EXHIBIT A

BALFOUR & CO.
2875 NE 191st Street, Suite 905
Aventura, FL 33180

8/21/2026

VIA E-MAIL
Mr. Kimber H. Craig
Chief Procurement Officer
Materials Management Office
1333 Main Street, Suite 700
Columbia, SC 29201

RE: Protest of Intent to Award — Solicitation #216033715 ("CU Ring Contract")
Reference: CPO file number 2027-102

Dear Mr. Craig:

Pursuant to S.C. Code Ann. § 11-35-4210(1)(b) and following Balfour & Co.'s Notice of Intent to Protest dated August 13, 2026, Balfour & Co. ("Protestant"), an actual offeror which is aggrieved in connection with the intended award, hereby timely protests the Intent to Award for Solicitation #216033715, posted by Clemson University Procurement and Business Services on August 6, 2026, naming Jostens, Inc. ("Awardee") as the intended awardee.

This protest letter outlines the specific grounds for challenging the award decision and requests that the solicitation be canceled and reissued.

I. Purpose of the Solicitation

Solicitation #216033715 sought an exclusive agent to manufacture, market, and sell the Clemson University class ring, with proposals evaluated as follows: Financial Proposal (50%, weighted evenly between cost to students and commission to the University); Marketing and Promotional Plan (30%); Sales, Customer Service and Warranty Offering (10%); and Manufacturing Workmanship (10%).

II. Background

Gold price generally accounts for about 75% of a gold ring's price (the exact percentage varies by gold carat and pennyweight). Historically, approximately 91 percent of class rings sold to Clemson students and alumni are gold. When evaluating proposals, Clemson did not consider the required commodity cost of gold, a critical factor influencing the total ring price and the fairness of the evaluation. The Solicitation recognized the importance of metal content and weight by including mandatory requirements that all proposers were required to fulfill. For example (per Scope of Work Section II):

3. Your Cost Proposal **must** address the following:

a. Please describe how you will establish pricing for the ring. It is requested

> that each party submitting a proposal will state the formula(s) which will allow for the computation of the price of a particular ring at any given gold or stainless-steel price, and which will outline any additional factors that will affect ring pricing. Please provide how you propose to establish the pricing structure and the timeline in which it escalates annually.
>
> Additionally, provide information on how fluctuations in the metals market may affect the cost to the customer, to include information on standard tools used to calculate this cost. *This information is being requested, as noted above, to aid in any request made for a price increase pursuant to the Terms and Conditions. This information is not to be assumed to be an approved formula for annual ring pricing.*

In addition, Amendment 1 to the Solicitation specified that, in calculating pricing, the current price of gold should be used. (Answer 3). Requiring that proposers use the current price of gold recognized that a comparable price of gold was the only means to evaluate ring pricing fairly[1]. While the solicitation did not expressly dictate a gold price to use in calculating student price, it is reasonable that proposers identify a gold price and that the stated price be current (per the amendment). Neither Josten's (no gold price) nor Herff-Jones (a gold price of $3,675.00[2]) included this required information in their responses.

Gold commodity prices have increased significantly and demonstrated substantial volatility over the past 12 months. Jostens' non-existent gold price and Herff-Jones' artificially low and commercially unreasonable price prevented a fair evaluation of a component of the proposals which accounted for 25% of the scoring. Additionally, the lack of transparency in the gold price used to set student pricing can result in unknown future price increases, which is prejudicial to total cost and a fair evaluation.

The solicitation also set specific technical recommendations for the products which were not properly evaluated. For example, the specifications required that "All rings are to be no less than 210 Brinell Hardness nor to exceed 225 Brinell Hardness", yet the test for the Herff-Jones rings reflected that some failed to meet this requirement. (see P. 33 of the submission ATS test report – Lady's Dinner Style Ring 234 HB "FAIL") Herff Jones promised that, if awarded the contract, they could comply with the hardness standard.

The solicitation included a pennyweight specification for each ring style. The evaluation and testing did not weigh the rings, and evaluators subjectively reported that the Jostens ring felt light and appeared to have thin shanks and palms. (See e.g., HW evaluation re: Jostens – "The weight of the rings seemed a little lighter", CA referring to the Jostens ring "significantly lighter weight," Moody "thinner shank could lead to bending"). The fact that this weight difference was noticeable subjectively demonstrates that failing to weigh the rings constituted a significant failure in the evaluation. A "light" ring requires less metal. It costs

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[1] Gold (and other metals used in ring manufacture are commodities. Their prices fluctuate continuously. During 2026, the price of gold has fluctuated between $3992.10 per ounce on July 16, 2026 and $5354.80 on January 26, 2026. This morning, the price was $4657.00 per ounce.

[2] Gold has not closed at or below this price Since September 5, 2025.

less to produce, which materially affects both pricing and cost and results in an unfair evaluation that failed to meet the requirements of the solicitation and the procurement code.

