



COMMONWEALTH OF VIRGINIA

**NOTICE OF AWARD**

DATE: **11 February 2019**

PROJECT: ***Trademark Licensing Program***

IN RESPONSE TO RFP # **V211-19-076**

OFFEROR: **Learfield Licensing Partners, LLC  
8900 Keystone Crossing, Suite 605  
Indianapolis, IN 46240**

Contracting Officer: **MAJ Lynn W. Carmack, CUPO, VCCO, CPSM, CPPO**

# VIRGINIA MILITARY INSTITUTE

Lexington, Virginia 24450

PROCUREMENT SERVICES  
Phone 540-464-7323  
Fax 540-464-7669

## COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract Number: V211-19-076

This contract entered into this 4<sup>th</sup> day of February 2019 between Learfield Communications LLC d/b/a Learfield Licensing Partners, LLC, SSN/FIN: 90-0776492, hereinafter known as the "Contractor" and the Commonwealth of Virginia, Virginia Military Institute, hereinafter known as "VMI" henceforth.

**WITNESSETH** that the Contractor and VMI, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF CONTRACT:** The Contractor shall provide all labor, supervision and resources necessary to act as VMI's exclusive agent in the development and implementation of a collegiate trademark management program.

In addition to the contractor proposal, contractor agrees to provide VMI the following:

- \$2K annual brand development fund – a portion of which is to be used in support of the VMI Employee Wellness Program.
- Exemption from licensing fees for VMI class ring purchases.
- An unpaid summer internship for a qualified Cadet.

**PERIOD OF PERFORMANCE:** April 1, 2019 through March 31, 2024 with an option to renew annually for five (5) additional one-year periods.

**CONTRACT DOCUMENTS:** The contract documents shall consist of:

- (1) This signed form
- (2) The Contractor's Proposal/Bid and any modifications, if applicable.
- (3) The General Terms and Conditions
- (4) Special Terms and Conditions as required

**IN WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

**CONTRACTOR:**

By: Will A. Hunt

For: Learfield Licensing Partners, LLC

Title: VP & General Counsel

**VMI:**

By: Lynn W. Carmack

MAJ Lynn W. Carmack, CUPO, VCCO, CPPO, CPSM

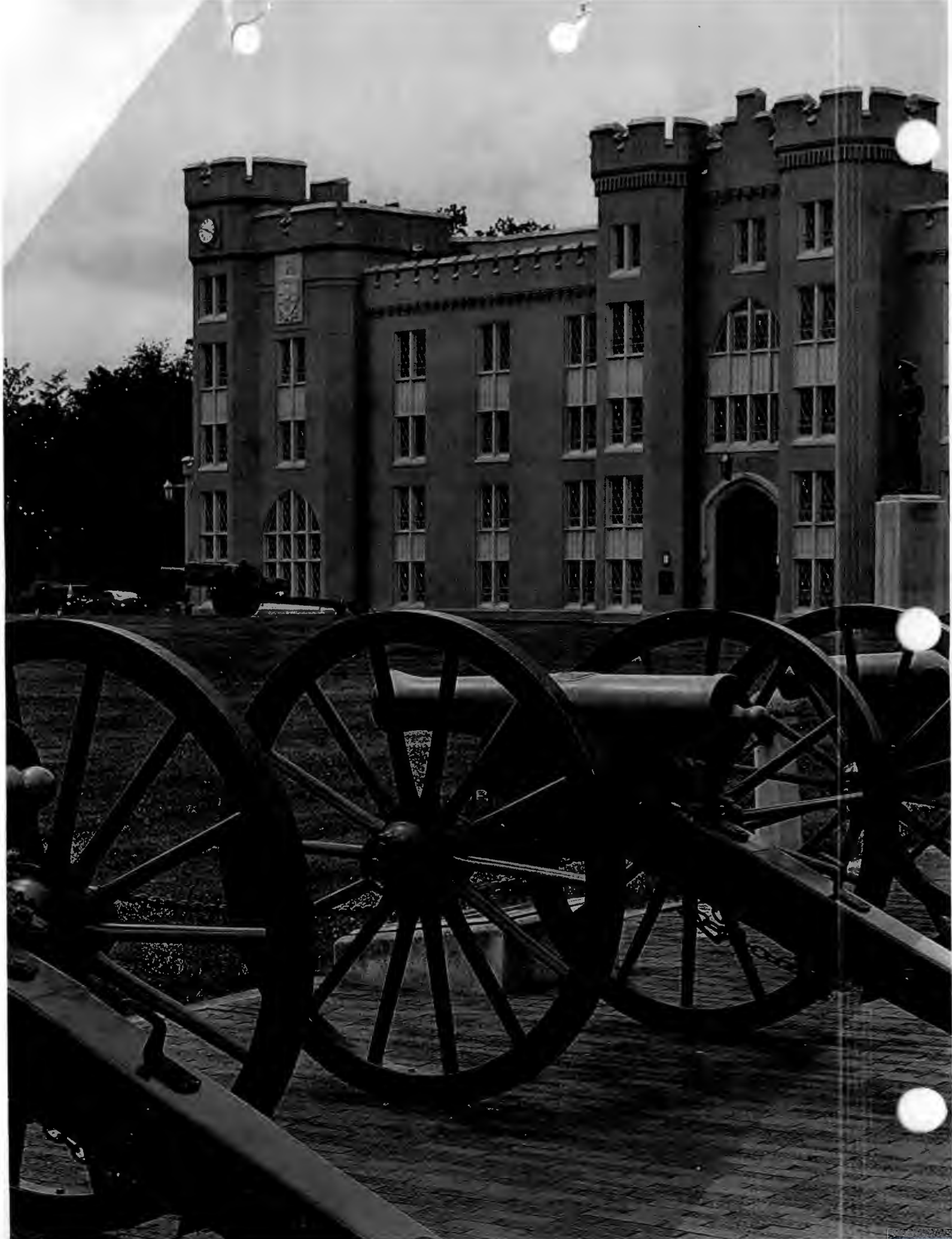
For: Virginia Military Institute

Title: Assistant Director, Procurement Services




***Learfield***  
LICENSING PARTNERS

Virginia Military Institute  
Licensing Services Proposal  
ORIGINAL







Dear Committee,

Thank you for the opportunity to respond to the Virginia Military Institute RFP. Learfield Licensing is honored and excited by the invitation to extend our five-year partnership and continue to build brand equity in such a storied and exceptional institutional brand.


Much as the collegiate licensing space has changed significantly, so too has Learfield Licensing during just this RFP process. As you're likely aware both from notifications to individual parties and through the news, there has been a monumental change in the industry with the two foremost multimedia rights and collegiate licensing leaders in Learfield and IMG College merging into one innovation-driven entity.

With change comes opportunity. Our promise to be devoted brand stewards of the VMI brand hasn't changed though, nor will it as our services, systems and processes evolve. Rather, as our company adapts and grows, our collegiate partners will benefit from the expertise and commitment from a robust, unrivaled team of industry experts in the fields of retail, licensing, manufacturing and marketing. Comprised of former licensing directors, university staff, licensees and retailers, we understand both market opportunities and the goals and aspirations of the Keydets brand.

We are certain that we will continue to grow the VMI brand to nothing short of spectacular!

Thank you for your time.

Sincerely,



Bob Bernard, CEO/President  
Learfield Licensing

**PROPOSAL DISCLOSURE:** Some of our descriptions and exact services listed in this RFP response will change and improve as a result of the recent merger between Learfield and IMG College. Because the merger was approved December 31, 2018, we are in the beginning stages of formalizing our joint processes and structure as a merged company. We remain committed to providing best-in-class licensing services and are excited for what this merger will add to your brand as a committed partner.

## **SECTION B**

3. Letter of Interest: Provide a letter of transmittal that includes a short explanation of your firm's interest in, and qualifications for assisting VMI.

Please see attached documentation.

3.A. Operating structure and geographic locations, including those portions of the offeror's organizations which would provide direct support to the implementation and management of this program.



