

R14-024 Trademark Management Program – Contract No. RU15001

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R14-024 Trademark Management Program – Contract No. RU15001



Contract Number: RU15001

This contract entered into this 24th day of July, 2014 by License Resource Group, LLC, hereinafter called the "Contractor" and Commonwealth of Virginia, Radford University, called the "Purchasing Agency."

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

SCOPE OF CONTRACT: The Contractor shall provide a Trademark Management Program to the Purchasing Agency as set forth in the Contract Documents.

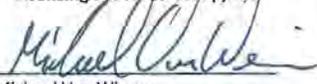
PERIOD OF PERFORMANCE: October 1, 2014 through September 30, 2019 with five (5) five one-year renewal options.

The Contract Documents shall consist of:

- 1) This signed form
- 2) Attachment A – Radford University's Request for Proposal (RFP) R14-024 dated December April 21, 2014 and any Addenda
- 3) Attachment B – Contractor's Proposal dated May 15, 2014
- 4) Attachment C – Intentionally Left Blank
- 5) Attachment D – Clarifications and Negotiations

All of which documents are incorporated herein.

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

<p>Contractor: <b>Licensing Resource Group, LLC</b></p> <p>Signature: </p> <p>Name: Michael Van Wieren</p> <p>Title: Vice President &amp; General Counsel</p> <p>Date: 7-24-2014</p>	<p>Purchasing Agency: <b>Radford University</b></p> <p>Signature: </p> <p>Name: Teresa Anders</p> <p>Title: Assistant Director Procurement and Contracts</p> <p>Date: 8-1-2014</p>
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**Attachment A**

**Request for Proposal (RFP) # R14-024**

R14-024 Trademark Management Program – Contract No. RU15001



**PROCUREMENT AND CONTRACTS  
P.O. BOX 6885  
501 STOCKTON STREET  
RADFORD, VA 24142**

**REQUEST FOR PROPOSAL  
# R14-024**

**TRADEMARK MANAGEMENT PROGRAM**

**APRIL 21, 2014**



***RADFORD UNIVERSITY IS A PROUD MEMBER OF VASCUPP***

## R14-024 Trademark Management Program – Contract No. RU15001

**REQUEST FOR PROPOSAL****RFP # R14-024**

**ISSUE DATE:** April 21, 2014

**TITLE:** Trademark Management Program

**ISSUING AGENCY:** **RADFORD UNIVERSITY**  
Procurement and Contracts  
David E. Armstrong Complex, 501 Stockton St.  
Post Office Box 6885  
Radford, VA 24142-6885

**AGENCY WHERE WORK WILL BE PERFORMED:** Radford University, Radford, VA

**PERIOD OF PERFORMANCE:** One (3) year with (7) one- year renewal options or as negotiated

**SEALED PROPOSALS DUE DATE/TIME:** May 19, 2014 up to and including 3:00 PM Eastern Standard Time  
**PROPOSALS RECEIVED AFTER THE DUE DATE AND TIME CANNOT BE ACCEPTED.**

**OPTIONAL PRE-PROPOSAL CONFERENCE:** May 7, 2014, 10:00 AM EST. Reference Section IX.

**QUESTIONS/INQUIRIES:** E-mail all inquiries for information to: tanders@radford.edu  
Questions may be submitted up to 4 business days before due date.  
RFP Addenda with questions and answers will be published on eVA with the RFP.

**IF PROPOSALS ARE MAILED, SEND DIRECTLY TO RADFORD UNIVERSITY, PROCUREMENT AND CONTRACTS, POST OFFICE BOX 6885, RADFORD, VA 24142. IF PROPOSALS ARE HAND DELIVERED OR SENT BY COURIER, DELIVER TO: Radford University, Procurement and Contracts, David E. Armstrong Complex, 501 Stockton St., Radford, VA 24142.**

In compliance with this Request for Proposals and to all conditions imposed therein, the undersigned offers and agrees to furnish the goods/services described at the prices indicated in Attachment (G) - Pricing Table.

Legal Name and Address of Firm (Type or Print):

	Date:	
	<b>Signature:</b>	
	Print Name:	
	Title:	
FEI/FIN/SS No.:	Telephone:	
eVA Vendor ID or DUNS No.:	Fax:	Email:
Check all that apply: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Individual <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Minority-Owned <input type="checkbox"/> Small Business Department of Minority Business Enterprise (DMBE) Certification No. and Expiration Date: _____ ( <a href="http://www.dmbv.virginia.gov">www.dmbv.virginia.gov</a> ) for additional information.		

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*Note: This public body does not discriminate against faith-based organizations in accordance with §36 of the Governing Rules 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.*

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**R14-024 Trademark Management Program – Contract No. RU15001****RFP R14-024 Trademark Management Program**

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**I. PURPOSE**

- A. The intent and purpose of this Request for Proposals (RFP) is to solicit proposals from qualified sources to establish a contract through competitive negotiations with one qualified contractor to provide a **Trademark Management Program** as outlined herein, to Radford University, (hereinafter referred to as “RU”, or “the university”), an agency of the Commonwealth of Virginia.

**II. BACKGROUND**

- A. University Background:  
Founded in 1910 as an all-women’s college, Radford University became co-educational in 1972 and was granted university status by the Virginia General Assembly in 1979. Today, the University is a flourishing coeducational, comprehensive public university that is student centered and focused on providing outstanding academic programs to approximately 10,000 students. The University offers excellent educational opportunities to students from all geographic regions of the Commonwealth as well as nationally and internationally. Because of its unique mid-size, the University provides students a winning combination of broad opportunities associated with a large university and highly personalized interactions considered the hallmark of a small institution. Through its six academic colleges, the University offers degree programs at the bachelors, masters, and doctorate levels. Further information about the university can be found at the following website:  
<http://www.radford.edu>
- B. RFP Specific Background:  
Radford University’s Athletics Department features sixteen (16) varsity teams all competing at the NCAA Division I level in the Big South Conference.

**III. CONTRACT PARTICIPATION (cooperative contract)**

- A. Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at <https://vascupp.org/rules.pdf>), it is the intent of this solicitation and resulting contracts 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) may be extended to the entities indicated above to purchase at contract prices in accordance with the contract terms. The Contractor shall notify the lead-issuing institution in writing of any such entities 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 and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from Radford University. Radford University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Radford University 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. Please contact the buyer for additional information.

**IV. SMALL, WOMAN-OWNED AND MINORITY-OWNED (SWAM) PARTICIPATION**

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- A. It is the policy of the Commonwealth of Virginia 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. The Commonwealth encourages contractors to provide for the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities.

Radford University has established SWaM goals that are posted to the Procurement and Contract website. Links to the university's SWaM initiative can be located at:

<http://www.radford.edu/content/procurement/home/department-information/swam.html>

See Attachment E for information on reporting spend data with subcontractors and a SWaM Table (Table A only) to complete and submit in the proposal.

**V. STATEMENT OF NEEDS**

- A. The Contractor shall furnish all labor, materials, equipment, supervision, etc. to provide a **Trademark Management Program** to Radford University as stated in the *Statement of Needs*.

See Attachment F for the Statement of Needs Table, which the Offeror shall complete and submit in the proposal.

**VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS****A. General Requirements:**

1. RFP Responses: In order to be considered for selection, the Offeror must submit a complete response to this RFP. Proposals are to be submitted as a combination of a paper document and electronic documents (CD or USB Drive) submitted to the University. All document versions must match, with the redacted version containing the same text, just blackened for personally identifiable information, trade secrets, and proprietary information for which the Offeror must invoke in writing the protections of Section 2.2-4342 F of the *Code of Virginia*. See Section VI, 3, e.