III. Grounds for Protest

1. Completing the evaluation without confirming the weight and that the sample rings met Clemson's specifications fails to comply with sound principles of appropriately competitive procurement as required by S.C. Code Ann. §11-35-5320. Balfour submits that allowing no gold price or an artificially low price, and not confirming the weight of the rings, prejudiced it because it allowed competitors to submit artificially low ring prices and rings that did not meet Clemson's specifications.

2. Jostens' proposal was not responsive to a mandatory, material, and essential requirement of the solicitation for failing to include the price of gold on which ring pricing was based or a formula that would allow Clemson to project the cost of rings based on the cost of gold. *In Re: Protest of Qmatic Corporation,* Case No. 2012-208,

3. Both Jostens' and Herff-Jones' proposals were not responsive and responsible because their failure to base proposals on current market gold prices, as the solicitation required, violates S.C. Code Ann. §11-35-30 by failing to observe reasonable commercial standards of fair dealing.

4. Clemson failed to consider and evaluate the future costs to students of the rings in the evaluation and therefore failed to evaluate the proposal according to its plain language and intent. Because Balfour was the only vendor who provided current gold pricing to make that evaluation, the outlying years have potential for what would amount to effectively an unbalanced bid, which would result in a higher cost to students in outlying years, and that consideration was not evaluated and, if it were a function of the solicitation, was a latent defect in the Solicitation.

5. Clemson failed to consider whether the submitted samples and the proposed rings met its pennyweight specifications. Upon information and belief, the Jostens rings were "light," meaning they contained less metal, which made the pricing unfair and compared goods that met the specification with goods that did not.

6. Jostens and Herff-Jones appear to have violated the requirements of the solicitation, as they have not clearly included the contracted price for ring boxes in their ring pricing. The impact of the per ring box cost and the associated freight and licensing fees creates an estimated potential discrepancy of $40 per ring when comparing pricing differences. These requirements are clearly outlined in Scope of Work Section III detailing contractor responsibilities:

> Clemson University has an existing contract with the current ring box manufacturer (MTM) for the supply of ring boxes. The Contractor shall be responsible for placing orders and remitting payment for the ring boxes at the contracted price for ring boxes throughout the term of the ring box contract.

IV. Discussion

A. The total cost submitted without a declared price of gold or with a deceptively low price of gold violates applicable law.

The Total Cost Proposals submitted by both other vendors violate S.C. Code Ann. § 11-35-30. The South Carolina Consolidated Procurement Code ("Code") requires that "[e]very contract or duty within this code imposes an obligation of good faith in its negotiation, performance, or enforcement. 'Good faith' means honesty in fact in the conduct or transaction concerned and the observance of reasonable commercial standards of fair dealing." S.C. Code Ann. § 11-35-30. Balfour would submit that providing no gold price (Jostens) or providing a gold price that is 10% lower than the commodity price on any day in 2026 as the submitted current gold price (Herff-Jones) is commercially unreasonable. A commercially unreasonable Total Cost, specifically where future price adjustment requests will be based upon a current cost, does not comply with the Code requirement of the "observance of reasonable commercial standards of fair dealing".

While we are aware this is not a federal procurement, in the federal procurement system "low-ball" pricing is generally referred to as pricing that is too low to be "realistic." *Cf. Star Mountain, Inc., Comp.* 2000 U.S. Comp. Gen. LEXIS 165, 2000 Comp. Gen. Proc. Dec. P189. After a bid but before award, the contracting officer should determine whether the price offered is indeed "realistic." As the U.S. Comptroller General noted in *Star Mountain, Inc.*, U.S. Comp. Gen. No. B-285, 883, 2000 CPD 11 189 (Oct. 25, 2000), the Federal Acquisition Regulation (FAR) "provides a number of price analysis techniques that may be used [by agencies] to determine whether prices are reasonable [not too high] and realistic [not too low], including comparison of the prices received with each other; comparison of previously proposed prices for the same or similar items; comparison with independent government estimates; and analysis of pricing information provided by the offeror." *Id.* (citing 48 Code of Federal Regulations (CFR) § 15.404-l(b)(2), FAR 15.404- (b)(2)).

In this instance, the Total Cost, including the Performance Guarantees and Clemson's expectation of price adjustments that fairly reflect the change in gold price from 2026 to the next year, is "low-ball" and not realistic. Therefore, neither of the other proposers has observed the "reasonable commercial standards of fair dealing." Filing Financial Proposals that are expressly related to the price of a regularly traded commodity, which are either unrealistically low or not revealed at all, is not realistic and is not acting in good faith.

B. *The Other Proposers may not clarify or correct their proposa*ls.

Neither Jostens nor Herrf-Jones may correct their proposals to address pricing errors or a failure to provide a market price for gold. Under S.C. Code Ann. § 11-35-1520(7), "[a]fter bid opening, changes in bid prices or other provisions of bids prejudicial to the interest of the State or fair competition must not be permitted." The same statute further provides that bid correction may occur only in accordance with applicable regulations.