**JIM CALDWELL, REGIONAL VICE PRESIDENT - WINSTON-SALEM, NC**

Jim joined Learfield Licensing in 2004 and oversees several of Learfield Licensing's largest university accounts. Jim is located in Winston-Salem, NC and has been instrumental in working with both licensees and retailers to increase brand exposure and product offerings for clients, and has created opportunities for growth for his clients beyond normal local and regional channels. Jim received his bachelor's degree in sociology from Wake Forest University and was a three-time letter winner at wide receiver for the Demon Deacon football team.



**ERIC GORDON, BRAND MANAGER - INDIANAPOLIS, IN**

Eric works directly with partner schools to manage, promote, market, protect, distribute and drive revenue of the school's brand through licensed merchandise. Prior to his ascension to this role, Eric worked for a year and half as a licensing coordinator for Learfield Licensing. He has a deep familiarity with the college athletics landscape having spent time at several highly reputable companies within Learfield Sports. These include SIDEARM Sports where he worked for two years in sales, marketing and technical support roles as well as Learfield where he did administration and research for company executives. He is 2015 graduate of Syracuse University with degrees in public relations and economics.

3.B. Experience in providing the services described herein. Specifically address higher education experience and expertise.

When working with Learfield Licensing, VMI gets the expertise of the biggest and most experienced team in the collegiate licensing industry. Our company's core is built around strategic hiring of top industry personnel and working alongside strong licensing directors on campus. To best serve our clients, we believe our team should have intimate knowledge of all areas of the collegiate licensing business. Accordingly, our team consists of experts in the fields of retail, licensing, manufacturing and marketing. Expertise in all facets of the collegiate licensing business reside at Learfield Licensing with former licensing directors, university staff, licensees, retailers and bookstore managers. Our experience combined with the relationships built throughout the industry and our extended organization allow us to elevate our partners by delivering extraordinary, best-in-class brand licensing solutions through expansive analytics, bold innovation, imaginative marketing and robust enforcement.

4.A. Corporate history, ownership and experience in providing the services described herein

On December 31, 2018, our parent company Learfield, merged with IMG College to create a new collegiate multimedia rights entity, Learfield IMG College.

In 2014, Learfield purchased two licensing agencies, Licensing Resource Group (LRG) and Strategic Marketing Affiliates (SMA). For the past four years, Learfield Licensing Partners has operated as a merged company. Merging the two agencies has created an incredibly strong licensing agency. We combined the strengths of both companies and provide unprecedented services to our university partners. The reason that both LRG and SMA sold to Learfield was synergy. Both companies knew that to service our university partners and ensure we are positioning their programs for the future, additional resources were needed. This merger has expanded Learfield Licensing's capabilities and resulted in our university partners experiencing unmatched growth from the synergy of merging the two companies. Our purpose, vision and mission are all aimed at servicing our partners – it is about you, VMI.

4.B. Salient facts relative to other similar accounts to include information relative to type, size, location, responsibilities and owner.

Learfield Licensing Partners has a strong presence both in the state of Virginia with peer institutions along with clients in the Southern Conference, including East Tennessee State, Mercer, Samford, Western Carolina University, and Wofford.



4.C. Provide current references with one or more institutions of higher education. Provide a complete list of all substantively comparable college and university assignments within the last five years, including the institution, time period of assignment and amount of revenue dollars achieved during the assignment.



**RICH DEMARCO**

Assistant AD/Broadcasting and Licensing  
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**BARB MASON**

Manager of Trademark Licensing  
East Tennessee State University  
masonb@etsu.edu  
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**DEBBI THOMPSON**

Director of Alumni and Parents Programs  
Wofford College  
thompsondn@wofford.edu  
864-597-4185

Learfield Licensing Partners protects the data privacy and does not provide royalty and financial data of its partner universities. However, below are similar institutions and royalty growth from first assignment with Learfield Licensing Partners.

<b>SCHOOL</b>	<b>GROWTH (%)</b>	<b>FY</b>
Adelphi	45.34%	13-14
Army	66.27%	16-17
Idaho	43.52%	16-17
Wayne State	106.40%	16-17
San Jose State	24.25%	16-17
McNeese State	72.93%	15-16
Eastern Michigan	3.70%	15-16
Albany	210.69%	13-14
Jacksonville State	195.25%	13-14
East Tennessee State	40.50%	15-16
Wofford	52.06%	13-14
Samford	51.17%	13-14

## STATEMENT OF NEEDS

5.A. Provide specific responses to each of the general and specific requirements describing your company's ability to provide those requirements and/or requests.

Learfield Licensing acknowledges the eight items listed within this RFP's "Statement of Needs" section and is confident it has the personnel, resources, and expertise to provide VMI with each service that VMI expects of the awarded contractor. Our specific responses to who, want, when, where and how Learfield Licensing will provide those services are described in detail below.

5.B. Provide evidence that firm has a solid base network of collegiate licensed vendors.

Please see the appendix on the flash drive submitted for a list of our clients.

5C.. Provide a list of all available services.

We provide the following services for our clients: full license management, royalty collection and accounting services, legal and trademark search/registration assistance, trademark enforcement/anti-counterfeiting services, Trademarx artwork software, marketing, merchandising and brand development services and data analytic services.

5.D. Discuss licensee audit process/measures approval.

Learfield Licensing has a comprehensive audit department that works on behalf of our client institutions, as well as major independent programs such as Indiana, Southern California, Iowa, Dartmouth and Princeton. We handily conduct over 100 audits a year. Audits are a part of our comprehensive offering of services when partnering together. The only exception of incremental costs is if a client specifically requests an on-site visit at a certain licensee.

Our top 200 licensees are frequently selected for audits as the majority of our partners' revenue comes from that group. The results from past audits are also taken into consideration, if a licensee had a lot of errors in the past, they are more likely to be audited frequently. If there have been any system conversions, we flag the licensee because those transitions can increase the likelihood of errors.

Universities are able to contact their brand managers with any audit concerns and requests. The brand manager will discuss the request with the audit department and schedule the licensee into their rotation. If a client is interested in audit results, brand managers can run a report at any time which shows any recoveries for our clients.

Our structure allows our internal auditors to work directly with our royalty collection managers, legal department and security hang tag personnel. Not only does Learfield Licensing ensure that our client institutions are receiving the correct royalties, we also take time to educate licensees throughout the process on appropriate royalty reporting practices.

Based upon Section 10 of the Standard Licensing Agreement, Learfield Licensing has the right, at any point in time, to review the quarterly sales and royalties reported to Learfield Licensing by a licensee, as far back as three years. An audit will typically take place on a three year rotation, but can happen as often as annually, based on factors which Learfield Licensing determines are sufficient enough to conduct an audit on a more frequent basis.

The start of the audit process begins with reviewing all licensees, which entails reviewing the amount of quarterly sales and royalties being reported, determining when the last audit was performed, analyzing risks that could potentially be associated with this licensee and other factors we determine could warrant the need for an audit to take place. Once a licensee has been selected, an initial communication will be sent to the licensee by the audit manager, informing them a routine audit has been opened. The communication that is sent out has a compiled list of items which are required to execute an effective audit of the company's sales and royalties.

The request list consists of the items listed below:

- Electronic sales ledger broken down by quarter consisting of the; school name, invoice number, date of transaction, sales price, royalties calculated and customer.
- Ability to request specific invoices for certain sales.
- Verification of appropriately used CLPA hang tags on merchandise





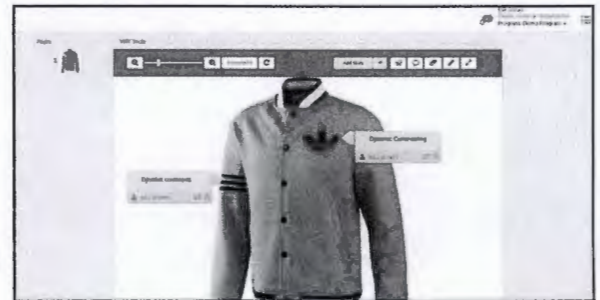
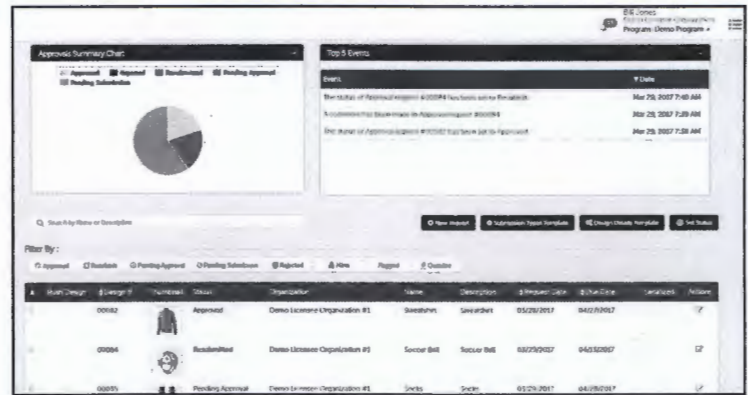
## 5.E. Describe electronic design/product approval process if available.