Proposal submission must be delivered in the format of:

- a. **Paper** - One (1) paper original signed.
- b. **Electronic text searchable CD or USB format (Microsoft word, Adobe, PDF, etc.) or other common business document** - Four (4) complete electronic copies and One (1) redacted FOIA electronic copy. *Ensure the redacted copy is properly labeled FOIA copy.*

No other distribution of the proposal shall be made by the Offeror.

2. Contact: 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 Radford University Procurement Office Contract Officer indicated on the face of this** document for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.
3. Proposal Presentation:
  - a. Sign and Complete: Proposals shall be signed by an authorized representative of the Offeror. See page 2. *The original proposal must be clearly marked on the outside of the proposal.* All information requested must be submitted. Failure to submit all information requested may result in the University requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack

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key information may be rejected by the University. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation. All information requested by this Request for Proposal on the ownership, utilization, and planned involvement of small businesses; women-owned businesses and minority-owned businesses must be submitted. See Attachment E. If an Offeror fails to submit all information requested, the University may require prompt submission of missing information after the receipt of proposals.

- b. **Concise & Clear:** Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. **Organization:** Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the attachment, paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the RFP requirements are specifically addressed.
- d. **Word Usage:** 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 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. **Binding, Ownership, FOIA:** The original proposal should be bound or contained in a single volume where practical (ex: ring binder, spiral bound, stapled, etc.). All documentation submitted with the proposal should be contained in that single volume. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to Radford University and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342 F of the *Code of Virginia*, in writing either before or at the time the data or other material is submitted. The outside of the proposal must be marked to denote proprietary information is contained in the documents. The written notice must: 1) be submitted as an attachment to the Offeror’s proposal; 2) specifically identify the applicable portions of the Offeror’s proposal that contains data or materials to be protected (e.g., Tab 4, pages 1 through 3); and 3) state the reasons why protection is necessary. In addition, the specific (i.e., words, figures or paragraphs) that contain proprietary or trade secret material must be identified on the applicable page(s) within the Offeror’s proposal, by some distinct method, such as highlighting, underlining, etc. 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.
- f. **Legal Agreement:** Unless noted in the proposal, a signed and submitted proposal certifies that the firm’s principals or legal counsel has reviewed the Request for Proposal General Terms and Conditions and the Special Terms and Conditions and agrees that these

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provisions will become a part of any final agreement, and that the principals or legal counsel has reviewed and approved the firm's entire proposal prior to submission to the university.

4. **Presentations:** Offerors who submit a proposal in response to this RFP may be invited to give a presentation of their proposal to the University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a **fact finding** and **explanation** session only and does not include negotiations. The University will schedule the time and location of these presentations. Presentations are an option for the University and may or may not be conducted.

Radford University expects Offerors who are invited to give a presentation to utilize the person or persons who will be working on the project to conduct the presentation so quality and experience of the contractor's staff can be evaluated prior to making the selection. See Section X for the estimated schedule.

**B Specific Proposal Requirements: Proposals should be as thorough as possible to allow the University to properly evaluate the Offeror's capabilities and approach toward providing the required services. Offerors are required to submit the following items as a complete proposal:**

1. **Complete and Sign:** The return of the completed RFP inside cover sheet (See page 2) and addenda acknowledgements, if any, signed, and filled out as required.
2. **Descriptions:** Within the Statement of Needs Table (Attachment F), include the specific methodology, approach, and plans for providing the proposed services to achieve desired results including:
  - a. What, when, how and by whom the services will be performed.
  - b. Projected timeline for delivery of services relative to award date of the contract.
3. **Experience and Qualifications:** Within or attached to the Statement of Needs Table (See Attachment F) and Offeror Data Sheet (See Attachment D), as appropriate, include a written narrative statement to include:
  - a. Experience of the firm in providing services described herein.
  - b. Names, qualifications and experience of personnel to be assigned to the project, including an organizational chart, individual qualifications and duties, etc.
  - c. Resumes of key employees to be assigned to the project.
  - d. Operating structure and geographic locations including those portions of the Offeror's organization which would provide direct support to the implementation and management of the program.
4. **References:** Provide current references from at least four entities where contractor has provided similar services. It is preferable the references provided are institutions of higher education comparable in size and university assignment to Radford University. See Attachment D
5. **Proposed Price:** Provide a fee structure associated with goods and services proposed to fulfill requirements. This should incorporate financial considerations such as labor costs, overhead, contingency budgets, etc. See Attachment G
6. **Identification on Proposal Envelope:** **The signed proposal should be returned to the University to the attention of the identified Contract Officer in a sealed envelope or package with the following identifying information on the outside of the sealed envelope/package:**

**RADFORD UNIVERSITY SEALED REQUEST FOR PROPOSAL NUMBER R14-024**

**DUE DATE AND TIME: MAY 19, 2014 – 3:00 PM FROM: \_\_\_\_\_**

**R14-024 Trademark Management Program – Contract No. RU15001****VII EVALUATION AND AWARD CRITERIA**

- A. Evaluation Criteria:** Proposals will be evaluated for full compliance with the RFP requirements and the mandatory terms and conditions set forth within the RFP document. The objective of the Evaluation Committee will be to select the contractor that is most responsive to the herein described needs and represents the best value for Radford University.

The proposals will be evaluated by Radford University using the following weighted evaluation criteria.

	<b>Evaluation Criteria</b>	<b>Percentage of Points</b>
1	Qualifications and Relevant Experience	20%
2	Capabilities, Skills, and Capacity	20%
3	Approach and Methodology	20%
4	Price	20%
5	SWaM - Participation of Small Businesses and Businesses Owned by Women and Minorities	20%
	TOTAL	100%

- B. Award of Contract:** Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offers so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

**VIII. REPORTING AND DELIVERY REQUIREMENTS**

- A. The Contractor shall provide reporting as negotiated.

**IX. OPTIONAL PRE-PROPOSAL CONFERENCE (in-person or by phone)**

- A. An optional pre-proposal conference will be held May 7, 2014 at 10:00 AM Eastern Standard time in the Procurement and Contracts Conference Room located in the Armstrong Complex. The street address is 501 Stockton Street, Radford, VA 24142. While attendance at this

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- conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation to the pre-proposal conference.
- B. Submit the Pre-Proposal Conference Registration Form at least 24 hours prior to the conference, whether attending in-person or by phone. This will help us plan for adequate physical and phone space. The phone number and access code will be provided prior to the pre-proposal conference to those who submit a timely registration request form with 'phone' noted in the last column. Phone attendees should keep their phone on mute unless speaking to minimize background sound. See Attachment H.
- C. The purpose of the conference is to allow potential Offerors an opportunity to present questions and requests for clarification, with final responses provided in an RFP Addendum. The Addendum will include any changes to the RFP. It will also include in-person and teleconference registration information as a reference for possible collaboration, particularly with small, woman-owned, and minority-owned businesses (SWaM).
- D. Potential Offerors may attend via teleconference in lieu of in person. Pre-registration is required at least 24 hours prior to the conference. The phone number and access code will be provided prior to the pre-proposal conference to those who submit a timely pre-registration request form.
- E. Whether attending in-person or via teleconference, Submit this form at least 24 hours prior to conference by email to [tanders@radford.edu](mailto:tanders@radford.edu) or fax to 540-831-5946)

**X. RFP ANTICIPATED SCHEDULE (Subject to change)**

- A. The schedule below provides the anticipated week ending date for several progress points within the RFP process, all subject to change. Note that the Optional Pre-Proposal Conference Date and Proposal Due date is an exact date, not a 'Week Ending' date.