C. The other Proposers are patently non-responsive to the mandatory and essential requirement of the Solicitation.

Jostens failed to provide any gold price in its proposal. It likewise failed to provide a "formula which will allow for the computation of the price of a particular ring at any given gold or stainless-steel price, and which will outline any additional factors that will affect ring pricing." Clemson required proposers to provide information that would allow it to compute the price for any given ring at any given gold price. Jostens' proposal lacks the information necessary to meet this essential requirement.

D. Because the pricing is not based on the current price of gold, neither Jostens nor Herff Jones meets the material requirements of the solicitation.

The commodity price of gold and other metals used is crucial for an accurate comparison of the costs to students. A failure to price the rings considering that current price resulted in an underpricing of the rings in the first year of the contract, did not comply with mandatory requirements of the solicitation, potentially resulted in what amounts to unbalanced bidding by loading the costs of the rings to the students in years 2 -5 of the potential contract when the true price of gold will affect the prices and the artificially low prices will be replaced with pricing based on real metal prices.

E. *Neither competitor provided rings and samples that met the mandatory specifications of the Solicitation,*

Since Herff Jones' samples failed to meet the hardness specification and Jostens' were "light," neither manufacturer demonstrated compliance with the specification. Failure to meet the specified requirements of the Solicitation is prima facie nonresponsiveness.

F. The omissions by these vendors cannot be waived.

None of the deficiencies outlined constitute a minor informality or irregularity pursuant to S.C. Code Ann. §11-35-1520 because these deficiencies are material variations from the requirements of the solicitation which have a substantial effect on the total price and quality of the solicited materials.

Because metal cost is such a major component of the rings, a difference in weight materially affects the cost and pricing of each ring. Notably, all evaluators that mentioned the weight or structure of the rings commented that the Josten's rings were light or seemed light or seemed thin. Failing to verify that the rings and samples met the specifications left Clemson with an unfair and improper evaluation, which is fatally flawed and should compel the re-solicitation of this procurement.

G. Reservation of Rights.

Balfour reserves the right to supplement this protest with additional facts, evidence, or legal

argument that may become available, including through documents obtained in response to this protest or the receipt of additional materials which have been requested, but not yet received due to what Balfour believes is an over-designation of confidential information by other proposers.

V. Relief requested

Balfour hereby requests the following relief:

1. That the CPO suspend the award and honor the statutory stay pursuant to S.C. Code Ann. 11-35-4210(7) during the pendency of the review.
2. That the CPO convene and conduct an administrative review as required by law and address the facts of this matter and Balfour's protest grounds.
3. That the CPO, after review, determine that Jostens failed to comply with the mandatory terms of the solicitation, that such failure is not excusable (noting that Clemson failed to make such a finding upon evaluation), and that the Procurement should be resolicited on an expedited timeline.
4. That the CPO further determine that Herff-Jones' proposal was likewise non-responsive and that its failure to provide samples that conformed to the required specification disqualified it from being a responsive and responsible proposer.
5. That the CPO issue an order granting the requested relief and such other relief as the CPO deems just and proper.

I appreciate your consideration of this protest.

Respectfully Submitted,



James J. Brown
Chief Sales Officer, Balfour & Co.

cc: Beth Perry, Contracting Officer, Clemson University Procurement and Business Services (kbperry@clemson.edu)

Exhibit B

From: Kevin R Finan
To: Beth Perry
Subject: FW: SCBO Advertisement Submission
Date: Wednesday, June 3, 2026 2:32:21 PM

Here you go, posted.

From: noreply@mmo.sc.gov <noreply@mmo.sc.gov>
Sent: Wednesday, June 3, 2026 2:32 PM
To: Kevin R Finan <kfinan@clemson.edu>
Subject: SCBO Advertisement Submission

This Message Is From An External Sender: Use caution when opening links or attachments if you do not recognize the sender.

Your SCBO advertisement (**AD# 66266**) has been submitted and will be reviewed by a member of our staff prior to publication. Please retain a copy of this email to serve as a receipt of your ad submission.

Please note that ads submitted after 12:00 pm may not be reviewed/published until the next business day.

The information you submitted for the advertisement is included below:

Category: Services

Advertisement Date: 2026-06-03 00:00:00

Ad Title: Clemson University Ring Contract

Description:
Clemson University is seeking bids for a supplier to become the exclusive agent for the manufacture, marketing, and sales of Clemson University class rings. All bids must meet the minimum requirements set forth in the Scope of Work associated with this bid which can only be accessed through the Clemson online bidding system, see link below.

Solicitation #: 216033715

Submit Offer By: 2026-06-30 14:00:00

Direct Inquiries To: Beth Perry

Buyer Phone Number: 864-656-3249

Buyer Email: kbperry@clemson.edu

Pre-Bid Information:
N/A

Full Details / Download Form (URL): https://clemson.ionwave.net/Login.aspx

Ad Creation Date: Wed, 06/03/2026 - 14:25

Scope of Work

I. Scope of Solicitation
II. Instructions to Offerors
III. Scope of Work / Specifications
IV. Terms and Conditions - Special
V. Appendices to Scope of Work

I. SCOPE OF SOLICITATION

The Clemson Alumni Association is seeking proposals from interested and qualified parties to become the exclusive agent to manufacture, market, and sell the Clemson University class ring.

