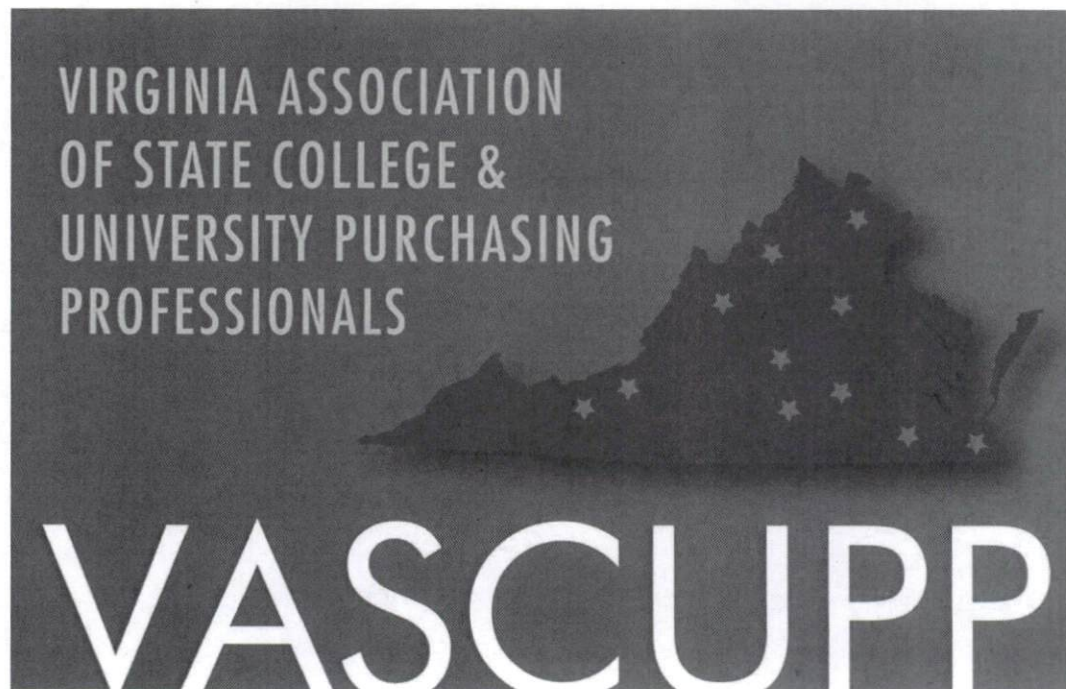




**REQUEST FOR PROPOSALS**  
**RFP# V211-19-076**  
**TRADEMARK LICENSING PROGRAM**  
**18 November 2018**

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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**
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- 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/offeree) to perform the services/furnish the goods and the (bidder/offeree) 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/offeree's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeree's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeree) fails to satisfy the Commonwealth that such (bidder/offeree) 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/offers) 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/offers) 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/offers) 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/offers) 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 offers 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 offers 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:**

<u>Profession/Service</u>	<u>Limits</u>
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



# UNDERSTANDING OF REQUIREMENTS

RFP #V211-19-076  
TRADEMARK LICENSING PROGRAM

Virginia Military Institute

Procurement Services

OFFEROR: \_\_\_\_\_

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

The following question concerns specifications, Section(number) \_\_\_\_\_

Paragraph \_\_\_\_\_, page \_\_\_\_\_.

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All responses to questions may be made by Addendum.

