Vendors must provide a list of quick ship items (items available for delivery in less than two weeks). Vendor must be able to provide shirts within a minimum two-to-six-week period from date of receiving a purchase order.

20. Minimums & volume pricing

Promotional item vendors may not require a minimum order greater than 50 items per order with the exception of Level III. Vendors must offer quantity discounts based on volume purchasing with the University as a whole rather than by order or by department. Vendors should provide pricing based on each level shown in Section II – criteria for quality levels. Responses should be at a percentage off retail and should include identification of price break levels for volume spending within like items or within a total order of various items (example: if total order exceeds \$5,000, an additional discount of XXX would apply).

21. Billing & terms

Purchase orders **are required** regardless of the level of spending and orders must be “billed to and shipped to” as per the purchase order. **A purchase order MUST be received prior to filling the order or shipping the item, or payment for those items is not guaranteed.**

Troy University’s standard billing terms are invoiced net 30 and TROY does not pre- pay for goods or services.

Troy University will establish a formal line of credit with awarded vendors.

Troy University is sales tax exempt in the State of Alabama and Florida. Other shipping locations may also be tax exempt. Vendors should not charge sales tax to Troy University for all items delivered in exempted areas. A sales tax-exempt form will be provided to the awarded vendor by Troy University Office of Finance & Business Affairs.

22. Resources

Vendor(s) must be able to secure stock photographs, fonts or illustrations as needed to execute work.

23. Graphic design services & set-up fees

Vendor must make graphic design services available and rates must be included per hour on projects as appropriate. Vendors may include a cost for custom designs. All designs must be approved by TROY marketing and/or the licensing agency prior to production.

Vendor producing shirts must be able to provide process screen printing with color separation from vector files.

Vendors (who have not previously produced items using TROY graphics) are allowed to charge a one-time set-up fee for all University graphic marks and a one-time set-up fee for athletic graphic marks. The University will provide graphics for TROY logos. For non-typical, new promotional items or to incorporate new logos/marks from the University, an exception to the one-time set-up fee restriction may be requested in writing to the Marketing Director prior to production. Exception requires prior marketing approval.

24. Property rights

All copy (taglines, slogan or themes), designs, photography, videography, audio-visuals, artwork, graphic and musical jingles prepared for TROY will become the sole property of TROY. All print and production files will become the sole property of TROY. Original, native layered art files are to be provided upon request. TROY reserves the right to edit/adapt originals as needed.

TECHNICAL AND PRICE PROPOSALS

Proposers are encouraged to carefully examine the entire RFP document prior to compiling their RFP response to ensure a thorough understanding of each phase. This section provides a list of additional requirements, as well as instructions provided to complete both the Technical Proposal and Price Proposal.

TECHNICAL PROPOSAL INSTRUCTIONS

Proposals shall be submitted in the format contained in this 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: Proposal Submission Form (Appendix B)

Section A: Profile and Experience

a. Details:

1. Overview of your company's history, mission, philosophy, culture and/or approach
2. Description of your company's relevant qualifications to perform the requested/offered services. Include all certifications, awards, etc. that demonstrate quality and performance (ex: G7 Master Printer Certification, G7 ISO International Certification)
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 promotional and/or apparel services;
7. Size of company and number of employees;
8. Samples of reporting options showing order status, order history, total spent, etc.;
9. Gross billings of the firm for the last five (5) years;
10. List of top ten (5) clients by total billing for all services that the company provides
11. Competitive research capabilities; and,
12. Any other notable facts that may demonstrate your unique qualifications and aid in the selection process.
13. 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.

Section B: Key Personnel/Staffing Qualifications/References

Companies are to present a plan for the management and staffing of the promotional and apparel services being offered to the University. If the Organization 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.

a. References

Only the finalist proposer(s) will have their references contacted. However, all companies responding must supply this information. The University intends to check the references of those proposers who remain eligible for award following the phone conference. 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 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 these issues.

PRICE PROPOSAL INSTRUCTIONS

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

❑ Section F: Price Proposal Form (Appendix C)

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 Companies 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 company for the actual cost of media, out-sourced art/creative or other third-party services expenses, and for travel¹ requested by TROY that is outside the scope of the contract, etc. on a monthly basis. Firms will quote a maximum dollar or percent mark-up for:
 - a. subcontractors/outside sources and
 - b. commission for photography, original art or illustration work
 - 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 professional service, 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. **Prices for contract renewal years.** The maximum percent mark-ups for

¹ Any travel that is reimbursed will be in accordance to the state of Alabama rates in effect at the time the travel is done.

subcontractors and outside contractors and maximum percent commission for all buys will remain constant through the life of the contract. The quoted hourly rates must be valid through September 30, 2020.