The Clemson University class ring is trademarked by the Clemson Alumni Association and the ring and any likeness of the ring may be sold only by the approval of the Clemson Alumni Association

The term of the contract governing this relationship will be *a one year contract, January 1, 2027 – December 31, 2027 and renewing automatically for up to four additional terms unless notice is provided to not renew Purchase Terms and Conditions.*

II. INSTRUCTIONS TO OFFERORS

Regardless of specific requirements below or in this document, Offerors are required to submit their proposal electronically through the Clemson University online bidding system. To do so you must login (registering first) at https://clemson.ionwave.net/Login.aspx, and follow specific instructions for this solicitation. You should register several days in advance of the bid closing date so you can be approved and login in time to submit a response.

1. INFORMATION FOR OFFERORS TO SUBMIT - In addition to information requested elsewhere in this solicitation, Offerors should submit the following information for purposes of evaluation:

A. Technical Proposal

Offerors should submit a proposal that addresses how they will perform the scope required in Section III. Proposals should be as thorough and detailed as possible so that Clemson may properly evaluate your capabilities. Proposals must respond to each requirement outlined in the following criteria in order to be considered responsive. Proposals should be prepared simply in a straight-forward, concise manner so that Clemson is able to properly evaluate your capabilities and selection possibilities. Each proposal, while throurogh, should include the information requested below:

1. Manufacturing and Workmanship:

a. Does your corporation manufacture the ring in its entirety, or does your corporation utilize sub-contractors for any step in the manufacturing process?

b. How does your corporation define product quality?

c. Please describe your quality assurance program for processes related to the manufacturing of rings.

d. Please describe your corporation's process to ensure the accuracy of metal alloys used in the manufacturing of rings.

e. What is your lead time for a typical customer order (order to delivery)? How does this differ from special orders?

f. Please share any additional information that you feel deserves merit related to the manufacturing process and workmanship of your corporation and why you consider yourself qualified to serve as exclusive manufacturer.

2. Required Samples:

Offerors are required to submit sample rings to include at minimum the Men's Ring Collegiate Style (Medium) 10K Gold and the Ladies Ring Dinner Style 10K Gold. With the samples, you must include metallurgical analysis reports and a report from independent 3rd party with verification of hardness. Include details on City, State and Country of where these samples were manufactured. Samples must be submitted to the following address and must be received no later than bid closing date/time:

Clemson University Procurement and Business Services
Attn: Beth Perry
391 College Avenue
Suite 203
Clemson, SC 29634
Ref: RFP# 216033715

Due to the importance of this requirement in the award criteria, any Offeror who fails to provide samples as requested may have their offer deemed non-responsive. Offerors are required to pick up or provide means to return samples. Samples are provided at the risk of the offeror.

3. Sales and Customer Service:

a. Please describe the resources that your corporation will commit to the sales and ordering process of the ring, including:

1) Number of representatives assigned to account
2) Location and territory of representative(s)
3) Responsibility of representative(s)
4) Steps contained within the actual ordering process

b. Please describe the resources that your corporation will commit to ensure exceptional customer service related to the ring, including:
   1) Telephone and web-based customer service support
   2) Hours of operation/accessibility

c. Each party must describe its company's process of establishing eligibility for ring purchases.

d. Please describe in detail the warranty, and all terms contained within, that your corporation will offer for the ring.

e. Please provide information detailing the company's policy on "trade-in" options of old rings, repair work on damaged rings, and replacement of lost rings.

f. Please outline your delivery guarantee upon receipt of order.

g. Please provide 3-5 specific examples of demonstrated customer service.

h. Please provide a list of 3-5 current customers/references, specifically those from Higher Education Schools

i. Do NOT provide comparison of your service and accounts to those of your competitors. Your response should only address what your company did specifically to address the areas noted above.

4. Marketing and Promotions:

a. Provide a comprehensive marketing plan for the marketing of class rings to alumni, graduate students, undergraduate students, and their parents. Provide details on the elements of your company's program, including sales strategy, promotional/marketing materials, campus visits and any other contact from your company. Please provide specifics on the availability and potential use of the following:
   1) Poster and student newspaper advertisements
   2) Printing and mailing of promotional correspondence and ring ordering postcards
   3) Table cards/drapes, banners, and flyers advertising the Clemson ring
   4) Web-based strategies (websites and social media) and graphics for web use

b. Describe how your company will assist the Clemson Alumni Association in supporting and enhancing its existing ring ceremonies. Outline any strategies your company would employ to increase ring sales and participation related to this program. Detail

any increase in percentage of sales that have been realized since taking over your current accounts - including the size of the accounts.

c. Each party must provide information on its company's experience with assisting schools in holding their ring ceremonies.

d. Do NOT include any information about your financial commitment to marketing and ring ceremonies as part of this section of your technical proposal. ONLY include the non-financial aspects of your offering and what you will specifically commit to provide for Clemson, but DO be sure to be VERY specific about the details about what you will invest in and deliver based on that investment, as that is what Clemson will be evaluating your proposal on for this criteria.