<b><i>Action Item</i></b>	<b><i>Week Ending</i></b>
Issue RFP and Submit to Newspaper	April 21, 2014
Optional Pre-Proposal Conference Date (in-person or phone)	May 7, 2014
Proposals Due (see RFP page 2)	May 19, 2014
Proposal Evaluations to Procurement and Contracts	May 30, 2014
Response to Clarification Questions Due	June 6, 2014
Presentations (if required)	June 13, 2014
Subsequent Evaluations to Procurement and Contracts	June 20, 2014
Negotiations Begin	July 18, 2014
Award	July 25, 2014
Project Completion	August 1, 2014

**XI. INVOICING AND PAYMENT:**

- A. The Contractor shall submit a fully itemized invoice that references the Radford University contract number, material description, quantities and unit prices, and Purchase Order number. Payment will be made thirty days after receipt of proper invoice for the amount of payment due,

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or thirty days after receipt of goods / services, whichever is later, in accordance with the Commonwealth of Virginia Prompt Payment Act. Mail or Email Invoice(s) to:

RADFORD UNIVERSITY  
ACCOUNTS PAYABLE  
POST OFFICE BOX 6906  
RADFORD, VA 24142-6906  
Email: acctspayable@radford.edu

**XII. ATTACHMENTS**

Attachments A-C: Informational and Compliance

Sample Contract  
General Terms and Conditions  
Special Terms and Conditions

Attachments D-H: To be completed and submitted by Offeror

Offeror Data Sheet  
SWaM Utilization Plan  
Statement of Needs Table  
Pricing Table  
Pre-Proposal Conference Registration Form

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**RFP R14-024 - Attachment A - Sample Contract**

THIS PAGE FOR REFERENCE ONLY - DO NOT COMPLETE FOR RFP R14-013 PROPOSALS



This contract entered into this \_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_, hereinafter called the “Contractor” and Commonwealth of Virginia, **Radford University**, called the “Purchasing Agency.”

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

**SCOPE OF CONTRACT:** The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

**PERIOD OF PERFORMANCE:** From \_\_\_\_\_ through \_\_\_\_\_

The Contract Documents shall consist of:

- 1) This signed form;
- 2) Attachment A - Request for Proposal (RFP) R\_\_\_\_ dated \_\_\_\_\_
- 3) Attachment B – Contractor’s Proposal dated \_\_\_\_\_
- 4) Attachment C – Revised Documents and Agreements
- 5) Attachment D – Negotiation Summary

All of which documents are incorporated herein.

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

**CONTRACTOR:**

**Print Name:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_

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

**PURCHASING AGENCY: RADFORD UNIVERSITY**

**Print Name:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_

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

**R14-024 Trademark Management Program – Contract No. RU15001****RFP R14-024 - Attachment B - General Terms and Conditions**

- A. **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 § 9 & 10 of the Governing Rules. 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. (Governing Rules, §35).

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 provision of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- B. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to Radford University and 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.

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- C. **ANNOUNCEMENT OF AWARD:** Upon award or the announcement of the decision to award a contract over \$50,000 as a result of this solicitation, the Radford University will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) and the Procurement and Contracts Public Posting Board for a minimum of ten (10) days.
- D. **APPLICABLE LAWS AND COURTS:** This solicitation 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 agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Governing Rules, §56). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- E. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of Radford University, an agency of the Commonwealth.
- F. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Radford University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- G. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer in U.S. dollars.
- H. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any 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.
  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, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify Radford University of the adjustment to be sought, and before proceeding to comply with the notice, shall await the University's decision affirming, modifying, or revoking the prior written notice. If Radford University decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:

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- 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 in 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 fails 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 clause provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors. 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.
- 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 **four business days** before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
  - J. **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 solicitation, nor are they an agent of any person or entity that is currently so debarred.
  - K. **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.
  - L. **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 manufacturer, sale, distribution, dispensation, possession, or use of controlled

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substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions: (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, possession or use of any controlled substance or marijuana during the performance of the contract.

- M. **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.
- N. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS**: The eVA Internet electronic procurement solution, website 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, 2011 thru June 30, 2014, the Vendor Transaction Fee is:
- (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- b. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
- (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

For orders issued prior to July 1, 2011 the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

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The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes. **(\*Updated by DP&S January 1, 2014).**

You are required to register through the eVA website at ([www.eva.virginia.gov](http://www.eva.virginia.gov)). Click on the “Vendor” tab and follow the registration instructions. If you need assistance, or on line directions, please contact Radford University at (540) 831-5429.

- O. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- P. **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 § 25 of the Governing Rules. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages 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 COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

- 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 number of employees that change their workers’ compensation requirements under the Governing Rules during the course of the contract shall be in noncompliance with the contract.
- Employer’s Liability - \$ 100,000.
- Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. 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 name as an additional insured and so endorsed on the policy.
- Automobile Liability - \$1,000,000 combined single limit (Required if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

**Professional Service****Limits**

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Accounting aggregate	\$1,000,000	per	occurrence,	\$3,000,000
Architecture aggregate	\$2,000,000	per	occurrence,	\$6,000,000
Asbestos, Design, Inspection or Abatement Contractors aggregate	\$1,000,000	per	occurrence,	\$3,000,000

Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals or Health Maintenance Organizations) \$1,725,000 per occurrence, \$3,000,000 aggregate NOTE: Limits increase each July 1 through fiscal year 2031, as follows:

	July 1, 2013 - \$2,100,000			
	July 1, 2014 - \$2,150,000. This complies with §8.01-581.15 of the Code of Virginia.			
Insurance Risk Management aggregate	\$1,000,000	per	occurrence,	\$3,000,000
Professional Service Limits				
Landscape/Architecture aggregate	\$1,000,000	per	occurrence,	\$1,000,000
Legal aggregate	\$1,000,000	per	occurrence,	\$5,000,000
Professional Engineer aggregate	\$2,000,000	per	occurrence,	\$6,000,000
Surveying aggregate	\$1,000,000	per	occurrence,	\$1,000,000

\*When Used: FOR CONSTRUCTION SERVICE CONTRACTS AND GOODS CONTRACTS WHEN INSTALLATION IS REQUIRED. Required in all solicitations where a contractor will perform work or services in or on state facilities. The limits are minimums and may be increased. When soliciting one of the Professions/Services listed above the specific profession/service referenced in the bid/offer shall apply. When not soliciting any of the professions/services in the bid/offer they will not apply to the solicitation.

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

1. (For Invitation for Bids): Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection for the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

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3. (For Request for Proposals): 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.
- R. **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.
- S. **PAYMENT**:
1. Prime Contractor:
    - a. Invoices for items ordered, delivered and accepted shall be submitted directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number. Radford University's payment address is as follows:  
  
**RADFORD UNIVERSITY  
ATTN: ACCOUNTS PAYABLE  
PO BOX 6906  
RADFORD, VA. 24142  
Email: [acctspayable@radford.edu](mailto:acctspayable@radford.edu)**
    - 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 and services provided under this contract or purchase order, that are to be paid 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.

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- 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 provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Governing Rule §53.)

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 record 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 prohibited under the terms of the contract) on all amounts owed by 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 substantial 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 accessed in lieu of withholding such payment.

- T. **PRECEDENCE OF TERMS:** The following General Terms and Conditions COMMONWEALTH OF VIRGINIA PURCHASING MANUAL for INSTITUTIONS OF HIGHER EDUCATION and THEIR VENDORS. APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS,

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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.