Artwork approval is completely integrated within your current system, the Trademarx artwork distribution solution and assists users in submitting, reviewing, approving and archiving artwork in one central location. One distinct difference between Learfield Licensing and other agencies is that the brand owner, not us, retain control of the artwork approval process from start to finish. Among other benefits of your daily involvement, this encourages an open dialogue between you, your licensees and us throughout the process.

Licensees may submit a design for review quickly and easily by accessing the interactive submission form, which acts as an online "wizard" that guides them through the submission process. Upon completion of the form, the licensee may upload a design file for review. The system handles numerous file types and manipulates the file into a universal file type that allows the licensor to interact with the design. It also alleviates the need for special graphic software and dissolves the problems that may occur when graphics are submitted in too large of a format for a particular computer's capabilities. The Trademarx artwork approval solution is quick and efficient, and licensees consistently praise its usability and the quick turnaround in the design approval process.

Your licensing contact will be notified via e-mail when designs have been submitted for their review. By clicking on the link provided in the e-mail, you will be able to access the review screen, which includes all of the information pertinent to a particular design, along with the design mark-up tool. This tool allows the user to view the design, then interact with it by zooming in or out for a better view; mark specific areas for change directly with a virtual post-a-note; print the artwork with post-a-note annotations; and save the design with annotations.

From there, you may approve or deny a design and submit the design and comments back to the licensee for review and revision. Users can also utilize the reporting features to track the number of design submissions by various date ranges, and break information down by licensee or decision (approved, denied, etc.). Users are also able to conduct a custom search for one particular design, view designs by date, licensee, or product, or browse the entire list of submissions, both current and past.



## 5.F. Describe services provided as a consortium of Colleges and Universities.

### RETAIL & LICENSEE DEVELOPMENT

Our retail and licensee development team is in constant contact with top licensees and national retailers on behalf of all our partner clients. Both retail development and brand management teams present opportunities for retail growth by educating the retail buyer in regards to the school's history, significance in the community, athletic success, student demographics and alumni data.

The following map showcases retailers that we are in frequent contact with:





## NATIONAL MARKETING PROGRAMS



### Hispanic Heritage Collection

Alongside New Era, Learfield Licensing conceived and executed the launch of the Hispanic Heritage Collection in honor of Hispanic Heritage Month. In its second annual year, the 2018 Hispanic Heritage Collection featured 22 schools. To ensure authenticity and a dynamic line, Learfield Licensing signed seven nationally and regionally-known Hispanic artists to interpret and lead the design of the headwear.

The program included social media marketing and promotion by both the artists and schools, nearly 340 media pickups (including by NBC News and Telemundo), in-store signage supporting the program and customized videos for digital marketing. On a more localized level, two of our artists, El Nacho and Daniel Angeliu, created a live mural before a Houston football game just outside the stadium.

National and local retailers reported overall sell-through was well above average standard sell-throughs of respective school licensed headwear.



### National Tailgate Weekend

Learfield Licensing developed college's newest holiday, National Tailgate Weekend. The annual holiday is the first weekend of October after the initial saturated channels of September. The multi-faceted program was promoted through in-store experiences with custom signage and displays replicating the gameday tailgate setup. The holiday was featured on retailer and licensee homepages with supporting banners, email marketing, search engines and retargeting. Licensees support the holiday by offering discounts and prizes, gifts with purchase and promoting through their own social media and e-commerce platforms. Influencers with followers of more than 800,000 were utilized to reach fashion and lifestyle blogs. Universities, retailers, licensees and fans all contributed to hype the holiday on social media with posts flooding Facebook, Twitter and Instagram.

National Tailgate Weekend was featured in various traditional media outlets, including Forbes, Business Insider and World News, totaling more than 40 million impressions.

Retailers reported strong sales across all participating platforms with tailgate merchandise experiencing double-digit growth. Athletic apparel also experienced significant growth.





Operation Hat Trick

In honor of true American heroes, Learfield Licensing Partners continues to collaborate with '47 and Operation Hat Trick (OHT), a nonprofit organization supporting the recovery of wounded service members and veterans, to promote local military organizations on college campuses nationwide by honoring veterans in-game, creating a military scholarship and sending veterans prize packs.

Twelve collegiate institutions partnered with Learfield Licensing (UAlbany, Army West Point, UC Berkeley, Campbell, Hofstra, Loyola Marymount University, North Dakota State, Northwest Missouri State, UNC Wilmington, Vermont and Western Michigan University) in conjunction with their own military appreciation football or men's basketball games, have aligned with '47 and OHT to honor veterans at games by donating hats to those veterans. Proceeds from the headwear sales went directly to help dozens of organizations that provided direct services and support to wounded service members and veterans

To help further support and raise awareness of OHT, Learfield Licensing, in partnership with Western Michigan University (WMU) and its Office of Military and Veteran Affairs, established an annual OHT Scholarship. A portion of the proceeds of all OHT merchandise sold at WMU helps fund the OHT Military Scholarship, awarded each fall to a WMU student veteran. The winner of the first annual OHT scholarship was Paul Kidd, a Marine Combat Veteran and WMU student. He was recognized during WMU's Salute to Heroes Football game on Thursday, November 1.



5.G. Describe how revenue payments will be made.

Royalty payments are remitted directly to Learfield Licensing and will be deposited in a special account maintained exclusively for the Universities at Learfield Licensing's financial institution. VMI receives a detailed royalty report including all revenues, minus our commission and approved expenses. Each report will cite from what programs revenue was received, including athletic conference licensing programs, special event licenses, and promotional programs. Through Trademarx, VMI will have the ability to run reports in real-time ensuring you have the most up-to-date information regarding your program.

ROYALTY REPORTING CYCLE

Royalty Reporting/Payment Cycle Summary											
July	August	September	October	November	December	January	February	March	April	May	June
Q1 Sales Occur			Q2 Sales Occur			Q3 Sales Occur			Q4 Sales Occur		
			Q1 Royalties Reported/Paid To LLP			Q2 Royalties Reported/Paid To LLP			Q3 Royalties Reported/Paid To LLP		
						Q1 Royalty Settlements Sent to school			Q2 Royalty Settlements Sent to school		
									Q3 Royalty Settlements Sent to school		



#### 5.H. Discuss efforts that will be used to increase or grow royalty revenue

Your presence at retail will not expand by companies looking at your retail landscape on a spreadsheet. It will be expanded by people in the market, completely understanding your brand's identity and being able to emote concrete reasons why it is a good investment of retail floor space to carry your products. Learfield Licensing's retail staff is dedicated to developing, maintaining, and maximizing retail relationships on behalf of our clients. We meet with buyers at retail headquarters on the national and corporate level of numerous retail chains to market our clients and their branding programs at the highest level. We provide demographics and information about each partner and the branding strategies we are creating to demonstrate the buying power behind each brand. We then work with appropriate district, regional, national and local contacts to help find the right licensees to supply the product. Together we find the right kinds of signage, promotions, campaigns or programs to help draw consumer attention to the products. National buyers have come to respect and appreciate Learfield Licensing's philosophies and "we should all benefit" approach. At a local level, our brand management team is consistently looking for opportunities to grow your brand through local merchants in the areas around campus.

Additionally, the retail and licensee development team is in constant contact with top licensees and national retailers. Both retail development and brand management teams will present opportunities for retail growth often by educating the retail buyer in regards to the school's history, significance in the community, athletic success, student demographics and alumni data. We find the best opportunities for retail growth in all product categories.

Your brand manager, Eric Gordon, is a seasoned industry expert that will constantly be looking for opportunities to help grow your brand and in turn your royalty revenue. Through frequent communication, Eric will keep you up to date on industry standards and identify special campaigns and promotions to help drive additional sales.