B. Cost proposal

1. The cost of the proposed solutions MUST be submitted separately from the technical proposal – i.e. as a separate file.
2. Any costs proposed must be all inclusive of all to include any travel, lodging, and any other expenses. *i.e. do not provide a price or cost in your proposal that will later be added to with any additional costs. The ONE exception to this is, when we ask for ring costs for the first year, which must be quoted as firm, fixed pricing, we do also ask for details on how you determine your ring costs for future years. Clemson asks this to help us understand future requests, as allowed by the terms of the contract, to request price increases in the contract annually. Providing more details in this section will allow us to better understand and grant any adjustments in ring pricing, if so justified and approved. Providing this information does not guarantee Clemson will approve price increases and does not equate to an approved formula for determining future ring price increases. Any requests will be determined per the Purchase Terms for Price Adjustment- Limited – After Initial Term Only.*

3. Your Cost Proposal must address the following:

a. Please describe how you will establish pricing for the ring. It is requested that each party submitting a proposal will state the formula(s) which will allow for the computation of the price of a particular ring at any given gold or stainless steel price, and which will outline any additional factors that will affect ring pricing. Please provide how you propose to establish the pricing structure and the timeline in which it escalates annually.
Additionally, provide information on how fluctuations in the metals market may affect the cost to the customer, to include information on standard tools used to calculate this cost. *This information is being requested, as noted above, to aid in any request made for a price increase pursuant to the Terms and Conditions. This information is not to be assumed to be an approved formula for annual ring pricing.*

b. Each offeror must propose a dollar amount of commission on each ring sold. A minimum commission of two hundred seventy five ($275.00) per ring must be offered. The commission payment schedule should be outlined in the cost proposal. In addition to the commission rate offered on a per ring basis, the offeror must offer an annual guarantee of commission. This annual guarantee must be offered for the full term of the contract – i.e. any year that the contract is renewed under the terms of this contract. Do NOT offer a guarantee only for a partial number of years of the potential full 5 years of the contract. Please include these details in your cost proposal and as required in Appendix C.

c. Outline the anticipated sponsorship dollars available in support of ring ceremonies and marketing/promotional opportunities. *Include an explanation of the funding and/or a budget that will be provided by your company for Clemson's ring ceremonies and any giveaways to promote these events. Further, all financial arrangements offered under this marketing area must be built into the ring costs. Do NOT provide options or additional costs for rings if certain marketing opportunities are selected.*

d. Provide examples of your sales reporting as well as any refunds or cancellations (including timing, format, etc.)

e. Please outline the ring payment plans that you intend to offer, to include:
   1) Minimum deposit requirements and methods of deposit payment
   2) Discounts for pre-payment of entire order and methods of such payment
   3) Accepted forms of credit cards and any restrictions on use
   4) Installment purchase plan options
   5) Lay-away or savings plan options available

f. In addition to providing details requested above for your Cost Proposal, Offerors must complete the Excel file Appendix C – Bidding Schedule. This file contains instructions for submitting costs that will provide Clemson with a single cost number that will be used in our evaluation. See file for specific instructions.

C. Please follow submittal requirements outlined in the Bid Attributes in the online bidding system for breakdown of proposals that must be submitted.

D. The successful Offeror shall provide satisfactory evidence of all required insurance coverage and licenses PRIOR TO PERFORMANCE.

E. Be sure to see the Event Activities in the online bidding system for details on deadlines for questions and/or pre-bid meetings.

F. Questions shall be submitted in the online bidding system under the Questions tab by the date and time listed in the bid event. Answers will be posted in the online system following the deadline date. All Offerors are charged with a duty to inquire. By submitting an Offer, represents that the offeror has read and understands the Solicitation and that its Offer is made

in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk.

III. SCOPE OF WORK / SPECIFICATIONS

A. Contractor Responsibilities

1. The contractor will hold the exclusive rights to manufacture, market, and sell Clemson University class rings.

2. Clemson University has an existing contract with the current ring box manufacturer (MTM) for the supply of ring boxes. The Contractor shall be responsible for placing orders and remitting payment for the ring boxes at the contracted price for ring boxes throughout the term of the ring box contract.

3. A copy of the current ring designs is included in Appendix B of the solicitation. These are the designs that must be used as the official rings by the contractor, unless the contractor receives the written approval of the University to change the design after contract has been awarded.

4. The contractor will be responsible for all costs associated with the design, marketing and ordering of the class rings as well as the ring ceremonies that will be conducted twice a year. This will include all advertising, flyers, postage and personal contact opportunities and event expenses. All work must be approved in writing by the University before being released to the general public.