- U. **PURCHASING MANUAL**: This solicitation is subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendor's 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 University Procurement and Contracts Office and may also be viewed at <https://vascupp.org>.
- V. **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/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder/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 services and/or furnish the goods contemplated therein.
- W. **TAXES**: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption 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 number is 54-73-0076K.
- X. **TESTING AND INSPECTION**: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to specifications.

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1. **ADVERTISING**: In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to Radford University will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that Radford University has purchased or uses any of its products or services, and the contractor shall not include Radford University in any client list in advertising and promotional materials.
2. **ASSIGNMENT OF CONTRACT**: The contractor cannot assign a contract in whole or in part without the prior written consent of the University.
3. **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.
4. **CANCELLATION OF CONTRACT**: Radford University 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 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 contract of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **COMMUNICATIONS**: Communications regarding this Request for Proposals (RFP) shall be formal from the date of issue until either a Contractor has been selected or the University Procurement and Contracts Department rejects all proposals. Formal communications shall be directed to the University Procurement and Contracts Department. Informal communications including, but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than a Procurement and Contracts Department representative may result in the offending Offeror's proposal being rejected.
6. **CONTINUITY OF SERVICES**:
  - A. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University or another contractor, may continue them. The Contractor agrees:
    - i. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
    - ii. To make all University owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
    - iii. That the University Contract Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

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- B. The Contractor shall, upon written notice from the Contract Office, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contractor Officer's approval.
  - C. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in/phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
7. **CONTRACT ADMINISTRATION**: Radford University assigns "Contract Administrators" to each contract awarded. The Contract Administrator shall be the initial point of contact for the Contractor. Contract Administrators are charged with ensuring the terms and conditions of the contract are followed, payments are made in accordance to the contractual pricing schedule, and reporting noncompliance issues to the Procurement and Contracts Department at Radford University. Contract Administrators **do not** have the authority to authorize changes and/or modifications to the contract. Should noncompliance issues exist and cannot be resolved at this level or changes/modifications to the contract are required, the assigned Contract Officer in the Procurement and Contracts Department must be notified immediately by the Contract Administrator. The Radford University Contract Administrator will be assigned at time of contract award.
8. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS (Effective January 1, 2014)**:

eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in (0) purchase order(s) with the eVA transaction fee specified below assessed for each order.

- a. For orders issued July 1, 2011 thru June 30, 2014, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- b. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://www.eva.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

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Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

9. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the issuing agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
10. **LATE PROPOSALS**: To be considered for selection, proposals must be received by the Issuing Agency by the designated date and hour. The official time used in the receipt of proposal is that time on the automatic time stamp machine in the Issuing Agency. Proposals received in the Issuing Office after the date and hour designated are automatically disqualified and will not be considered. **The University is not responsible for delays in the delivery of mail by the U.S. Postal Office, private couriers, or the interuniversity mail system. It is the sole responsibility of the Offeror to insure that its proposal reaches the issuing office by the designated date and hour.** \*Proposal receipt scheduled during a period of suspended state business operations will be rescheduled for processing at the same time on the next regularly scheduled business day.
11. **LICENSE/REGISTRATION**: The contractor shall possess and maintain through the period of the contract performance, all licenses required by Federal or Commonwealth of Virginia Laws or Regulations for the performance of any and all work required by this contract. Contractor shall provide written proof of licensing/registration when requested by the University.
12. **PUBLIC POSTING OF COOPERATIVE CONTRACTS**: Radford University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract(s) to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
13. **PROPOSAL ACCEPTANCE PERIOD**: Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or until the solicitation is canceled.
14. **RENEWAL OF CONTRACT**: This contract may be renewed by the Commonwealth for seven (7) successive one year periods) under the terms and conditions of the original contract or as negotiated. Revenue increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
15. **TRADE SECRETS/PROPRIETARY INFORMATION**: Trade secrets or proprietary information submitted by a bidder or contractor in connection with this procurement transaction are not subject to public disclosure under the Virginia Freedom of Information Act. However, to

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prevent disclosure a bidder or contractor must invoke the protection of § 2.2-4318 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 reason why protection is necessary. The proprietary or trade secret material 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 secrets or proprietary information. **The classification of an entire bid document, line items prices and/or total bid prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the bid.**

- 16. VIRGINIA FREEDOM OF INFORMATION ACT:** Except as provided, once an award is announced, all proposals/bids submitted to this RFP/IFB will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) with the trade secrets and/or proprietary redacted. *If all of these requirements are not met, then the firm's entire proposal will be available for public inspection*

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**RFP R14-024 - Attachment D - Offeror Data Sheet**

Attachment D is to be completed and submitted by the Offeror as part of a complete Proposal.

\*Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid/offer nonresponsive.

<b>Qualifications:</b> The Offeror must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.	
<b>Vendor's Primary Contact for this RFP:</b>	
<b>NAME:</b>	<b>TITLE:</b>
<b>PHONE:</b>	<b>EMAIL:</b>
<b>Years in Business:</b> Indicate the length of time the Offeror's company has been in business providing the type of good or service to the type of customer detailed in this RFP:	
<b>YEARS:</b>	<b>MONTHS:</b>
<b>References:</b> Indicate below a listing of at least four (4) current or recent accounts, preferably with institutions of higher education in similar size and comparability to Radford University, 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. The Contact should be knowledgeable about the design, implementation, training, and service the Offeror's company provided to the referenced company.	
<b>1) Company:</b>	<b>Contact Name and Title:</b>
<b>Phone: ( )</b>	<b>Email:</b>
<b>Fax: ( )</b>	
<b>Project:</b>	
<b>Dates of Service:</b>	<b>\$Amount of Revenue Dollars Achieved During the contract term.</b>
<b>2) Company:</b>	<b>Contact Name and Title:</b>
<b>Phone: ( )</b>	<b>Email:</b>
<b>Fax: ( )</b>	
<b>Project:</b>	

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<b>Dates of Service:</b>	<b>\$Amount of Revenue Dollars Achieved During the contract term</b>
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<b>3) Company:</b>	<b>Contact Name and Title:</b>
<b>Phone: ( )</b>	<b>Email:</b>
<b>Fax: ( )</b>	
<b>Project:</b>	
<b>Dates of Service:</b>	<b>\$Amount of Revenue Dollars Achieved During the contract term</b>
<b>4) Company:</b>	<b>Contact Name and Title:</b>
<b>Phone: ( )</b>	<b>Email:</b>
<b>Fax: ( )</b>	
<b>Project:</b>	
<b>Dates of Service:</b>	<b>\$Amount of Revenue Dollars Achieved During the contract term</b>

**LOST ACCOUNTS:** If you have lost accounts in the past (12) twelve months please indicate below providing the reasons as to why.

<b>5) Company:</b>	<b>Contact Name and Title:</b>
<b>Phone: ( )</b>	<b>Email:</b>
<b>Fax: ( )</b>	
<b>Project:</b>	
<b>Dates of Service:</b>	<b>\$Amount of Revenue Dollars Achieved During the contract term</b>

**R14-024 Trademark Management Program – Contract No. RU15001****RFP R14-024 - Attachment E - SWaM Utilization Plan**

Attachment E, Table A is to be completed and submitted by the Offeror as part of a complete Proposal.

- A. Table A - Complete the SWaM Utilization Plan table below and submit with Proposal. See [www.dmbv.virginia.gov](http://www.dmbv.virginia.gov) for additional information on DMBE certification.