#### 5.I. Identify procedures to enforce organized trademark procedures to monitor vendors/producers of merchandise imprinted with VMI logos, marks and indicia.

Learfield Licensing provides support in enforcing the correct usage of each of our institutional partners logos, marks, and indicia by requiring licensees to submit all artwork for University approval through our Trademarx platform prior to the production of any merchandise bearing VMI's marks.

Trademarx serves as the primary platform for licensees to access and download each of our institutions graphic standards and where licensees and universities can communicate with each other regarding artwork submissions and approvals. All submissions and approvals are saved within Trademarx and visible for VMI, licensees, and Learfield employees to reference in the event there are any disputes or concerns whether approval of the use on a licensed product has been granted as it appears in the marketplace. Also, if there are any addition of new marks or modifications to an existing institution's marks and/or standards, those edits are always promptly communicated to all licensees.

Should Learfield Licensing or our institutional partners uncover systemic non-compliance with any licensee's requirements, Learfield Licensing's legal and administration team remain available to enforce the contractual obligations of the licensees and impose any fees or penalties necessary. marks requires an additional commitment and a more sophisticated approach. Learfield Licensing, in collaboration with OpSec Security, offers InSight Online to our clients. InSight Online allows our team to upload federal trademark registrations and conduct sweeps on websites including Amazon, Facebook, Etsy, Ebay, Craigslist and Café-Press. We examine the results of these sweeps weekly, check the products that are unauthorized and submit bulk violation reports right within the InSight Online system for removal.

#### 5.J. Discuss instances that may require travel on VMI's behalf.

VMI has full discretion on the utilization of the proposed brand development fund provided by Learfield Licensing, which could be utilized for transportation costs should you wish to attend a brand workshop in Indianapolis, IN in the presence of all departments or for one of the many other conventions related to collegiate licensing (Tailgate Show, NACDA/ICLA). Should it be of interest, we'd also invite appropriate staff to accompany both Jim Caldwell and Eric Gordon as they visit local and regional retailers as they discuss opportunities and support for the growth of VMI licensed products.

Regarding our travel on VMI's behalf, our retail and licensee team travels to all major tradeshow and retail and manufacturer's headquarters for meetings to discuss the current state of the industry and how to grow the presence of every Learfield Licensing collegiate partner. Our brand management team focuses its attention on local and regional opportunities to ensure we'd leveraging all available retail channels and markets.

#### 5.K. Discuss how existing VMI agreements with licensees will be impacted by any resulting contract.

As the current licensing agency for VMI, there will not be any impact and licensees will continue to receive the best-in-class service in the industry.

5.L. Discuss how existing VMI agreements with licensees will be impacted by any resulting contract.

Learfield Licensing has continued to invest in its legal team in order to support our clients' enforcement needs. Our legal team includes four full-time licensing specific attorneys and support staff, who provides the University with expert counsel on a variety of topics connected with collegiate trademark protection, including online enforcement.

Learfield Licensing's legal team and brand representatives are very active in policing the local, regional and national marketplaces for unlicensed and unwanted uses of our clients' trademarks. This includes unauthorized use not only on merchandise, but within promotional materials and advertisements in local, regional, and national marketplaces. Not only is our team active in its policing efforts, but it is very successful in the removal of any unauthorized uses of our client institutions' trademarks. During the 2017-18 fiscal year, our legal team resolved over 80 percent of infringement matters in less than a week, resulting in over \$1 million worth of unauthorized merchandise being removed from the marketplace. Our goal is resolve 100 percent of the matters we identify and track each matter our team opens so we are able to send follow up notices until a matter is fully resolved. We also strive to educate infringing parties on trademark licensing, which occasionally results in the infringing party becoming licensed and/or sending notice of other infringing products and unlicensed vendors in the marketplace.

Our brand representatives are also continuously evaluating products in the local, regional and national marketplaces with data support from our internal Trademarx system. Upon discovery of unacceptable product quality, unapproved artwork or unlicensed merchandise, brand representatives alert Learfield Licensing's legal team who then appropriately address the issue. With a majority of enforcement matters occurring online, especially with the ease of distributing content on social media and ability to design and post flash sale websites, our legal team has developed several working relationships and become very familiar with popular social media and e-commerce sites to swiftly resolve infringement matters. As with all of our professional services, our team will work closely with University licensing, University counsel, and other appropriate University officials to create a legal strategy that provides the best possible outcome in the event of local, regional or national infringement matter arises.

While we have been extremely successful in our pursuits, we also realize that controlling unwanted use of our clients' marks requires an additional commitment and a more sophisticated approach. Learfield Licensing, in collaboration with OpSec Security, offers InSight Online to our clients.

5.M. Describe efforts to obtain compliance with the licensing program.

In addition to a fully staffed audit team who regularly conducts compliance reviews, Learfield Licensing's administration and legal teams work diligently to ensure compliance with the licensing requirements of each of our institutional partners.

Learfield Licensing's administration team makes a concerted effort to ensure new licensees are informed about their contractual obligations by providing each licensee with a virtual guide and conducting a welcome call as a part of their on-boarding process. These initiatives are focused on making certain the licensees have a clear understanding of how to complete their quarterly royalty reports and how to submit artwork for University review as well as any other obligations they might have. Learfield Licensing also conducts routine outreach to current licensees to inform them of any changes to our institutional partners licensing programs.

Also, our Standard License Agreement contains provisions to deter non-compliance by providing penalty fees for multiple violations of any contractual obligations from submitting artwork to late royalty reporting and late payments. Learfield Licensing's administration team and legal team work in together to efficiently address the non-compliance and impose any applicable fees or penalties.





5.N. Discuss your approach to the following:

VMI is currently a client so a launch plan will not be devised, but rather brand management will meet with you at the beginning of each year to devise strategies and activations that will be executed to increase the strength of the VMI brand and royalties. For the sake of transparency, below is our standard launch plan.

### **30 DAYS OUT**

- Startup call with brand manager and director of licensing to complete startup packet information including artwork, exemptions, licensees, etc
- Discuss on-campus meeting with brand manager
- National and local retail assessment by Learfield Licensing retail and licensee development team
- Develop list of local licensees with director of licensing
- Discuss Spring 2018 marketing initiatives with brand manager and director of licensing
- Identify and send notification and paperwork to licensees in order to begin transition – admin team

### **20 DAYS OUT**

- Follow up with licensees via email on transition paperwork – admin

### **15 DAYS OUT**

- Follow up with licensees via phone on transition paperwork – admin
- Finalize style guide and artwork for Trademarx software system
- Artwork approval webinar for Trademarx software system

### **LAUNCH DATE**

- First Week - Issue press release on partnership
- 30 Days In - Transition discussion with brand manager and VMI licensing director
- 2nd Quarter - Campus visit to build FY 18-19 marketing, retail and licensee strategy
- 3rd Quarter - Campus visit for fiscal year recap meeting
- 4th Quarter - Campus visit for local retail assessment and Spring 2019 strategy meeting



## 5.N.2. Accounting Services

Learfield Licensing processes and records all royalty collections (accounts receivable) via Trademarx, our web-based versatile trademark management tool. Learfield Licensing collects royalties by contract type, product category, and retailer. Our royalty management team ensures royalty collections for each institution are received, reviewed and marked as paid. Once they are processed, the quarterly royalties are tracked via Trademarx reporting (receipts by licensor) through the end of the royalty collection period. We also run daily reconciliation reports to ensure that data is entered accurately into the royalty management software.

At the end of the royalty collection period, Learfield Licensing prepares the royalty settlement for each client institution. We start with a thorough review of the quarterly receipts and daily reconciliation file to confirm accuracy and balance. Once we have confirmed data accuracy, we create a detailed royalty worksheet accounting for gross royalty collections and net royalties due to the school for the period.

Royalty payments are remitted directly to Learfield Licensing and will be deposited in a special account maintained exclusively for the University at Learfield Licensing's financial institution. Learfield Licensing sends clients the royalty letter, financial statement, quarterly report and payment within 30 days after the close of each calendar quarter. Institutions will receive a detailed royalty report including all revenues, minus our commission and approved expenses. Each report will cite from what programs revenue was received, including athletic conference licensing programs, special event licenses, and promotional programs. Through Trademarx, VMI will have the ability to run reports in real-time ensuring you have the most up-to-date information regarding your program.