5. The contractor must provide an accounting of all revenue derived from the sale of class rings on a monthly basis, which must contain, at a minimum, the following information:
    - Names of purchaser
    - Address
    - Year of graduation
    - Description of item purchased
    - Amount of total sales and revenues collected
    - Amount of commission paid to the University
    - Indicator of whether it is an alumni sale or a student sale

6. All commission payments are due 30 days prior to the close of each quarter. All sales as well as any refunds or cancellations shall accompany the transmission of commission payment. Monies earned in the form of commissions should be sent to the Clemson Alumni Association. *For further clarification, regardless of past practices or how it is done at other locations, commissions are to be calculated and paid quarterly based on non-refundable payments received by the Contractor in that quarter. It is NOT based on delivery of rings.*

7. The contractor will be required to communicate with and obtain the written approval of the University for all planned events, including any mail-outs or other written correspondence.

8. The Contractor must pay the Clemson Alumni Association any nominal space rental charges for the use of campus facilities for order-taking, delivery and servicing of rings, etc.

9. The contractor will provide any evidence, documents and testimony which may be requested by the University to assist in the filing, prosecution, settlement or appeal of any action or lawsuit, or potential action or lawsuit, in any court or in any state or federal agency, against any third party arising out of or related to the arrangement between the contractor and the University.

B. Licensing Restrictions

1. Clemson University intends to grant to winning Offeror a non-exclusive, non-transferrable license to use the Licensed Mark only on Clemson Class Rings for sale solely to alumni of Clemson University. The University shall exclusively own all worldwide right, title and interest in and to all United States and foreign trademarks, copyrights, service marks, trade secrets and other intellectual property in any way regarding use of the Licensed Mark, and to all derivative works and/or modifications thereto, including the Clemson Class Rings. Further, Clemson University has a trademark and licensing agreement with the Collegiate Licensing Company (CLC) of Atlanta, Georgia. The University will require that a standard royalty fee be paid to CLC for each ring sold. Currently the standard royalty fee is 16%, however proper notice will be given should this percentage change. Clemson is given exclusive rights to a licensee for this product. The rate may increase during the period of this contract, but the awarded vendor will receive a 12 month notice of any rate increases from Clemson/CLC.

2. *At the end of each fiscal quarter, the Licensee shall submit to (i) CLC, (ii) the appropriate contacts within the Alumni Association, and (iii) the Director of Licensing, a report detailing sales, which includes the number of products sold and total sales figures. Funds shall be remitted to CLC at the time required by the licensing agreement between Licensee, CLC, and Clemson. Any failure to timely submit required information to Clemson and CLC, or to timely remit any royalties due to CLC, shall subject the Licensee to a late fee equal to one percent (1%) of the amount owed, which shall accrue and compound daily until paid in full.*

C. Requirements

1. MANUFACTURING AND WORKMANSHIP:

   a. Samples: Each manufacturer will send at its expense a sample of the Clemson class rings to be manufactured for consideration by the Clemson Alumni Association. All

sample rings submitted must meet all requirements stipulated in these specifications. All sample rings will be returned to the submitting manufacturer at the manufacturer's expenses. The sample ring of the contract-winning manufacturer will be retained as a standard for comparison or for such use as the Clemson Alumni Association may desire.

b. Inspection and Testing: Any ring may be picked at random for assay and other testing. The ring(s) will be sent to an independent testing laboratory for testing. The cost of such test will be borne by the manufacturer. More than one ring may be sent during a school year at the expense of the manufacturer and at the discretion of the Clemson Alumni Association.

c. Manufacturing: Rings are to be manufactured in accordance to the specifications contained in Appendix A.

d. Workmanship shall be first quality in every respect. All measures necessary to ensure a first class job shall be taken.

e. Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible thereof. Deviations must be explained in detail on separate attached sheet(s).

f. Your ring sample must state clearly where it is manufactured (City, State and Country) and it is expected that this will be the location the rings will be manufactured throughout the contract. Do not provide a sample made in one place and then begint o sell a ring manufactured at a potentially lower cost/quality location later on.

2. SALES AND CUSTOMER SERVICE

a. ORDERING

1) Orders must be able to be accepted electronically.

2) For campus ordering dates, the manufacturer must send at least two representatives with necessary supplies to handle sizing and try-ons.

3) The manufacturer will assume the cost of shipping all supplies for ring sizing, try-on and delivery.

b. ASSISTANCE AND WARRANTY

Service Policy: A copy of the manufacturer's service policy will be submitted with bids. The service policy must include, but not be limited to, the following items:

1) Duration of the service policy agreement.
2) Repairs - charges (if any)/number of repairs permitted.

3) Final authority for settling a dispute arising between an individual and the manufacturer.
4) The manufacturer will correct any defects in material or imperfect workmanship for an unlimited period and will replace any ring found to be unsatisfactory. This stipulation does not cover the repair or replacement for rings mutilated by accident of subjected to unusually hard wear.

c. RING CEREMONY
Ring ceremonies are held twice annually with a fall ceremony and a spring ceremony.

d. DELIVERY

1) Delivery shall be F.O.B. destination. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the individual placing the order. Any claim for loss of damage shall be between the contractor and the carriers. Rings shall be delivered within at least ten weeks after manufacturer's receipt of order.