<b>SWaM Vendor Name, Address, Phone</b>	<b>Virginia DMBE Certification # and Expiration</b>	<b>Knowledgeable Contact Name, Title, Email</b>	<b>Goods/Services to be Provided</b>	<b>\$ Planned Spend and % of Total \$</b>

**\*This information will be used to determine percentage of points assigned to Evaluation Criteria if Offeror is not a DMBE SWaM certified vendor.**

- B. Table B is not to be completed for the proposal. If contract is awarded, the contractor shall provide the below quarterly report to the Radford University Director of Supplier Diversity and Contract Administration detailing the small business utilization actual spending. The quarterly report will be due the first week of the subsequent month for each quarter year, consisting of Jan-Mar, Apr-Jun, Jul-Sep, and Oct-Dec. The report must be submitted to the following address (email preferred):

Radford University  
 Director of Supplier Diversity and Contract Administration  
 POB 6885  
 Radford, Virginia 24142  
 amah@radford.edu

Table B is on the following page for reference only – do not complete the Quarterly SWaM Subcontractor Expenditure Reporting Form as part of the proposal.

R14-024 Trademark Management Program – Contract No. RU15001

THIS PAGE FOR REFERENCE ONLY - DO NOT COMPLETE FOR RFP R14-024 PROPOSALS

Radford University
Quarterly SWaM Subcontractor Expenditure Reporting Form

The subcontractor expenditure information provided on this form will be submitted in an electronic dashboard on behalf of Radford University to the Virginia Department of Minority Business Enterprise (DMBE). Provide all information requested for actual expenditures for the monthly billing period.

Reporting Period: Fiscal Year \_\_\_\_\_ Quarter Ended \_\_\_\_\_

Prime Contractor Information: Complete one form for each Prime Contractor

Company Name: \_\_\_\_\_ Company Contact: \_\_\_\_\_
Company Address: \_\_\_\_\_ Company Tax ID: \_\_\_\_\_
\_\_\_\_\_ RU Contract/Project ID \_\_\_\_\_

Subcontracting Expenditures: The amount paid by prime contractors to DMBE-certified SWaM business for work directly traceable to the fulfillment of a contract or project with Radford University.

Table with 5 columns: Subcontractor Name, Subcontractor Tax ID, Category\* (MB/WB/SB), Subcontractor Dollar Amount, DMBE Certification Number. Contains 6 empty rows for data entry.

\* Category: (MB) Minority Business, (WB) Women-owned Business, and (SB) Small Business. (Attach additional pages if necessary)

Summary of Expenditures by SWaM Category

Table with 3 columns: Total Subcontracting Amount with Minority Businesses (MB), Total Subcontracting Amount with Women-owned Business (W), Total Subcontracting Amount with Small Business (SB). Contains 1 empty row for data entry.

Submitted by: \_\_\_\_\_ Name: \_\_\_\_\_

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

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

R14-024 Trademark Management Program – Contract No. RU15001

**RFP R14=024 - Attachment F - Statement of Needs Table**

Attachment F is to be completed and submitted by the Offeror as part of a complete Proposal.

<i>Item #</i>	<i>Requested Capability</i>	<i>Yes or No</i>	<i>If yes, describe how the capability is provided and relevant details</i>  <i>If no, describe a comparable alternate approach for consideration, if available</i>
<b>1</b>	<b>ESSENTIAL ATTRIBUTES</b>		Licensee audit process/measures approval.
			Electronic design/product approval process.
			Established procedures to enforce organized trademark processes to monitor vendors/producers of merchandise imprinted with RU logos, marks, and indica.
<b>2</b>	<b>DESIRED ATTRIBUTES</b>		Services provided as a consortium of Colleges and Universities.

## R14-024 Trademark Management Program – Contract No. RU15001

Item #	Requested Capability	Yes or No	If yes, describe how the capability is provided and relevant details If no, describe a comparable alternate approach for consideration, if available
			Salient facts relative to other similar accounts to include information relative to type, size, location, responsibilities, and owner.
			Submission of any other information that demonstrates the qualifications of the firm.
<b>6</b>	<b>CAPABILITIES, SKILLS AND CAPACITY</b>		Provide evidence that the firm has a solid base network of collegiate licensed vendors
			National inspection and market survey services identifying infringers.
			Compliance with the licensing program.
<b>7</b>	<b>APPROACH AND METHODOLOGY</b>		Efforts that will be used to increase or grow royalty revenue.
			Provide a list of all available services.
			Identify how existing university agreements with licenses will be impacted by any resulting contract.
			Consultation and program launch.
			Accounting Services
			Artwork Services
			Legal Services
			Licensing Services
			Marketing Services
			Computer generated approvals to cut costs.
			Evaluation of trends.
			Database of Institutional Members of the Consortium.

**R14-024 Trademark Management Program – Contract No. RU15001**

**RFP R14-024 - Attachment G - Pricing Table**

Attachment G is to be completed and submitted by the Offeror as part of a complete Proposal. Offerors shall identify **all** costs associated with providing the services as specified in this document and should submit pricing in different formats as hourly rates may apply in certain situations and lump sum pricing may apply in others.

- A. Offerors must identify and furnish a detailed listing of all proposed fees associated with the provision of proposed services.
- B. Describe in detail how your firm could be a substantive partner in addressing the needs of Radford University in relation to the Statement of Needs, and in participating, as do other contractors, in the overall mission of Radford University.

PRICING TABLE

<i>Line Item</i>	<i>Gross Revenue Breakdown</i>	<i>RU Percentage</i>	<i>Contractor Percentage</i>
1			
2			
3			
4			

**R14-024 Trademark Management Program – Contract No. RU15001**

**RFP R14-024 - Attachment H - Pre-Proposal Conference Registration Form**



If planning to attend the Optional Pre-Proposal Conference:  
 Complete and submit this registration form at least 24 hours prior to the conference.  
 Send by email to [tanders@radford.edu](mailto:tanders@radford.edu) or fax to (540) 831-5946.

**If questions about registration or teleconference access, email above or call (540) 831-6097**

<b>OPTIONAL PRE-PROPOSAL CONFERENCE REGISTRATION FORM</b>	
<b>RFP # and Title</b>	R14-024 Trademark Management Program
<b>Conference Date &amp; Place</b>	May 7, 2014 at 10:00 AM
<b>Facilitator</b>	Teresa Anders

Name and address of Company employing individuals below:

<b>Individual Name</b>	<b>Title</b>	<b>Phone &amp; Email</b>	<b>Attending in-person or by phone</b>

**NOTE:** Phone attendees should keep their phone on mute unless speaking to minimize background sound.

## R14-024 Trademark Management Program – Contract No. RU15001

**ADDENDUM NO. 1****TO ALL OFFERORS:**

<b>Reference Request For Proposal Number:</b>	R14-024
<b>Commodity:</b>	Trademark Management Program
<b>Dated</b>	May 8, 2014
<b>For Delivery To:</b>	Radford University Agency, Commonwealth of Virginia 501 Stockton Street Radford, Virginia 24142
<b>Proposal Due Date/Time:</b>	May 19, 2014 – up to and including 3:00 PM EST

The following historical data was requested during the optional Pre-Proposal Conference held on May 7, 2014:

1. Royalties Collected over the past five years:
  - o 2009-2010 - \$19,538.37
  - o 2010-2011 - \$53,170.36
  - o 2011-2012 - \$61,685.20
  - o 2012-2013 - \$68,055.24
  - o 2013-2014 - \$74,071.82
2. We currently have 114 effective licensees with several others pending.
3. At this time we do not have any current exceptions to the licensing program

**Note:** A signed acknowledgement of this addendum must be received at the location indicated on the IFB either prior to the proposal due date and hour or attached to your proposal. Signature on this addendum does not substitute for your signature on the original proposal document. The original proposal document must be signed.