## 5.N.3. Artwork Services

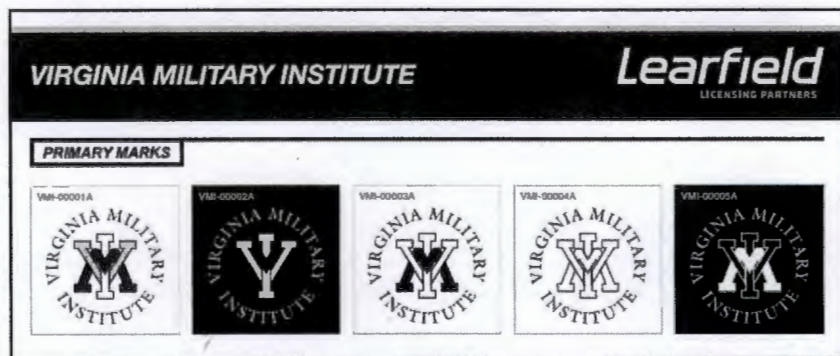
Trademarx's asset management module allows brand owners to upload and manage trademarked and intellectual property assets in a single cloud-based repository. Permission-based controls linked to existing agreements verify what users can see and access. Digital assets including brand style guides, color values, logos, trademark registration and much more can be quickly uploaded to the system and grouped for easy access. Brand licensing managers further benefit from a comprehensive history of asset usage and submissions. This enables complete online brand protection and is utilized by Trademarx's module to search, collate and report on potential online intellectual property violations.



### ADDITIONAL ARTWORK SERVICES

#### BRAND STANDARDS

Learfield Licensing works with the school's licensing contact to create and maintain a style guide that features the correct logos, colors and treatment of your trademarked property. We implement a rigid process that ensures accuracy and upholds your brand standard guidelines.



#### CHAMPIONSHIPS, SPECIAL EVENTS & PRODUCT LINES BRAND DEVELOPMENT

Additionally, the Learfield Licensing marketing team is able to create logos for special events, anniversaries and championship marks.





#### 5.N.4. Legal Services

Learfield Licensing's five person legal team, which includes four full-time licensing specific attorneys and a legal assistant, offers a variety of trademark registration, maintenance and enforcement services to its client institutions as needed and at no additional cost. Our legal team has decades of experience handling intellectual property matters, including those involving trademarks, copyrights, right of publicity, and licensing issues.

If there is an area of concern, you may directly contact your brand manager Eric Gordon and he will communicate accordingly with our legal staff. The legal team may reach out directly or pass along communication through Eric depending on the severity and urgency of the matter. Our legal team is highly proficient at handling contract compliance, trademark infringement and intellectual property issues in a timely fashion.

### **MOST EXPERIENCED AND ROBUST LEGAL TEAM IN THE INDUSTRY**

#### 5.N.5. Licensing Services

The administration staff of Learfield Licensing provides industry-level service to our licensee partners in a friendly, comprehensive and timely matter. Our administration staff processes licensee applications on average in three weeks. One of the benefits of working with Learfield Licensing is that our clients can be as engaged or uninvolved as they want. Our preference is to work with campus licensing stakeholders that are involved throughout the process and actively participating in its program.

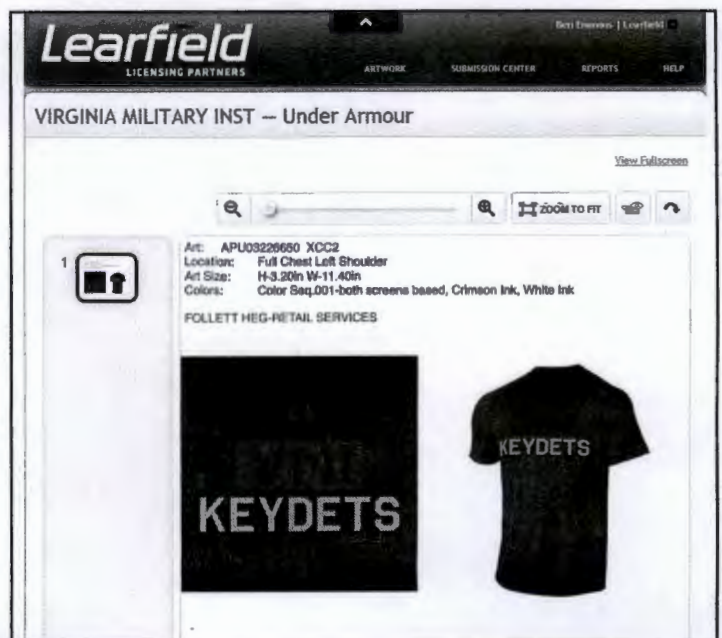
#### 5.N.6. Marketing Services

Learfield Licensing's core philosophy is to understand an institution and brand's individual identity and craft a holistic approach that solves its challenges, exceeds its goals and objectives and increases brand awareness. As a Learfield Licensing partner, you are not a number on a spreadsheet, but a true partner that we support and promote. Learfield Licensing takes a three-step approach to gaining an understanding of your licensing program that is:



#### 5.N.7. Computer Generated Approvals to Cut Costs

Artwork approval is handled entirely digital within Trademarx's artwork distribution solution and assists users in submitting, reviewing, approving and archiving artwork in one central location. One distinct difference between Learfield Licensing and other agencies is that the brand owner, not us, retain control of the artwork approval process from start to finish. Among other benefits of your daily involvement, this encourages an open dialogue between you, your licensees and us throughout the process.



## 5.N.8. EVALUATION OF TRENDS

Learfield Licensing's retail and licensee development team is in consistent communication with licensees on new trends, products and opportunities for expansion. Each quarter, we invite select licensees to our office to meet with our brand management, marketing, retail/licensee and administration teams to explore ways to grow with your school.

Our retail and licensee development team is also responsible in keeping our brand managers and our school up to date on current trends on fashion and product buying that may be affecting their business in a positive or negative way and the best way to response to these trends. The retail and licensee development team works closely with the school and brand manager to understand the uniqueness of your brand. Our marketing department creates programs and promotions that help increase our school's visibility and reach at retail.



*Please click on above picture for a link to our 2018 Sports and Licensing Tailgate Show Spotlight. PASSWORD: tailgateshow*

Additionally, we send an annual survey to our school partners wanting to know what major campus events are happening in the next year. This is an opportunity for schools to share key campus events or games with licensees and retailers so that they can plan their retail business for your school accordingly. This communication helps licensees and retailers take advantage of these opportunities to showcase your brand. Our retail and licensee development team works closely with the marketing team and your brand manager to better understand the uniqueness of your school so that we can create programs and promotions that increase your visibility and reach at retail.

We also assist in keeping our company and schools up to date on current trends in fashion and product buying that may be affecting business in a positive or negative way and the best way to response to these trends. We also help provide key information to our partners regarding new NCAA licensees. We want our partners to be aware of new companies and products in the NCAA retail space so that we can decide whether they would add value to your brand.

## 5.N.9. DATABASE OF INSTITUTIONAL MEMBERS OF THE CONSORTIUM

Please see the appendix on the flash drive submitted for a list of our clients.

## 5.O.. RETAILER REPORTS

Please see the appendix on the flash drive submitted sample retailer reports.

## 5.P. LIST AND PROVIDE SAMPLES OF MANAGEMENT REPORTS AND/OR FORMS USED BY LICENSEES TO REPORT REVENUE

Please see the appendix on the flash drive submitted for sample quarterly/yearly reports.

## 5.Q. LIST AND PROVIDE SAMPLES OF MANAGEMENT REPORTS AND/OR FORMS USED TO REPORT REVENUE RECEIVED FROM LICENSEES TO VMI

Please see the appendix on the flash drive submitted for sample reports based on sales data.

## 5.R. PROVIDE LICENSING CLIENT LIST

Please see the appendix on the flash drive submitted for a list of our clients.

## 5.S. PROVIDE PRODUCT CATEGORY LIST

Please see the appendix on the flash drive submitted for a product category list.



