



## Request for Proposal #25-024

# Web Experience and Marketing Services

### CALENDAR OF EVENTS

Issue date		Friday, July 25, 2025
Deadline for requests for RFP Interpretation	5:00 pm CDT	Friday, August 8, 2025
Proposals Due	2:00 pm CDT	Friday, August 22, 2025
Notification of proposers selected for presentations and price discussions	5:00 pm CDT	Wednesday, August 27, 2025
Presentations and price discussions by selected proposers		Week of September 1, 2025
Anticipated selection of awarded proposer(s)		Week of September 8, 2025
Onboarding and discovery begin		Week of September 15, 2025
Contract(s) start date		Wednesday, October 1, 2025

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## INTRODUCTION

Troy University is seeking a strategic digital partner or partners to support the continual improvement of its public-facing websites — **troy.edu** and **troy.today** — with the primary objective of increasing **enrollment** and enhancing **brand reputation**. Selected vendors will collaborate closely with TROY's Office of Marketing and Communication, which manages the backend systems of both sites and leads content, digital strategy and audience engagement. Vendors will work with TROY's Office of Information Technology as needed to ensure alignment with institutional systems and policies.

A reskin of **troy.edu** will be completed prior to the start of the contract. All awarded work must align with the new design system, maintain **mobile-first** performance and support TROY's marketing and enrollment goals.

This RFP is focused on **external audiences**, including prospective students (undergraduate, graduate, online, military, international), families, alumni, donors, government, community and media. Internal websites (e.g., **my.troy.edu**) are not in scope.

## 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 230 quality academic degree options offered in face-to-face, online and blended formats. TROY is a student-focused, public institution with multiple campuses in Alabama, regional support centers throughout the Southeast United States and a strong, pioneering online history.

## BRAND ATTRIBUTES

Troy University's brand attributes are:

- Student-focused – “All Ways Real. Always TROY.”
  - 13,000+ students
  - 176,000+ alumni worldwide
  - Main Campus in Troy, Alabama
  - Pioneer in online learning
- 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
  - Accredited by the Commission on Colleges of the Southern Association of Colleges and Schools
  - Quality academics – Sorrell College of Business holds dual AACSB accreditation
  - Winning Division I athletic programs – “One TROY”
  - 70+ years of service to military-affiliated students – TROY for Troops

- Responsive to markets, communities and individuals
  - Lifelong
  - Supporting resources
  - Affordable
- Value-centered – “The Trojan Way”
  - Community / Service-oriented
  - Respected
- Forward-thinking – “TROJ for Life”
  - Creative
  - Innovative
  - Entrepreneurial
  - Agile
  - Compassionate

## 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
    - High school student prospects
    - Transfer prospects from two-year schools and other institutions
    - High school dual-enrollment (Accelerate) student prospects
    - Parents
  - Nontraditional prospects
    - Online and blended prospects (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
    - 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
    - Prospects from all military branches
    - Active duty and retired military prospects
    - Spouse and dependent prospects
    - Army and Air Force ROTC candidate prospects
- 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 and earned media opportunities (troy.today)
- Tourist, related bureaus and hospitality partners

## SCOPE OF SERVICES

Selected partners will serve as TROY's strategic digital experts, advising on tools, technologies and best practices to improve our external web presence and actively implementing and supporting those improvements in collaboration with TROY's internal team. This includes recommending and executing solutions aligned with user behavior, accessibility, marketing performance and more, all while ensuring hands-on support in execution and cross-platform integration.

Proposers may submit responses covering all services outlined in this RFP or limit their proposal to specific areas of expertise. However, proposals must clearly identify each area for which the proposer seeks to provide services, and include relevant qualifications, examples, team details and costs for each.

**Note:** TROY's hosting and security infrastructure are provided through an existing contract with Modern Campus. Selected vendor(s) will not be responsible for server management, platform security, uptime or backend infrastructure. All development and integrations must function within the parameters of the Modern Campus CMS environment.