R14-024 Trademark Management Program – Contract No. RU15001

Sincerely,



Teresa C. Anders, CPPB, CUPO, VCO  
Assistant Director, Program and Contracts  
Phone: (540) 831-6097  
Email: [tanders@radford.edu](mailto:tanders@radford.edu)

Acknowledge and Sign Below:

Name of Firm:	
Signature:	Title:
Print Name:	
Date:	

**Attachment B**

**License Resource Group, LLC**

**Proposal to RFP # R14-024**

**Dated: May 15, 2014**

**RUU**  
**RADFORD**  
**UNIVERSITY™**

**RESPONSE TO REQUEST FOR PROPOSAL  
# R14-024  
TRADEMARK MANAGEMENT PROGRAM  
FOR  
RADFORD UNIVERSITY**

**SUBMITTED BY  
LICENSING RESOURCE GROUP, LLC  
DUE: MONDAY, MAY 19, 2014**



**REQUEST FOR PROPOSAL  
RFP # R14-024**

**ISSUE DATE:** April 21, 2014

**TITLE:** Trademark Management Program

**ISSUING AGENCY:** **RADFORD UNIVERSITY**  
Procurement and Contracts  
David E. Armstrong Complex, 501 Stockton St.  
Post Office Box 6885  
Radford, VA 24142-6885

**AGENCY WHERE WORK WILL BE PERFORMED:** Radford University, Radford, VA

**PERIOD OF PERFORMANCE:** One (3) year with (7) one- year renewal options or as negotiated

**SEALED PROPOSALS DUE DATE/TIME:** May 19, 2014 up to and including 3:00 PM Eastern Standard Time  
**PROPOSALS RECEIVED AFTER THE DUE DATE AND TIME CANNOT BE ACCEPTED.**

**OPTIONAL PRE-PROPOSAL CONFERENCE:** May 7, 2014, 10:00 AM EST. Reference Section IX.

**QUESTIONS/INQUIRIES:** E-mail all inquiries for information to: [tanders@radford.edu](mailto:tanders@radford.edu)  
Questions may be submitted up to 4 business days before due date.  
RFP Addenda with questions and answers will be published on eVA with the RFP.

**IF PROPOSALS ARE MAILED, SEND DIRECTLY TO RADFORD UNIVERSITY, PROCUREMENT AND CONTRACTS, POST OFFICE BOX 6885, RADFORD, VA 24142. IF PROPOSALS ARE HAND DELIVERED OR SENT BY COURIER, DELIVER TO: Radford University, Procurement and Contracts, David E. Armstrong Complex, 501 Stockton St., Radford, VA 24142.**

In compliance with this Request for Proposals and to all conditions imposed therein, the undersigned offers and agrees to furnish the goods/services described at the prices indicated in Attachment (G) - Pricing Table.

Legal Name and Address of Firm (Type or Print):

Licensing Resource Group, LLC	Date: 05/15/2014	
442 Century lane, Suite 100	Signature:	
Holland, Michigan 49423	Print Name: Michael Van Wieren	
	Title: Vice President & General Counsel	
FEI/FIN/SS No.: <span style="background-color: black; color: black;">XXXXXXXXXX</span>	Telephone: 616-395-0676	
eVA Vendor ID or DUNS N.  858540685	Fax: 616-395-2517	Email: michael@lrgusa.com

Check all that apply:  Corporation  Partnership  Proprietorship  Individual  
 Woman-Owned  Minority-Owned  Small Business  
**Department of Minority Business Enterprise (DMBE) Certification No. and Expiration Date:** \_\_\_\_\_  
**([www.dmbc.virginia.gov](http://www.dmbc.virginia.gov)) for additional information.**

*Note: This public body does not discriminate against faith-based organizations in accordance with §36 of the Governing Rules 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.*

**RFP R14-024 - Attachment D - Offeror Data Sheet**

Attachment D is to be completed and submitted by the Offeror as part of a complete Proposal.

\*Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid/offer nonresponsive.

<b>Qualifications:</b> The Offeror must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.	
<b>Vendor's Primary Contact for this RFP:</b>	
<b>NAME:</b> Michael Van Wieren	<b>TITLE:</b> Vice President & General Counsel
<b>PHONE:</b> 616-395-0676	<b>EMAIL:</b> michael@lrgusa.com
<b>Years in Business:</b> Indicate the length of time the Offeror's company has been in business providing the type of good or service to the type of customer detailed in this RFP:	
<b>YEARS:</b> 23	<b>MONTHS:</b> 1
<b>References:</b> Indicate below a listing of at least four (4) current or recent accounts, preferably with institutions of higher education in similar size and comparability to Radford University, 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. The Contact should be knowledgeable about the design, implementation, training, and service the Offeror's company provided to the referenced company.	
<b>1) Company:</b> Longwood University	<b>Contact Name and Title:</b> Troy Austin Director of Athletics
<b>Phone:</b> ( ) (434) 395-2057 <b>Fax:</b> ( ) (434) 395-2568	<b>Email:</b> austints@longwood.edu
<b>Project:</b> Trademark Licensing Services	
<b>Dates of Service:</b> 2006 - Present	<b>\$Amount of Revenue Dollars Achieved During the contract term.</b> LRG does not disclose client's financial information.
<b>2) Company:</b> Liberty University	<b>Contact Name and Title:</b> Kevin Keys Director of Athletics Marketing
<b>Phone:</b> ( ) (434) 592-2057 <b>Fax:</b> ( ) (434) 582-2076	<b>Email:</b> kkeys@liberty.edu
<b>Project:</b> Trademark Licensing Services	
<b>Dates of Service:</b> 2006 - Present	<b>\$Amount of Revenue Dollars Achieved During the contract term.</b> LRG does not disclose client's financial information.

<b>3) Company:</b> Coastal Carolina University	<b>Contact Name and Title:</b> Matt Hogue Interim Director of Athletics
<b>Phone:</b> ( ) (843) 349-2102 <b>Fax:</b> ( ) (843) 349-2119	<b>Email:</b> dhogue@coastal.edu
<b>Project:</b> Trademark Licensing Services	
<b>Dates of Service:</b> 2008 - Present	<b>\$Amount of Revenue Dollars Achieved During the contract term</b> LRG does not disclose client's financial information.

<b>4) Company:</b> Christoher Newport University	<b>Contact Name and Title:</b> Kyle McMullin Assistant Director of Athletics
<b>Phone:</b> ( ) (757) 594-7420 <b>Fax:</b> ( ) (757) 594-7839	<b>Email:</b> Kyle.mcmullin@cnu.edu
<b>Project:</b> Trademark Licensing Services	
<b>Dates of Service:</b> 2011 - Present	<b>\$Amount of Revenue Dollars Achieved During the contract term</b> LRG does not disclose client's financial information.

**LOST ACCOUNTS:** If you have lost accounts in the past (12) twelve months please indicate below providing the reasons as to why.

<b>5) Company:</b> University of Illinois at Chicago	<b>Contact Name and Title:</b> Mike Cassidy Associate Athletic Director
<b>Phone:</b> ( ) (312) 413-8199 <b>Fax:</b> ( )	<b>Email:</b> cassidy@uic.edu
<b>Project:</b> Trademark Licensing Services	
<b>Dates of Service:</b> 2008 - 2013	<b>\$Amount of Revenue Dollars Achieved During the contract term</b> LRG does not disclose client's financial information.