## 5.T. DISCUSS EXCEPTIONS TO THE LICENSING PROGRAM, I.E. HOMECOMING VENDORS, ON-TIME BUY VENDORS

There are no exceptions to the licensing program, we are adaptable to the licensing options and needs of your program. We specialize working on different and customized license types and have included an explanation of our process here.

Learfield Licensing will work with VMI to identify all existing license types and distribution channels for licensees. We offer a wide array of custom license types, in addition to standard and internal usage agreements. Learfield Licensing can set up license types for exclusives, co-brand, vintage and other special license types to manage VMI licensees. Each of these license types can be customized with royalty rates, advances and Minimum Royalty Per Unit (MRUs), as well as specific rights for product categories and distribution channels. We work closely with your licensing director to establish the program structure for license types and distribution channels. Below are six examples of the most common contract examples uses:

### Contract Types Summary

**Standard:** Covers royalty bearing sales requiring the license to pay VMI's standard royalty rate

**Internal Usage:** Covers all sales to the University for internal use and not for resale branded items. The royalty rate can be customized based on the school's policy for internal usage sales.

**Vintage Marks:** Covers product sales featuring marks included in the school's vintage marks program. The royalty rate for these sales is typically 2-3 percent higher than the standard royalty rate. Only licensees with this contract type have access to vintage marks.

**Co-Branded:** Covers products that are co-branded with another school or brand. Each co-branded contract is set up independently so the terms are customized and sales can be tracked to the contract. Common co-branded contract types are Operation Hat Trick, Victoria's Secret PINK, Gameday and Major League Baseball.

**Usage:** Covers one-time sales, typically for events, and is often for a limited time only. The royalty rate can be customized based on the school's policy.

**Exclusive:** Covers sales in product categories or retail channels where a licensee has exclusive rights. The royalty rate for these sales is typically 2-3 percent higher than the standard royalty rate.

This is just an example of the six most-used contract types. We have the ability to set up custom contract types for the school to meet all needs. The terms (royalty rate, royalty advance, exemptions, MRUs and additional requirements) of each contract type can be customized to the school's specifications.

### Costs

Learfield Licensing's administration team has a seamless approach for licensing suppliers. New applicants pay a one-time \$250 application fee for one school. This covers their application and first agreement term (approximately one year). When the contract is close to expiration (June 30), if the University approves, we will offer the licensee the opportunity to renew their license for another year. The annual renewal fee is based on how many Learfield Licensing schools the licensee carries. For one school, the renewal fee is \$200.

If a vendor is already licensed with Learfield Licensing and wants to add VMI to its license, the licensee will pay a one-time \$100 administration fee to add the license. Once a licensee has a standard or internal usage license with a school, they will not pay any administration fees to add another license type (e.g. vintage marks, co-branded, etc.).

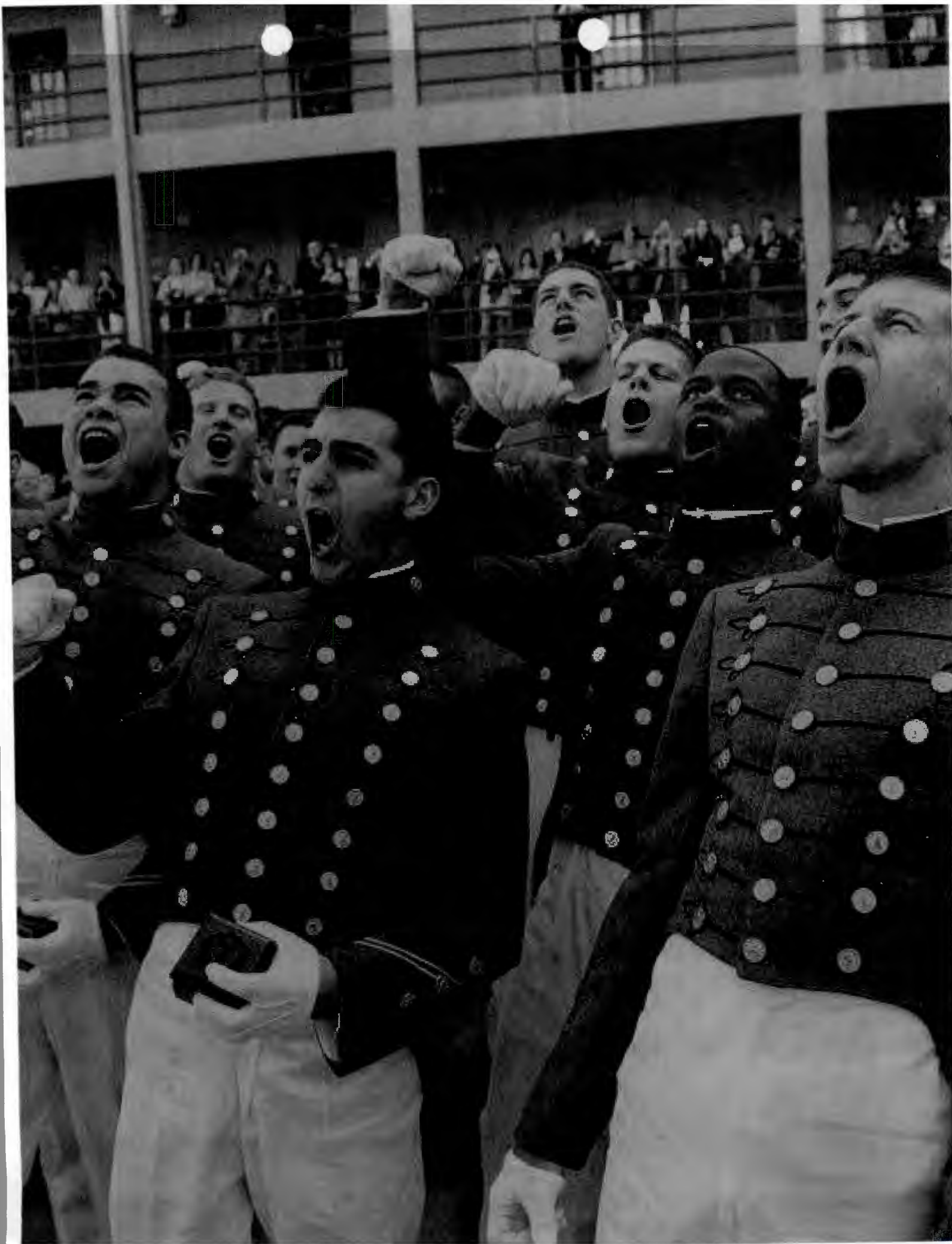
## 6. PROPOSED COMPENSATION

Learfield Licensing Partners (LLP) is pleased to offer the following proposal for Virginia Military Institute's (VMI) trademark licensing program:

	VMI	LLP
<b>GROSS ROYALTIES</b>	80%	20%

### Additional Offerings

- LLP is offering a one-time **signing bonus of \$5,000** (paid within 30 days of the final agreement signature).
- LLP will provide VMI's licensing program an **annual brand development fund of \$1,000**. LLP and VMI will work collaboratively to identify and select marketing and advertising initiatives that will benefit VMI's licensing and branding objectives.







**REQUEST FOR PROPOSALS**  
**RFP# V211-19-076**  
**TRADEMARK LICENSING PROGRAM**  
**18 November 2018**

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Virginia Military Institute  
Lexington, Virginia 24450-0304

**REQUEST FOR PROPOSALS**  
**RFP # V211-19-076**

Issue Date: 18 November 2018

Title: TRADEMARK LICENSING PROGRAM

Due Date: 18 December 2018 at **2:00 PM EST**  
Mailed or hand delivered to VMI Procurement Services

Commodity Code: 20860 / 20863 / 20842 / 20819 / 92007

Issuing Agency: Virginia Military Institute  
Procurement Services  
314 Smith Hall  
Lexington, VA 24450

If Proposals are mailed: send directly to the Issuing Agency shown above. If Proposals are hand delivered, deliver to the Virginia Military Institute, Procurement Services, 314 Smith Hall, Lexington, VA 24450. **NO LATE SUBMISSIONS WILL BE ACCEPTED.**

**IDENTIFICATION OF BID ENVELOPE:** The signed bid should be returned in a separate envelope or package, sealed and identified as instructed in Section IX, paragraph H. The envelope should be addressed as directed in the heading of this Page of the solicitation. No other correspondence or other Proposals should be placed in the envelope.