## CATEGORIES

### 1. Web Design & Development

- Support and enhance TROY's new 2025 web reskin using Modern Campus CMS
- Develop mobile-first, responsive layouts and interactive elements
- Test and implement navigation for optimal visitor experience
- Provide strategic insight for ongoing design enhancements based on user behavior trends, peer benchmarking and higher education best practices

#### ***Deliverables may include:***

- *Design mockups in TROY's preferred format (e.g., Figma). Proposers must specify their standard design tool and accommodate conversion if needed.*
- *Completed front-end code, built in alignment with TROY's design system*
- *Preferred framework: TROY uses Tailwind CSS for its design system and requests adherence unless otherwise agreed upon*
- *All code must be well-commented, reusable and WCAG-compliant*

### 2. Modern Campus CMS Expert Services

- Design and build reusable components and templates in Modern Campus CMS

- Ensure usability and consistency across page types and user flows
- Provide ongoing enhancements to leverage CMS resources fully

### **3. Accessibility Services**

- Maintain and elevate accessibility to meet/exceed WCAG 2.1 AA
- Conduct manual accessibility audits to complement SiteImprove and Modern Campus CMS automated scanning
- Provide documentation and guidance for continuous accessibility improvements
- Lead accessibility training for web and other content contributors
- Perform remediation services to pursue AAA compliance

### **4. Performance Monitoring & Analytics**

- Use GA4, GTM, AI tools and other relevant platforms (e.g., social media analytics, media dashboards or integrated campaign trackers) to monitor KPIs tied to engagement, referral traffic, conversions and content performance
- Lead performance reviews with data insights and recommendations
- Collaborate with TROY teams and advertising agencies on shared metrics

### **5. Conversion Rate Optimization (CRO)**

- Analyze prospective student funnels
- Recommend and implement UX improvements and A/B tests
- Identify and reduce user friction points in enrollment journeys
- Perform content audits, migration and/or clean-up services

### **6. SEO Strategy, Research & Training**

- Enhance domestic SEO and expand to international audience priorities
- Conduct keyword research, metadata recommendations and site audits
- Provide SEO training and support for content producers

Proposers must demonstrate a deep understanding of evolving search behavior, including the influence of AI-powered search engines, featured snippets and generative summaries. Effective strategies should go beyond keyword targeting to address topical authority, structured data and Google's E-E-A-T principles. Proposals should also consider visibility within zero-click and AI-driven discovery environments. TROY's partners should be able to bridge traditional SEO with emerging content discovery models that align with how prospective students and stakeholders search today.

Proposers must outline the structure of their SEO team supporting this engagement, including key roles and areas of specialization. TROY is seeking a partner(s) offering a collaborative team approach that brings multiple perspectives to the SEO strategy.

### **7. Microsite Strategy (Advancement, Alumni, etc.)**

- Work with department leadership to improve Advancement and Alumni microsites
- Enhance storytelling, donation paths and engagement features
- Connect alumni and donor content to enrollment messaging where appropriate

## 8. Additional Web Enhancements

TROY also seeks support for third-party tools and services to improve the user experience and advance recruitment and engagement goals, while ensuring all solutions are accessible, mobile-friendly and aligned with the University's brand standards.

These may include, but are not limited to:

- Career exploration tools, such as embedded job market data or academic-to-career pathway visualizations
- Interactive campus experiences, including 3D maps and virtual tours
- Custom widgets, calendars, calculators or embedded tools that meet prospective student needs
- Personalization tools or strategies that tailor content, calls-to-action or navigation based on user behavior, location or audience segment
- Language translation services or multilingual platform integrations that support localization and accessibility for international audiences
- Publication tools that offer accessible, flipbook-style viewing experiences
- Enhanced accessibility tools such as assistive navigation aids, user-controlled display options or real-time content readers
- Tools that analyze user intent or behavior to deliver predictive content recommendations or identify high-exit pages and conversion gaps
- Advanced site search tools that improve content discovery, incorporate AI or natural language processing and provide enhanced reporting on user behavior
- Consultation on evaluating, selecting or implementing new engagement technologies
- Other enhancements or services relevant to the goals outlined in this RFP

**Vendors specializing solely in these enhancements are encouraged to respond to this RFP with proposals limited to this category.**