<b>6) Company:</b> Loyola University, Chicago	<b>Contact Name and Title:</b> Mark Beane Director of Marketing
<b>Phone:</b> ( ) (312) 915-6213 <b>Fax:</b> ( )	<b>Email:</b> mbeane1@luc.edu
<b>Project:</b> Trademark Licensing Services	
<b>Dates of Service:</b> 2002 - 2013	<b>\$Amount of Revenue Dollars Achieved During the contract term</b> LRG does not disclose client's financial information.

**RFP R14-024 - Attachment E - SWaM Utilization Plan**

Attachment E, Table A is to be completed and submitted by the Offeror as part of a complete Proposal.

- A. Table A - Complete the SWaM Utilization Plan table below and submit with Proposal. See [www.dmbv.virginia.gov](http://www.dmbv.virginia.gov) for additional information on DMBE certification.

<b>SWaM Vendor Name, Address, Phone</b>	<b>Virginia DMBE Certification # and Expiration</b>	<b>Knowledgeable Contact Name, Title, Email</b>	<b>Goods/Services to be Provided</b>	<b>\$ Planned Spend and % of Total \$</b>
ADEAST SPECIALTIES, INC. 12238 STIRRUP CUP LANE ROCKVILLE, VA 23146 Phone: (804)749-8435	DMBE#: 689906 Exp. Date:12-15-2016	Michael Jeuick Phone: (804)749-8435 mjeuick@adeastspecialties.com	Promotional Products	1%
SAYRE ENTERPRISES, INC. 45 NATURAL BRIDGE SCHOOL RD. NATURAL BRIDGE STATION, VA 24579 Phone: (540)291-3800	DMBE#: 653857 Exp. Date:12-21-2015	Jessica Ayers Phone: (540)291-3800 jayers@sayreinc.com	Embroidery	2%
SCOVILLE SPECIALTIES 2250 MURRAL RD. LYNCHBURG, VA 24501 Phone: (434)528-8828	DMBE#: 9701 Exp. Date:04-30-2017	Lynn Scoville Phone: (434)528-8828 lynn@ssipromos.com	Promotional Products	1%

**\*This information will be used to determine percentage of points assigned to Evaluation Criteria if Offeror is not a DMBE SWaM certified vendor.**

- B. Table B is not to be completed for the proposal. If contract is awarded, the contractor shall provide the below quarterly report to the Radford University Director of Supplier Diversity and Contract Administration detailing the small business utilization actual spending. The quarterly report will be due the first week of the subsequent month for each quarter year, consisting of Jan-Mar, Apr-Jun, Jul-Sep, and Oct-Dec. The report must be submitted to the following address (email preferred):

Radford University  
Director of Supplier Diversity and Contract Administration  
POB 6885  
Radford, Virginia 24142  
amah@radford.edu

Table B is on the following page for reference only – do not complete the Quarterly SWaM Subcontractor Expenditure Reporting Form as part of the proposal.

# **TABLE OF CONTENTS**

***SECTION I – ATTACHMENT D. OFFEROR DATA SHEET***

***SECTION II – ATTACHMENT E. SWAM UTILIZATION PLANS***

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***SECTION IV – ATTACHMENT G. PRICING TABLE*** **33**

***SECTION V – ADDITIONAL MATERIAL***

***LRG Organizational Chart***

***Sample Reports***

***Retailer Report***

***Client Licensing List***

## ATTACHMENT F. STATEMENT OF NEEDS

3. Experience and Qualifications: Within or attached to the Statement of Needs Table (See Attachment F) and Offeror Data Sheet (See Attachment D), as appropriate, include a written narrative statement to include:

a. Experience of the firm in providing services described herein.



The Licensing Resource Group is a privately-held company founded in May of 1991 by individuals who combined their experience from different parts of the licensing industry to create an alternative approach to traditional management techniques. LRG prides itself in providing outstanding service within a partnership-type atmosphere, and we are consistently recognized throughout the industry for our high level of customer service—a distinction of which we are extremely proud. The foundation of all of LRG's relationships is teamwork - with the client, manufacturer, retailer and LRG working together toward a common goal - protecting and promoting our clients' trademarks in a positive manner and generating revenue as a result.

LRG is the only licensing agency whose ownership has roots in the manufacturing and merchandising side of the business. Over the 23 years LRG has been in business, we have proved to be an aggressive company which has brought many new concepts to the forefront of the licensing industry and made them successful. With more than 200 college partners, we currently help to manage some of the most successful licensing programs in the country, including ten of the twelve Big South Conference members.

b. Names, qualifications and experience of personnel to be assigned to the project, including an organizational chart, individual qualifications and duties, etc.

### Radford University Account Management Team

The RU partnership will continue to be led by university brand manager, Brian Eubank. Brian is based out of our North Carolina office, and has an intimate knowledge of the region from his experience working with Radford University and clients in the state of Virginia such as Liberty University, Longwood University, and the University of Richmond. Assisting Brian on the account will be Wil Spires, executive vice president; and Jeff Diamond, marketing manager. This team brings over 40 years of experience in the collegiate licensing industry and will be able to provide guidance and input to help Radford reach their licensing goals. Radford University will also have access to any member of the LRG team to help provide assistance with administrative, enforcement, marketing, merchandising, royalty, and compliance/legal needs.

### 3. b) continued

#### Officers

##### ***J. Lewis Hardy . President and Chief Executive Officer***

Recognized as one of the top brand development and merchandising executives in the industry, Lewis has been a driving force behind colleges and universities realizing the power of branding. He provides the overall leadership and strategic vision for LRG, and works closely with many of the company's clients to create opportunities for increased retail presence and royalty revenue for the university. He is well-known among both university and athletic administrators and coaches, and spends time regularly visiting college campuses, working with both licensees and retailers, speaking about branding and merchandising, and proudly cheering for LRG clients.

Prior to joining LRG, Lewis was instrumental in several of Champion Products' marketing and brand management campaigns in the athletic, bookstore and corporate divisions while serving as an executive with the company for 18 years. Lewis began his career with the Colgate/Palmolive Sports Division, which owned 21 sports-oriented companies. He has worked with the NBA, NFL, MLB, NCAA, USOC, NHL, ASA and many other recreational organizations over the years in developing their uniforms, marketing programs and brands.

Lewis received two degrees from North Carolina State University while competing on the Wolfpack baseball and basketball teams. He is a former member of both the NC State Board of Visitors and the North Carolina State Textile Foundation.

##### ***Gene L. Wandling . Executive Vice President and Chief Financial Officer***

Gene is one of the founders of LRG and is a well-known industry expert in royalty management and audit practices and recoveries. His financial acumen and industry knowledge provide invaluable insight that helps to shape LRG's strategic vision. Gene oversees LRG's corporate financial management as well as accounting and royalty functions and the company's compliance review services.

Prior to forming LRG, Gene served 15 years on the finance faculty at the University of Iowa's College of Business Administration and founded a successful financial consulting company providing services to financial institutions, small businesses and collegiate licensing programs. He also served seven years as a commercial lending and marketing officer at Iowa State Bank & Trust Company.

Gene received his degree from the University of Iowa. He has presented numerous programs regarding royalty and compliance management to industry professionals, and continues to serve as the director of the Iowa School of Banking for the Iowa Bankers Association.