4. Thereafter, it will be the responsibility of the contractor to request a price increase to the hourly billing rates, if any, by April 1 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 will be the index for twelve-month period ending at the previous calendar year. For example, for September 30, 2020, the price index for twelve-month period ending December 2019 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 1 of each year.

☐ Sample Box:

Each respondent must send a box of sample items. A minimum of five items in each category and/or level that you are applying for should be provided. In addition, vendors should provide any special products that are unique or innovative and should represent promotional items that might be given out for students, business partners, donors, athletics, etc. Samples should be shown in official TROY colors which are cardinal (PMS 202), black and silver or cool gray.

CONTRACT AWARD

TROY reserves the right to award to one proposer, multiple proposers, make a partial award, or no award as deemed in its best interest.

AWARD REQUIREMENTS

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 the fully executed contract is deliverable to the proposer. The contract shall be for a term of two years with an option or options for renewal for a period not to exceed a cumulative total of five additional 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

Troy University policy provides that a bond is a responsible sum for faithful performance of the contract, which 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 proposer 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. 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 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.

E-verify documentation

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 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.

Section 508 law

In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. Inaccessible technology interferes with an ability to obtain and use information quickly and easily. Section 508 was enacted to eliminate barriers in information technology, open new opportunities for people with disabilities, and encourage development of technologies that will help achieve these goals. The law applies to all federal agencies when they develop, procure, maintain or use electronic and information technology. Under Section 508 (29 U.S.C. '794 d), agencies must give disabled employees and members of the public access to information that is comparable to access available to others. It is recommended that you review the laws and regulations under this section to further your understanding about Section 508 requirements and how you can support TROY's commitment to compliance.

7. W-9 Form

An up-to-date (December 2014 version) W-9 form must be on file with the University's Purchasing Department.

8. 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.

9. Insurance

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

10. Confidentiality and Proprietary Information

During the term of this agreement, the 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. Upon request by TROY, proposers 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.

11. Assignment

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

12. 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.

13. 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.

14. 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.

15. 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.

16. Technology

Any and all technology updates, over the life of the contract, including any renewal options, are considered to be a requirement of this contract and are expected to be included at no additional cost to the University.

17. Litigation Clause

This agreement shall be governed by the laws of the state of Alabama 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.

EVALUATION CRITERIA

	Points Possible
Quality	30
Color Selection	10
Range of Products	20
TROY Specific Website	10
Reference Check	10
Unique Products	5
Pricing/Volume Discounting	5
Reporting Options	5
Work with Client for Product	5
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
211 Jalan Bukit Mata Kuching,
93100 Kuching, Sarawak, Malaysia

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

DOMESTIC SUPPORT CENTERS, AS OF APRIL 1, 2024:

Alpharetta, Georgia:
2855 Old Milton Parkway
Suite 100
Alpharetta, GA 30009

Augusta/Ft. Gordon, Georgia:
2743 Perimeter Parkway
Building 100, Suite 101
Augusta, GA 30909

Brunswick, Georgia:
664 Scranton Road
Suite 207
Brunswick, GA 31525

**Clarksville (Fort Campbell –
ARMY), Tennessee:**
399 Tiny Town Road
Clarksville, TN 37042

Columbus/Fort Moore, Georgia:
506 Manchester Expressway
Suite B-5
Columbus, GA 31904
On-Base:

Building 2603, Dixie Road
Ft. Benning, GA 31905

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

San Antonio, Texas
12500 San Pedro
Suite 160
San Antonio, TX 78216

Sumter, South Carolina:
465 Rast Street
Sumter, SC 29150

Tampa, Florida:
5201 West Kennedy Blvd
Suite 110
Tampa, FL 33609

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

Birmingham, Alabama

Huntsville, Alabama

Mobile, Alabama

APPENDIX B – TECHNICAL PROPOSAL FORM

TECHNICAL PROPOSAL RFP # 25-002 Promotional Item, Apparel

PROPOSER _____

Federal Identification Number/Social Security Number _____

Address _____

DATE _____ Phone _____ Website _____

The undersigned hereby submits the Technical Proposal as set forth in RFP # 25-002.