All Inquiries For Information Should Be Directed To: MAJ Lynn Carmack, VMI Procurement Services at [carmacklw@vmi.edu](mailto:carmacklw@vmi.edu). **Use of the Understanding of Requirements Form, Attachment D, must be used. No phone calls will be accepted; no emails will be answered. Answers will be posted in the form of an addendum.**

In Compliance With This Request For Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address Of Firm:

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

(Signature In Ink)

\_\_\_\_\_

Name: \_\_\_\_\_

(Please Print)

\_\_\_\_\_ Zip Code: \_\_\_\_\_

Title: \_\_\_\_\_

EVA Vendor ID or DUNS number \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

Minority Vendor: \_\_\_\_\_ Woman owned: \_\_\_\_\_ Small Business: \_\_\_\_\_ CERTIFICATION #: \_\_\_\_\_

**Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

**REQUEST FOR PROPOSAL (RFP)**  
**RFP # V211-19-076**

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Attachments

- Attachment A: **OFFEROR DATA SHEET**
- Attachment B: **CONFLICT OF INTEREST STATEMENT**
- Attachment C: **SAMPLE CONTRACT**
- Attachment D: **UNDERSTANDING OF REQUIREMENTS**



## **I. PURPOSE:**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation with one firm to implement a collegiate licensing and trademark management program at Virginia Military Institute (VMI), an institution of higher education of the Commonwealth of Virginia.

Initial contract shall be for five (5) years with an option to renew annually for five (5) additional one-year periods.

## **II. SMALL, WOMAN-OWNED AND MINORITY (SWaM) PARTICIPATION**

It is the policy of the Commonwealth of Virginia and Virginia Military Institute to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. To that end, VMI is fully committed to achieving the standards set forth in the Governor's Executive Order and expects its partners to support a goal of no less than 42% spend with SWaM certified vendors. Preference will be given during evaluation to those business entities that are current SWaM certified. Information regarding certification can be obtained at [www.SBSD.virginia.gov](http://www.SBSD.virginia.gov).

## **III. VASCUPP EXPANDED COOPERATIVE LANGUAGE:**

**CONTRACT PARTICIPATION:** Under the authority of the Code of Virginia 2.2-4304. Cooperative Procurement, it is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead-issuing institution's affiliated corporations may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify the lead-issuing institution in writing of any such institutions accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating public body as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as the need may be.

#### **IV. BACKGROUND:**

Founded in 1839, the Virginia Military Institute is a four-year undergraduate college awarding B.A. and B.S. degrees. VMI is the nation's first state-supported military college and from the beginning, the VMI experience has instilled the character traits of service to community and to others in its cadets.

VMI is co-educational with a current enrollment of approximately 1700 cadets from 45 states and 7 countries. All cadets are required to participate in one of the four (Air Force, Army, Marines or Navy) ROTC programs. Cadets who desire to commission in the Army, or who do not plan to commission upon graduation, will be enrolled in the Army ROTC Program.

VMI is an NCAA Division I school and participates as a member of the Southern Conference. VMI fields 16 teams that include baseball, basketball, men's and women's cross-country, football, lacrosse, men's and women's rifle, men's and women's soccer, men's and women's swimming, men's and women's indoor and outdoor track, and wrestling.

#### **V. STATEMENT OF NEEDS:**

The contractor shall furnish all labor, supervision and resources necessary to act as the VMI's exclusive agent in the development and implementation of a trademark management program at VMI.

1. The contractor shall develop and implement a trademark management program to assist VMI in its efforts to effectively and cost efficiently accomplish marketing goals and increase royalty revenues.
2. The contractor shall enhance relationships with manufacturers and retailers of licensed goods.
3. The contractor shall permit the use of the indicia only in connection with varied merchandise and promotions of the kind or character approved by VMI and maintain the reputation of the indicia.
4. The contractor shall secure control of VMI's identity and preserve the integrity, character and dignity of VMI.
5. The contractor shall ensure merchandise sold by licensees is of high quality.
6. The contractor shall put into effect a program to facilitate the authorization process for legitimate third party uses and includes enforcement as needed to monitor royalty revenue received from vendors and producers of imprinted merchandise to ensure VMI receives compensation for its marks.
7. The contractor shall submit all promotions to VMI for its approval.



8. The contractor shall provide online services for review and approval to VMI for all artwork, electronic logo/mark distribution and trademark portfolio.

## VI. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

### A. GENERAL INSTRUCTIONS:

**To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the Virginia Military Institute Procurement Services and the Buyer of Record for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offerors proposal.** In order to be considered, Offerors must submit a complete response to this RFP. One (1) *original* and five (5) copies of the proposal must be submitted to the Issuing Agency. One electronic copy must also be provided. No other distribution of the proposal shall be made by the Offeror.

#### 1. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in your proposal being considered non-responsive, and therefore, rejected.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis shall be placed on completeness and clarity of content. Failure to submit all information requested may result in the Institute requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the Institute. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- c. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
- e. All proposals shall be received and time stamped in the Issuing Office no

later than the Closing Date and Time shown on the cover page of this Request for Proposal. Any proposal **received after** the specified date and time shall **not** be considered and shall be returned unopened to the Offeror.

- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protection of Section 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
2. Oral Presentation: Offerors who submit a proposal in response to this RFP ***may*** be required to give an oral presentation of their proposal to the Institute. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. The Issuing State agency will schedule to time and location of these presentations. Oral presentations are an option of the Institute and may or may not be conducted. Offerors should ensure that written proposals are complete.
3. Informal Communications: From the date of receipt of this RFP by each Offeror until a binding contractual agreement exists with the selected contractor and all other Offerors have been notified, or when the Institute rejects all proposals, informal communications regarding this shall cease.
  - a. There shall be no requests from the Offerors to any Office or Department of the Institute with the exception of the Procurement Office for information, comments, etc. and they shall be submitted by email or fax.
  - b. There shall be no contact with any individuals participating on the Selection Committee.
4. Formal Communications: From the date of receipt of this RFP by each Offeror, until a binding contractual agreement exists with the selected Contractor(s), and all other Offerors have been notified, or when the Institute rejects all proposals, all communications between the Institute and the Offerors will be formal or as provided for in this RFP or as requested by the Procurement Office. Formal communication shall include but is not limited to:
  - a. Oral Presentations
  - b. Site Visits
5. Any failure to adhere to provisions set forth in #3 and #4 above may result in rejection of



any offeror's proposal and/or cancellation of this request for proposal.

#### B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that the Agency may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. The return of this complete RFP and all addenda acknowledgements, if any, signed and completed as required.
2. Complete Data Sheet (Attachment A) and any other specific items or dated requested in the RFP.
3. Letter of Interest: Provide a letter of transmittal that includes a short explanation of your firm's interest in, and qualifications for assisting VMI.
  - a. Operating structure and geographic locations, including those portions of the offeror's organizations which would provide direct support to the implementation and management of this program.
  - b. Experience in providing the services described herein. Specifically address higher education experience and expertise.
4. Qualifications Statements: Firms must submit a statement of qualifications addressing the following:
  - a. Corporate history, ownership and experience in providing the services described herein;
  - b. Salient facts relative to other similar accounts to include information relative to type, size, location, responsibilities and owner.
  - c. Provide current references with one or more institutions of higher education. Provide a complete list of all substantively comparable college and university assignments within the last five years, including the institution, time period of assignment and amount of revenue dollars achieved during the assignment.
  - d. Submission of any other information that demonstrates the qualifications of the firm.
5. Concept of Approach: Describe in detail, the specific plans for providing the services identified in Section II, the "Statement of Needs" and address who, what, when, where and how the offeror proposes to provide these services to include the following information.
  - a. Provide specific responses to each of the general and specific requirements describing your company's ability to provide those requirements and/or requests.
  - b. Provide evidence that firm has a solid base network of collegiate licensed vendors.