2) The contractor shall be required to maintain or to have available for his own use an inventory sufficient to make shipment within the time frame stated in the bid.

3) All deliveries must require a signature upon delivery.

IV. TERMS AND CONDITIONS – SPECIAL

A. **AWARD CRITERIA:** Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Multiple factors may be weighted equally to one another as well. Once evaluation is complete, all responsive Offerors will be ranked from most advantageous to least advantageous.

1. Financial Proposal*(50%)
    a. Cost of rings to students and
    b. Commission to University
2. Marketing and Promotional Plan (30%)
3. Sales, Customer Service and Warranty Offering (10%)
4. Manufacturing Workmanship (10%)

*since the math of how we were evaluating the financial proposal was questioned in the RFP, Clemson would like to clarify that both the cost to the students and the amount of commission shared to the University are equally important to Clemson. Therefore both are weighed 50% of the overall points available for this award criteria. Further, since the commission has both an annual guarantee and an amount based on rings sold in ````````FY 25-26, the 50% for commission will be based on the larger of those two amounts. If an Offeror has any question about the math

Clemson is using to obtain a value for evaluation, please contact the procurement officer as soon as possible but PRIOR to submitting your offer.

V. APPENDICES TO SCOPE OF WORK

Appendix A – Technical Specifications, see below
Appendix B – Ring Design, see below
Appendix C – Bidding Schedule located under attachments tab in the online bidding system
Appendix D – Ring Sales for past 5 years

APPENDIX A
Technical Specifications

1. All rings where applicable are to be made of 10 Karat (10k) quality U.S. Government specifications, and Offeror will permit assay by the United States Bureau of Standards, or Lucius Pitkin, Inc. of any ring at the expense of the Offeror.

2. All rings are to be no less than 210 Brinell Hardness nor to exceed 225 Brinell Hardness.

3. Each ring is to be furnished in an oval contour to insure a more proper fit.

4. Engraving of full name, city, and state of each individual inside the band of each men's ring and engraving of full name inside the band of each ladies ring without additional charge to the prices stated herein.

5. All rings are to be manufactured in a one-piece shank construction by die induction with bezels welded thereon by induction heat, thus eliminating the use of solders. The palm side of all rings will be seamless. All stones and or panels will be set and hermetically sealed against the accumulation of soaps and grits. All detail will be in deep dimension and contoured to resist wear.

6. Vendor must guarantee delivery of rings within ten weeks of placement of order.

7. Clemson University retains all design rights and rights for the sale of these rings by its duly authorized selling agent. Vendor must guarantee not to furnish these rings to any person or persons whatsoever other than individuals deemed eligible as determined by university procedures. Any vendor in violation of these procedures will be subject to prosecution and removal from future RFP lists.

8. *All ring options listed below MUST be included in your base pricing proposed in your cost proposal. Items where there are options (CU or Greek letter for example), must be bid as a single price – do NOT bid as an additional "optional" fee for one or the other.*

9. The Clemson University class ring collection consists of the following styles:

Men's Ring University Style (large)

-19.5 pennyweight – closed back only

- 13x11 mm Fired Black Enamel panel with traditional Clemson "C", Palmetto tree and graduation year date in top of ring

- 13x11 mm Flat Black Onyx or Black Spinel stone with the traditional Clemson "C", palmetto tree and graduation year encrusted in the stone

-

Men's Ring Collegiate Style (Medium)

-16 pennyweight – closed black only

- 12x10 mm Fired Black Enamel panel with traditional Clemson "C", Palmetto tree and graduation year date in top of ring

- 12x10 mm Flat Black Onyx or Black Spinel stone with the traditional Clemson "C", Palmetto tree and graduation year encrusted in the stone

Ladies Ring Miniature

-6 pennyweight – closed back only

- 9X7 mm Fired Black Enamel panel with traditional Clemson "C", Palmetto tree and graduation year date in top of ring

Ladies Ring Oval Dinner Style

-5 pennyweight – closed back only

- 15mmx7mm Black Onyx or Black Spinel stone with traditional Clemson "C", palmetto tree and graduation year date encrusted in the stone. This ring must be offered with the incised (not molded) degree on one side and a choice of "CU" or Greek Sorority letters on the other side.

- 15mm x 7mm Fired Black Enamel panel with traditional Clemson "C", Palmetto tree and graduation year date. This ring must be offered with the incised (not molded) degree on one side and a choice of "CU" or Greek sorority letters on the other side.

Men's Ring "Clemson A&M College"

-13.2 pennyweight- closed back only

-12x10 mm Fired Black Enamel panel with traditional Clemson “C”, Palmetto tree and “60” graduation year date in top of ring

-12x10 mm Flat Black Onyx or Black Spinel stone with the traditional Clemson”C”, Palmetto tree and graduation year encrusted in the stone.