## Web-Focused Marketing Services

### 9. SEO Content Production

- Develop SEO-optimized content such as articles, landing pages, program descriptions and blog posts to support organic traffic growth
- Collaborate with TROY's content strategy team to ensure alignment with enrollment and brand goals
- Apply keyword research, internal linking strategies and on-page SEO best practices to all content deliverables

### 10. Paid Advertising

- Develop strategic media plan and implement paid tactics that align with enrollment goals
- Manage campaign setups, audience targeting, creative asset coordination, performance tracking and ongoing optimization for improvement
- Coordinate with internal team as well as agency partners to create and align landing pages with ads
- Use integrated reporting to refine targeting and optimize campaign ROI

### 11. SEO + Paid Integration

- Connect SEO-driven content with paid campaign goals

- Identify landing page enhancements to support both paid and organic conversion

## 12. Earned Media Support

- Provide strategies for amplifying blog content and University announcements
- Leverage PR and backlinking strategies to enhance brand visibility
- Support brand storytelling through SEO and influencer tactics

## 13. Additional Marketing Services

- Proposers are encouraged to include other marketing or web-related services they offer that may benefit TROY's external marketing and communication strategy, particularly those that support enrollment, engagement or brand visibility.

**Vendors specializing solely in these services are encouraged to respond to this RFP with proposals limited to this category.**

## Service Expectations and Collaboration

To ensure a successful partnership and maintain alignment with TROY's internal operations and standards, proposers must address the following:

- **Quality Assurance**  
Proposals must outline the vendor's quality assurance (QA) process, including the roles involved, tools used and the number of revision or review rounds included by default. Vendors must also specify the cost for additional QA rounds, if applicable.
- **Embedded Project Collaboration**  
TROY has a strong preference for vendors to work within TROY's instance of Basecamp for day-to-day collaboration and milestone tracking. Vendors should confirm their willingness to use this system or clearly outline their alternative project management tools and workflows. Any costs associated with alternative tools must be disclosed.
- **Academic Intake Planning**  
TROY aligns reporting and optimization efforts with its academic calendar, which includes **five terms and two semesters annually**. Vendors must describe how they will support strategy reviews, performance analysis and planning tied to these academic cycles. In addition, vendors should address how they approach the need to **realign or rescope strategic priorities** throughout the contract term. If additional planning or re-scoping sessions are required beyond the initial onboarding, vendors should outline their process and specify any associated costs.
- **Deep Institutional Knowledge**  
Preference will be given to vendors who demonstrate an understanding of TROY's voice, tone and brand positioning. Proposers should include samples of relevant work that reflect either prior experience with TROY or comparable institutions where authentic voice and audience alignment were priorities.



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).

## PHASES OF THE RFP

**Phase I:** Proposers will provide a Proposal demonstrating the categories of offered services and a Pricing Structure to cover offerings. A bid bond in the amount of \$5,000 is required for all proposals exceeding \$50,000.

**Phase II:** In Phase II, selected proposers may be asked to provide a 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 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 Web Experience and Marketing Services for Troy University. Categories of service 1-13 are contained in the "Scope of Services".

2. **Assigned Personnel Requirements**

Vendors must identify all key personnel who will be assigned to the Troy University account. This must include:

- Names, roles and responsibilities for each assigned team member
- Relevant experience and skills for each team member, particularly in higher education, Modern Campus CMS, SEO/analytics and digital marketing
- Identify one (1) **Senior Point of Contact** who will serve as the primary account manager throughout the contract term

Vendors should identify senior executives who will be accessible throughout the engagement. Preference will be given to vendors offering unlimited direct access to executive-level team members via virtual and in-person collaboration at TROY's campus.

Troy University expects continuity in assigned personnel for the duration of the contract. Any changes in staffing must be communicated and coordinated in advance with the Office of Marketing and Communication, with TROY retaining the right to approve or reject replacements.

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.

**4. 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.

**5. 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  
August 23, 2025 2:00 pm  
Attention: Web Experience and Marketing Services RFP 25-024

**6. 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.

**7. 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](mailto:lscrushy@troy.edu)
2. Samantha Johnson, [johnson@troy.edu](mailto:johnson@troy.edu) or [marketing@troy.edu](mailto:marketing@troy.edu)
3. The Purchasing and Asset Management department
4. University representatives during 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.