Questions Submitted by: \_\_\_\_\_

NAME

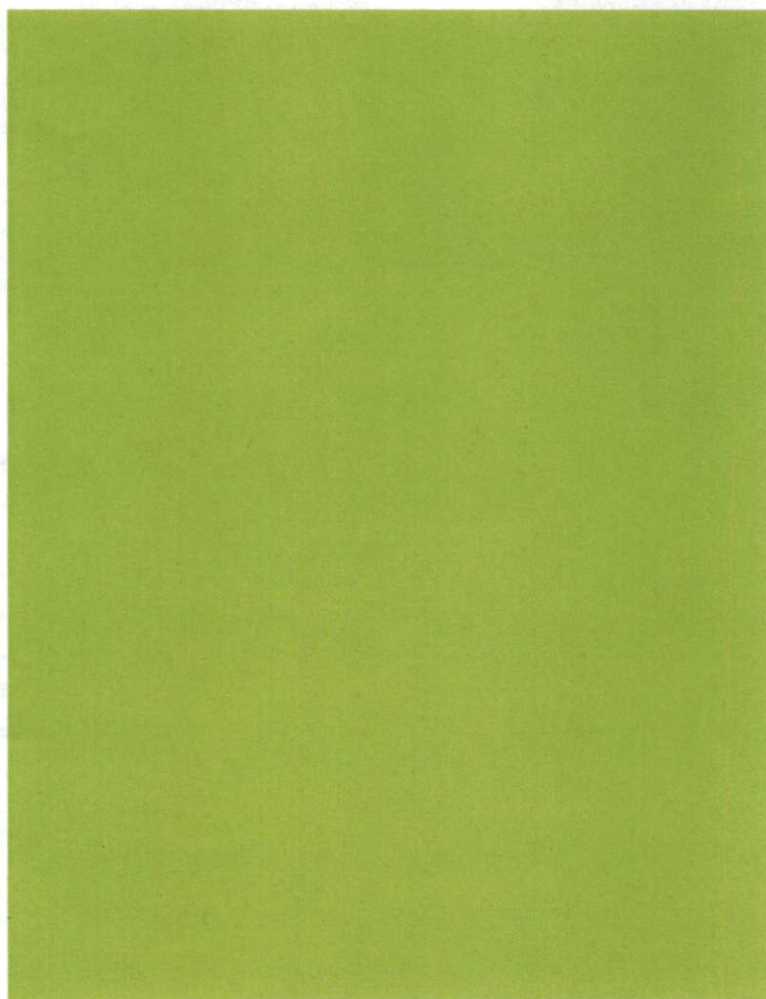
\_\_\_\_\_  
FIRM

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
EMAIL

This form may be sent by E-Mail to Lynn Carmack [carmacklw@vmi.edu](mailto:carmacklw@vmi.edu).





# Richmond Times-Dispatch

Advertising Affidavit

Account Number

3417383

300 E. Franklin Street  
Richmond, Virginia 23219  
(804) 649-6208

Date

November 18, 2018

VIRGINIA MILITARY INSTITUTE  
316 SMITH HALL  
PURCHASING & ACCOUNTS PAYABLE  
LEXINGTON, VA 24450

Date	Category	Description	Ad Size	Total Cost
11/24/2018	Propos-Sld Bids-RFP	REQUEST FOR PROPOSALS Virginia Military Institute seeks p	2 x 10 L	85.60

## REQUEST FOR PROPOSALS

Virginia Military Institute seeks proposals for the TRADEMARK  
LICENSING PROGRAM, RFP #V211-19-076.  
The Request for Proposals (RFP) document is available under  
Solicitations and Awards (VBO) at [www.eva.virginia.gov](http://www.eva.virginia.gov).  
Sealed proposals will be received until 2:00 PM EST on DECEMBER 18,  
2018.

VIRGINIA MILITARY INSTITUTE  
By: MAJ Lynn W. Carmack  
Assistant Director, Procurement Services

## Publisher of the Richmond Times-Dispatch

This is to certify that the attached REQUEST FOR PROPOSALS Vir  
was published by the Richmond Times-Dispatch, Inc. in the City of  
Richmond, State of Virginia, on the following dates:

11/18/2018

The First insertion being given ... 11/18/2018

Newspaper reference: 0000855896

Sworn to and subscribed before me this

November 19, 2018

  
Notary Public Supervisor

Janet Johnson Williams  
NOTARY PUBLIC  
Commonwealth of Virginia  
7566416

State of Virginia  
City of Richmond  
My Commission expires \_\_\_\_\_

My Commission Expires June 30, 2021

THIS IS NOT A BILL. PLEASE PAY FROM INVOICE. THANK YOU



# Richmond Times-Dispatch

## Order Confirmation

Order# 0000855896

**Client:** VIRGINIA MILITARY INSTITUTE

**Phone:** 5404647166

**Account:** 3417383

**Address:** 316 SMITH HALL

LEXINGTON VA 24450

**Payor :** VIRGINIA MILITARY INSTITUTE

**Phone:** 5404647166

**Account:** 3417383

**Address:** 316 SMITH HALL

LEXINGTON VA 24450

**Sales Rep**      **Accnt Rep**      **Ordered By**  
sroyal              rtddcf              Lynn Carmack

**Fax:**  
**E-Mail:** rowejn@vmi.edu

**Total Amount**                      \$85.60

**Payment Amount**                      \$0.00

**Amount Due**                      \$85.60

**Tear Sheets**

**Proofs**

**Affidavits**

**PO Number:**

**Tax Amount:**                      0.00

0

0

0

**Payment Meth:**      Invoice - Statement

<u>Ad Number</u>	<u>Ad Type</u>	<u>Ad Size</u>	<u>Color</u>
0000855896-01	CLS 8 Col Legal	2 X 10 li	\$0.00

**Production Method**  
AdBooker (liner)

**Production Notes**

**Pick Up Number**  
0000853986-01

<u>Product and Zone</u>	<u>Placement</u>	<u>Position</u>	<u># Inserts</u>
RTD Times-Dispatch	C-Legal Ads	Propos-Sld Bids-RFP	1

**Run Schedule Invoice Text:**      REQUEST FOR PROPOSALS Virginia Military Institute

**Run Dates**      11/18/2018

<u>Product and Zone</u>	<u>Placement</u>	<u>Position</u>	<u># Inserts</u>
RTD Richmond.com	C-Legal Ads	Propos-Sld Bids-RFP	7

**Run Schedule Invoice Text:**      REQUEST FOR PROPOSALS Virginia Military Institute

**Run Dates**      11/18/2018, 11/19/2018, 11/20/2018, 11/21/2018, 11/22/2018, 11/23/2018, 11/24/2018

**TagLine:** REQUESTFORPROPOSALSVIRGINIAMILITARYINSTITUTESEEKSPROPOSALSFORTHETRADEMARKLICE  
NSINGPROGRAMRFPV21119076THEREQUESTFORPROPOSALSRFPDOCU

**Ad Content Proof**

Note: Ad size does not reflect actual ad

REQUEST FOR PROPOSALS  
Virginia Military Institute seeks proposals for the TRADEMARK  
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VIRGINIA MILITARY INSTITUTE  
By: MAJ Lynn W. Carmack  
Assistant Director, Procurement Services