- c. Provide a list of all available services.
- d. Discuss licensee audit process/measures approval.
- e. Describe electronic design/product approval process if available.
- f. Describe services provided as a consortium of Colleges and Universities.
- g. Describe how revenue payments will be made.
- h. Discuss efforts that will be used to increase or grow royalty revenue.
- i. Identify procedures to enforce organized trademark procedures to monitor vendors/producers of merchandise imprinted with VMI logos, marks and indicia.
- j. Discuss instances that may require travel on VMI's behalf.
- k. Discuss how existing VMI agreements with licensees will be impacted by any resulting contract.
- l. Discuss national inspection and market survey services to identify infringers.
- m. Describe efforts to obtain compliance with the licensing program.
- n. Discuss your approach to the following:
  - 1. Consultation and Program Launch
  - 2. Accounting Services
  - 3. Artwork Services
  - 4. Legal Services
  - 5. Licensing Services
  - 6. Marketing Services
  - 7. Computer generated approvals to cut costs
  - 8. Evaluation of Trends
  - 9. Database of Institutional Members of the Consortium
- o. Furnish copies of retailer reports.
- p. List and provide samples of management reports and/or forms used by licensees to report revenue.
- q. List and provide samples of management reports and/or forms used to report revenue received from licensees to VMI.
- r. Provide Licensing Client List.
- s. Provide Product Category List.
- t. Discuss exceptions to the licensing program, i.e. Homecoming Vendors, On-Time Buy



Vendors.

6. Proposed Compensation:

- a. Offerors must identify and furnish a detailed listing of all proposed fees associated with the provision of proposed services.

- C. Describe, in detail, how your firm could be a substantive partner in addressing the needs of VMI and in participating, as do other contractors, in the overall like and mission of VMI. In the past vendors have given scholarships, provided internships for students, given in-hand gifts of equipment and facility renovations and have contributed to the annual gifts and other fundraising campaigns.

FAILURE TO PROVIDE ACCURATE AND COMPLETE INFORMATION  
MAY BE CAUSE FOR PROPOSAL REJECTION

**VII. EVALUATION AND AWARD:**

Proposals will be evaluated for full compliance with the RFP requirements and the mandatory terms and conditions set forth within this RFP document. The objective of the Evaluation Committee will be to select the contractor that is most responsive to the herein described needs of Virginia Military Institute.

**EVALUATION CRITERIA AND SCORING:**

POSSIBLE POINTS

Specific plan/methodology to be used to perform the services	20
Small, Woman, and Minority (SWaM) Utilization	20
Qualifications / Experience to provide the required services	20
Client Services and Support	20
Proposed Financial Arrangement	20

**TOTAL      100**

## **GENERAL TERMS AND CONDITIONS**

- A. **PURCHASING MANUAL:** This procurement is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <https://vascupp.org> or a copy can be obtained by calling the Procurement Office at (540) 464-7323.
- B. **APPLICABLE LAWS AND COURTS:** This procurement and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with



the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this procurement, nor are they an agent of any person or entity that is currently so debarred.

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

**H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than 10 (ten) calendar days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

**J. PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it

considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The B-3 provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION**: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT**: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. B-4
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT**: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **TAXES**: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.



- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2- 800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

**NOTE: In addition, various Professional Liability/Errors and Omissions coverage is required for the following:**

<b><u>Profession/Service</u></b>	<b><u>Limits</u></b>
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this procurement, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex- offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e- procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

(i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.

(ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 30 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Z. **SET-ASIDES.** This solicitation is set-aside for DSBSD-certified small business participation **only when designated “SET-ASIDE FOR SMALL BUSINESSES” in the solicitation.** DSBSD-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Small Business and Supplier Diversity. DSBSD-certified women- and minority-owned businesses are also considered small businesses when they have received DSBSD small business certification. Small businesses must be certified by DSBSD not later than the solicitation due date.

### **SPECIAL TERMS AND CONDITIONS**

- A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.



- B. **ADDITIONAL USERS:** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
- C. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: CPI. No price increases will be authorized except at the time of contract renewal periods and require not less than 30 days advance notice and must be approved by the Procurement Office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

The Procurement Office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

- E. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- F. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

## ATTACHMENT A

The following information is required as part of your response to this solicitation. Failure to complete and submit this form may result in disqualification of your bid as non-responsive.

QUALIFICATIONS: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

VENDOR'S PRIMARY CONTACT:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Length of Time in this Business: YEARS: \_\_\_\_\_ MONTHS: \_\_\_\_\_

**REFERENCES:** Indicate below a listing of at least three (3) current or recent accounts, either commercial, industrial or governmental, that your company is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address and telephone number of the point of contact.

COMPANY: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

FAX: \_\_\_\_\_

PROJECT: \_\_\_\_\_

DATE(S) OF SERVICE: \_\_\_\_\_ VALUE: \$ \_\_\_\_\_

COMPANY: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

FAX: \_\_\_\_\_

PROJECT: \_\_\_\_\_

DATE(S) OF SERVICE: \_\_\_\_\_ VALUE: \$ \_\_\_\_\_

COMPANY: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

FAX: \_\_\_\_\_

PROJECT: \_\_\_\_\_

DATE(S) OF SERVICE: \_\_\_\_\_ VALUE: \$ \_\_\_\_\_

**ATTACHMENT B**

**CONFLICT OF INTEREST STATEMENT**

**The following information is required as part of your response to this solicitation. Failure to complete and submit this form may result in disqualification of your bid as non-responsive.**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FEDERAL ID NUMBER (FIN): \_\_\_\_\_

THE ABOVE FIRM IS A: (CHECK, AS APPLICABLE)

- |  |  |
|--|--|
| <input type="checkbox"/> SMALL BUSINESS          | <input type="checkbox"/> INDIVIDUAL BUSINESS |
| <input type="checkbox"/> WOMAN-OWNED BUSINESS    | <input type="checkbox"/> SOLE PROPRIETORSHIP |
| <input type="checkbox"/> MINORITY-OWNED BUSINESS | <input type="checkbox"/> PARTNERSHIP         |
| <input type="checkbox"/> SHELTERED WORKSHOP      | <input type="checkbox"/> CORPORATION         |

RELATIONSHIP WITH VIRGINIA MILITARY INSTITUTE:

IS ANY MEMBER OF THE FIRM AN EMPLOYEE OF THE COMMONWEALTH OF VIRGINIA WHO HAS A PERSONAL INTEREST IN THIS CONTRACT PURSUANT TO THE CODE OF VIRGINIA, SECTION 2.1-639.1-639.24? ☐ YES ☐ NO

IF YES, EXPLAIN:

\_\_\_\_\_  
SIGNATURE OF OFFEROR

\_\_\_\_\_  
DATE

Please tell us how you received this solicitation:

- ☐ It was mailed to you directly.
- ☐ You requested a copy through the Virginia Business Opportunities.
- ☐ You obtained a copy from the Virginia Department of Minority Business Enterprise.
- ☐ Other (please specify) \_\_\_\_\_.



**ATTACHMENT C  
SAMPLE CONTRACT**

**VIRGINIA MILITARY INSTITUTE**

Lexington, Virginia 24450

**PROCUREMENT SERVICES**

Phone 540-464-7323

Fax 540-464-7669

314 Smith Hall

**COMMONWEALTH OF VIRGINIA**

**STANDARD CONTRACT**

Contract Number: \_\_\_\_\_

This contract entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016 between \_\_\_\_\_  
\_\_\_\_\_, SSN/FIN: \_\_\_\_\_, hereinafter known as the "Contractor"  
and the Commonwealth of Virginia, Virginia Military Institute, hereinafter known as "VMI."

**WITNESSETH** that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF CONTRACT:** The Contractor shall \_\_\_\_\_.

**PERIOD OF PERFORMANCE:** \_\_\_\_\_.

**COMPENSATION AND METHOD OF PAYMENT:** The Contractor shall be paid \$ \_\_\_\_\_  
( \_\_\_\_\_ 00/100 Dollars). In accordance with the  
Commonwealth of Virginia's *Prompt Payment Act* terms are Net 30 days from receipt of invoice.

**CONTRACT DOCUMENTS:** The contract documents shall consist of:

- (1) This signed form
- (2) The Contractor's Proposal/Bid and any modifications, if applicable.
- (3) The General Terms and Conditions
- (4) Special Terms and Conditions as required

**IN WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

**CONTRACTOR:**

**PURCHASING AGENCY:**

By: \_\_\_\_\_

By: MAJ Lynn W. Carmack, CUPO, CPSM,  
CPPO,

For: \_\_\_\_\_

For: Virginia Military Institute