**8. 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.

#### 9. 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 at [bids@troy.edu](mailto:bids@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 email to all proposers no later than five (5) working days prior to the last day for submitting proposals.**

For marketing clarifications, submitted questions will be forwarded via email to Marketing and Communication at [marketing@troy.edu](mailto:marketing@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](mailto:bids@troy.edu).

#### 10. 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.

#### 11. 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.

#### 12. 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.

### REQUIREMENTS FOR PHASE I

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#### 1. Pricing Structure

All proposers responding to this RFP are required to submit a Pricing Structure to be considered.

Vendors must provide:

- **Blended Hourly Rate** for core services
- **Maximum Hourly Rate** for highest-billed personnel
- **Itemized Pricing** for services and tools
- **Retainer or Block Options**, if applicable, with discount tiers
- **Markup or Flat Rate Fee for Pass-Through Services:** Vendors must clearly identify any percentage-based markup or flat fee applied to third-party tools, subscriptions or media buys handled on behalf of Troy University
- **Subscriptions, tools or other costs**, if applicable

Rates must be valid for Year 1 (Oct. 2025–Sept. 2026) and will automatically renew annually through 2030 unless increases are clearly outlined in the RFP proposal submission. To void an RFP submission, notice must be provided in writing before the vendor award. To terminate an awarded contract, notice must be provided in writing by either party at least 90 days in advance.

## **2. Bid Bond**

Troy University Purchasing Policy provides that all proposers are required to furnish a bid bond on any contracts or proposals 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.

**Agencies/firms are required to purchase no less than a \$5,000 bid bond, preferably in the form of a surety.**

**Bid bonds must be received with your Technical Proposal and Price Proposal.**

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.

## **3. 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.

## **2. Submissions**

Proposals must be received by the deadline listed in the project schedule.

Submissions must include:

- Cover letter
- Executive summary
- Response to Scope of Work with proposed approach
- Pricing as detailed in the Pricing Structure section
- Timeline for onboarding and initial deliverables
- Company background and relevant experience
- Three (3) higher education or similarly scoped client references

**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 Web Experience and Marketing Services  
RFP #25-024  
Name of Company  
August 23, 2025 2:00PM CST**

**3. 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 Proposal Deadline date.

**4. 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**

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**1. 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 based on the initial evaluations may be requested on an as-needed basis to attend a Presentation and Price Discussion Session at the University or virtually, as deemed necessary by Troy University. The due date and time of the Presentation and Price Discussion Session will be set by the University upon completion of the initial proposal evaluation.

The purposes of the 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 all aspects of the Proposal, particularly the proposed approach and staffing to provide the services offered;
- to provide an opportunity to clarify the scope of services for this contract;

- to provide the proposer with the opportunity to sample materials and other solutions that speak to the quality and opportunity offered;
- 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.

## **REQUIREMENTS FOR RFP AWARDS**

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### **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**

Troy University policy provides that a bond in a responsible sum for faithful performance of the contract, with adequate surety, shall be required in an amount specified in the advertisement for bids. The performance bond shall be set at no less than 10% of the total contractual amount or at a stated amount of no less than the cost of one month's service, whichever is greater. A performance bond must be in effect prior to the first date of service. Upon award of the bid, the successful 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.



## EVALUATION CRITERIA

	Points Possible
Overall Approach and Methodology	20
Culture, Flexibility and Approach to Teamwork	20
Timeline and Integration Plan and Related Costs	15
Experience with Higher Education, TROY and Modern Campus CMS	15
Quality of Work Samples, Metrics and References	10
Strategic Alignment with TROY's Enrollment and Marketing Goals	10
Pricing Structure and Value	10
<b>Total</b>	<b>100</b>

Troy University reserves the right to conduct virtual interviews and to request additional materials, including but not limited to references and financial stability statements, at any point during the evaluation process. Failure to comply with such requests may result in disqualification from further consideration.