APPENDIX B

Ring Design



Picture #1 – A&M Design



Picture #2



Picture #3



Picture #4



Picture #5



Picture #6



Picture #7

APPENDIX D
Ring Sales for Past 5 Years

Clemson Ladies Oval	Metal	2021 Units	2022 Units	2023 Units	2024 Units	2025 Units
	10K White	195	195	205	211	181
	10K Yellow	1,726	1,847	1,882	2,178	2,204
	14K White	19	31	33	27	37
	14K Yellow	224	305	325	416	457
	18K White	6	1	4	4	4
	18K Yellow	18	34	24	49	46
	ARG	55	33	45	49	61
	CEL	136	86	67	72	110
	Total	**2,379**	**2,532**	**2,585**	**3,006**	**3,100**

Clemson Traditional Large	Metal	2021 Units	2022 Units	2023 Units	2024 Units	2025 Units
	10K White	4	1	2	1	3
	10K Yellow	59	50	79	108	109
	14K White	0	0	0	1	1
	14K Yellow	9	8	22	12	15
	18K White	0	0	0	0	2
	18K Yellow	1	1	3	4	5
	ARG	3	2	2	8	10
	CEL	10	14	6	11	13
	Total	**86**	**76**	**114**	**145**	**158**

Clemson Traditional Medium	Metal	2021 Units	2022 Units	2023 Units	2024 Units	2025 Units
	10K White	57	57	55	54	65
	10K Yellow	1,360	1,432	1,366	1,461	1,435
	14K White	6	8	7	11	6
	14K Yellow	98	113	120	162	140
	18K White	5	1	2	2	0
	18K Yellow	14	21	23	18	0
	ARG	24	25	30	52	67
	CEL	162	131	67	93	154
	Total	**1,726**	**1,788**	**1,670**	**1,853**	**1,867**

Clemson Traditional Ladies Small	Metal	2021 Units	2022 Units	2023 Units	2024 Units	2025 Units
	10K White	8	6	11	9	6
	10K Yellow	44	29	47	68	53
	14K White	1	0	2	1	2
	14K Yellow	7	8	3	10	10
	18K White	1	2	0	0	0
	18K Yellow	2	5	1	1	0
	ARG	2	4	6	5	4
	CEL	9	9	5	9	14
	Total	**74**	**63**	**75**	**103**	**89**

Exhibit D

Office of
PROCUREMENT AND
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Addendum 1 to Clemson University's

Bid # 216033715

Any changes to the original scope reflected in these answers will take precedence over any information in the original Bid solicitation. Any information not addressed specifically in this amendment will remain as stated in the original Bid solicitation.

Addendum 1 is being issued to answer questions that were submitted from potential bidders in the online bidding systems.

1. What is the contracted price for the ring boxes?
   ANSWER: The current price is $33.69.

2. In one place the minimum rebate per ring says $250 but in another is says $275.
   ANSWER: The commission price $275.

3. What gold base price should be used?
   ANSWER: The current price.

4. Do you have ring sales breakdown by Spring ceremony and Fall ceremony?
   ANSWER: Spring 2024=2,164, Fall 2024=2,577, Spring 2026=2,156, Fall 2025=2,729, Spring 2025=Total ring sales for the last % years is included in scope of work.

5. Verify Minimum Commission: Can you please verify the required minimum commission amount, is it $275 or $250? a. Per Section II, B.3.B (page 5): A minimum commission of two hundred seventy-five ($275.00) per ring must be offered. b. Per Appendix C Bidding Schedule: Commission ($) returned to Clemson for each ring sold (must be > or = to $250 per ring)
   ANSWER: $275.00

6. Licensing (III. SCOPE OF WORK / SPECIFICATIONS, Section B, page 7) Is there an opportunity to reduce the licensing rate in order to provide additional cost savings to the school or enhance the financial offer to the University?
   ANSWER: No

7. Evaluation Process Will the committee entertain presentations in person?
   ANSWER: At this time, no.

CLEMSON UNIVERSITY PROCUREMENT
391 College Ave Suite 203, Clemson, S.C. 29634-5106
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Office of
PROCUREMENT AND
BUSINESS SERVICES

8. Legal Review and Modifications for 'Standard Bidding Terms and Conditions Rev G" - Under Insurance paragraph (page 7 & 8) – request to delete the following two sections: (i) Upon request, the Contractor shall furnish the University with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. The University reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this clause, at any time. (l) Any deductibles or self-insured retentions must be declared to and approved by the University. The University may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
   ANSWER: Will be reviewed after bid closing.

9. What are the current commission rates and guarantee amounts?
   ANSWER: Commission is $250 per ring.

10. What additional incentives/sponsorships are currently being provided and in what amount?
    ANSWER: $25,000 per semester to support the Ring Ceremony. 5,000 Ring Crest Key Chains for the incoming Freshman Class.

11. How many ring ordering events are there per semester?
    ANSWER: Refer to page 9, c. ring ceremony.

12. What is the current gold $/oz that the current catalog pricing is based upon?
    ANSWER: $4,307.