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

IN PRESENCE OF WITNESS _____

FIRM NAME _____ DATE: _____

ADDRESS _____

TELEPHONE NO. _____

SIGNED _____

PRINTED NAME _____

TITLE _____

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

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

- Cover Sheet: Clearly marked as:**
 - Proposal for Promotional Items, T-Shirts and Other Apparel**
 - RFP #25-002**
 - Name of Company**
 - Date/Time**
- Technical Proposal Form – Signatures required**
- Section A: Profile and Experience**
- Section B: Key Personnel/Staffing Qualifications/References**
- Section D: Acknowledgement of Review of TROY Contract Terms and Conditions**
- Section E: Disclosure**
- Price Proposal Form – Signatures required**
- Estimate Sheets by Category - Signatures required**
- Sample Box**
- Bid Bond**

APPENDIX C -- SAMPLE PRICE PROPOSAL FORM

TECHNICAL PROPOSAL RFP #25-002 Promotional Items, T-Shirts and Other Apparel

PROPOSER _____

Federal Identification Number/Social Security Number: _____

Address _____

DATE _____

The undersigned hereby submits the Technical Proposal as set forth in RFP #25-002. 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 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.

We understand by submitting a proposal we are agreeing 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 _____

FIRM NAME _____

ADDRESS _____

TELEPHONE NO. _____

SIGNED _____

PRINTED NAME _____

TITLE _____

DATE _____

PRICE PROPOSAL: PROMOTIONAL ITEMS

Level I _____ % off retail

List volume price break levels and combined invoice discounts below. Use additional sheets, if necessary. Include any other offers, promotions, etc. to be considered or provide a reference to other materials within your response.

Level II _____ % off retail

List volume price break levels and combined invoice discounts below. Use additional sheets, if necessary. Include any other offers, promotions, etc. to be considered or provide a reference to other materials within your response.

Level III _____ % off retail

List volume price break levels and combined invoice discounts below. Use additional sheets, if necessary. Include any other offers, promotions, etc. to be considered or provide a reference to other materials within your response.

Vendor may use additional sheets, as necessary. Must be referenced to the Level (above) and this page # to be accepted.

Design Charge

_____ per hour or

_____ per job

PRICE PROPOSAL: APPAREL

Screen fee per color for custom design: \$ _____

Art charge per hour for custom design: \$ _____

Cost to provide special event support: \$ _____
(such as open house, T-Day, Trojan Tour and more)

ATTACH ADDITIONAL SHEETS AS NECESSARY TO COMPLETE YOUR RESPONSE.

The following items should be taken into consideration for pricing:

Colors:

White
Colors

Quantity:

50-100
101-500
501-1000
Over 1000

Sizes:

Adult
S-XL
2X-3X

Youth
XS-XL

POLO SHIRTS- 6.50 OZ. COTTON PIQUE S-XL (UNISEX)

White

	Adult						Youth			
	S	M	L	XL		XS	S	M	L	XL
Short Sleeve										
Long Sleeve										

Color

	Adult						Youth			
	S	M	L	XL		XS	S	M	L	XL
Short Sleeve										
Long Sleeve										

Embroidery Pricing Based on Stitch Count per Location

Quantity	5,000 stitch	7,500 stitch	10,000 stitch	15,000 stitch
12				
24				
48				
72				
144				
288				
576				

T-SHIRTS

Cotton (White)

Adult

Youth

	S	M	L	XL		XS	S	M	L	XL
Short Sleeve										
Long Sleeve										

Cotton (Color)

Adult

Youth

	S	M	L	XL		XS	S	M	L	XL
Short Sleeve										
Long Sleeve										

50/50 (White)

Adult

Youth

	S	M	L	XL		XS	S	M	L	XL
Short Sleeve										
Long Sleeve										

50/50 (Color)

Adult

Youth

	S	M	L	XL		XS	S	M	L	XL
Short Sleeve										
Long Sleeve										

SCREENPRINT PRICING

Quantity	1 Color	2 Color	3 Color	4 Color	5 Color	6 Color
48						
72						
144						
288						
576						
1200						
2400						
4800						

APPAREL PRICING- OTHER

- Ties _____ % off retail
- Scarves _____ % off retail
- Brand Clothing _____ % off retail
- Other Apparel _____ % off retail

List volume price break levels and combined invoice discounts below. Use additional sheets, if necessary. Include any other offers, promotions, etc. to be considered or provide a reference to other materials within your response.

Vendor may use additional sheets, as necessary.

PRIMARY LOGO MARKS

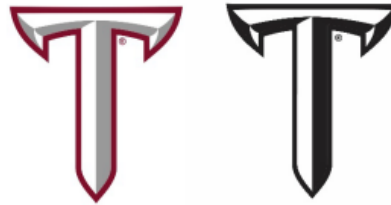
TROY
UNIVERSITY™

TROY UNIVERSITY™

TROY
UNIVERSITY™

TROY UNIVERSITY™

TROY TROY



TROJANS TROJANS

AFFILIATED LOGO MARKS



TROY
UNIVERSITY.

Department of
Art and Design



Department of
Art and Design