#### **Key Staff**

---

##### **Sales and Development**

##### ***John Dutton . Director of Retail and Merchandising***

John works out of our North Carolina office and is responsible for maximizing retail opportunities for our clients with key national retail partners such as Wal-Mart, Target, Dick's Sporting Goods, Lids, Kohl's, Finish Line, Hibbett Sports and others. He spent eight years with Champion Products building their licensed product line, including NBA Replicas and

### **3. b) continued**

Practicewear, NFL Replicas and Practicewear, MLB Diamond Collection, USA Basketball, and various collegiate categories. In addition, John has eight years of sales experience with display and classified print advertising from being part of the Raleigh News & Observer's sales team. John is a graduate of Appalachian State University.

#### ***Cheri Moore . Assistant Director of Retail and Merchandising***

Cheri joined LRG in August 2013 and serves as one of the primary team leaders within our retail and merchandising department to promote and maximize retail opportunities for our university partners with key retail and licensee partners. Prior to joining LRG, Cheri worked eight years at Wake Forest University as the Assistant Director of Merchandising and Marketing responsible for general merchandise and marketing for University Stores. Cheri also brings a combined 14 years of experience as a buyer of multiple departments at Belk Department Stores, and as a senior merchant at National Wholesale Company, where she was responsible for sourcing and developing ladies merchandise. Cheri is a graduate of Liberty University.

#### ***Tim Sears . Director of New Business Development***

Tim recently joined LRG in June of 2012 and is responsible for developing new strategic partnerships for LRG and our clients. Prior to joining LRG, he served as the retail marketing manager at the Collegiate Licensing Company (CLC) from 2001-2006 before moving on to Vineyard Vines. Tim was at Vineyard Vines from 2007- 2012 where he worked as the licensing manager in charge of growing the company's licensing portfolio in both the college and professional markets. Tim is a graduate of the University of Tennessee.

### **Marketing**

#### ***Lisa Tomlinson . Vice President of Marketing***

Lisa is responsible for developing and executing creative marketing, branding and public relations strategies for LRG and its clients. She also manages the development of LRG's web-based initiatives, including the Trademarx Artwork and Approval Solutions and the company's corporate site. She has designed numerous brand development campaigns on behalf of LRG's clients, including the creative development of North Dakota State's "Be Herd" merchandising campaign. Lisa received her bachelor's degree in communication from Central College (Iowa) and has been with LRG since 1992. Prior to LRG, Lisa was a member of the athletic media relations staff at San Diego State University, where she helped to manage the public relations programs for football, men's basketball and baseball.

#### ***Kevin Phillips . Marketing Manager***

Kevin provides design direction and manages production for many of the retail point of sale and promotional pieces for marketing campaigns. He has also developed promotional concepts for LRG's clients, including University of Akron's "Featured Product" promotion that helped the Bookstore market their products to fans through Akron's social media channels. Kevin graduated from Central Michigan University with a degree in journalism and has been with LRG since 2005.

#### ***Mason Everett . Marketing Manager***

Mason works out of our Michigan office and handles the creative design for marketing LRG and its clients. He has also developed promotional concepts for LRG's clients, including Iowa State University's recent throwback game where Mason designed graphics for merchandise and signage to help market the game and merchandise being sold. Mason received his bachelor's degree in advertising and public relations from Grand Valley State University and his master's degree in sport

### **3. b) continued**

management from Western Michigan University. Prior to joining LRG in 2011, Mason worked as an in-store visual designer at Meijer, Inc.

#### **Royalty Management**

##### ***Tom Lagone . Controller***

Tom has worked with LRG since 2010 and is responsible for the oversight of all royalty functions, compliance review engagements and the day-to-day accounting functions of LRG. Prior to joining LRG, Tom worked in public accounting as a Certified Public Accountant at a senior level executive specializing in taxation while performing various other consultation services. Tom received his bachelor's of Business Administration with a specialization in Accountancy from Western Michigan University and has been practicing as a Certified Public Accountant since 2007.

##### ***Kathy Ferguson . Royalty Manager***

Kathy has worked with LRG since 2008 and leads the daily management functions of the royalty department. Responsibilities entail general licensee correspondence, quarterly royalty reporting and day-to-day responsibilities of LRG's operations department. Kathy studied Business Management at Ferris State University.

##### ***Mike Hickey . Accounting Associate***

Mike recently joined LRG in December of 2012 and assists in the day-to-day royalty management and performing compliance reviews. Mike received his bachelor's in Secondary Mathematics from Western Michigan University and Bachelors of Business Administration with a specialization in Accountancy from Davenport University.

#### **Legal**

##### ***Michael Van Wieren, Esq. . Vice President and General Counsel***

Michael oversees LRG's legal operations and assists clients with their trademark protection needs. He gained extensive experience in criminal and contract law while clerking for the Michigan Supreme Court Justice, and has dealt with intellectual property cases throughout his career. Prior to joining LRG, Michael served as a federal government attorney working for the Small Business Association in the state of Texas, where he and his staff helped to revitalize small businesses in the South after Hurricane Katrina. Michael graduated from Hope College (Michigan) in 1998, and received his juris doctorate from Ave Maria University in 2004. He has been with LRG since 2007.

##### ***Anna Weiss . Paralegal***

Anna works out of our Michigan office and is responsible for managing clients' portfolios, contract maintenance, and assisting in trademark infringement matters. Anna received her bachelor's degree from Michigan State University and Paralegal from Davenport University. Prior to joining LRG in 2011, Anna worked as a legal assistant at Price Heneveld, LLC.

##### ***Casey Shillito . Legal Assistant***

Casey works out of our Michigan office and works with LRG's legal team to assist with managing clients' contracts and trademark infringement matters. Casey joined LRG in 2013 after receiving her bachelor's degree from Hillsdale College.

### **3. b) continued**

#### **Administration**

LRG's administration staff is highly recognized for their outstanding customer service in the day-to-day administration of our clients and licensees. Our staff strives to make sure all licensees and clients are up to date on policies and information pertaining to their program and are always available to help answer any questions they may have. Below is a list of our administration staff along with responsibilities:

#### ***Betsy Flamboe . Licensing Administrator***

Betsy has worked out of our Michigan office since 2005 and assists in the daily management of LRG's licensee partners, providing guidance to manufacturers through each stage of the licensing process. She also helps licensees with name changes, adding additional schools to their master agreement, and provides guidance throughout the entire licensing cycle. Betsy attended Davenport University with a concentration in business management and accounting.

#### ***Jack Landrigan . Licensing Administrator & Client Services Manager***

Jack works out of our Michigan office and assist licensees in the application process and insurance requirements. He also manages the day-to-day aspects of the Collegiate Licensed Properties Association label and the organization's use of the GenuNet™ System, which monitors misuse of trademarks and trade names on the Internet. Jack received his bachelor's degree from Purdue University and has been with LRG since 1997.

#### ***Carolyn Dale . Insurance Compliance and Corporate Social Responsibility Manager***

Carolyn has worked out of our Michigan office since 2008 and assists in the daily management of LRG's licensee partners, helping to review new products to ensure consistency with LRG's policies and each client's individual requirements. Carolyn also attends FLA meetings on a regular basis to help keep both licensees and clients abreast of industry trends and policies. Carolyn holds a bachelor's degree in Marketing from the University of Colorado.

***Please reference Section V- Additional Material for an organizational chart of LRG.***

c. Resumes of key employees to be assigned to the project.

#### ***Brian Eubank . University Brand Manager***

Brian hails from the Hampton, VA area, and manages the day-to-day activity of all LRG partners throughout the state of Virginia, DC, and eastern North Carolina and South Carolina. He provides strong creative input to his clients that reap results. He has also worked with LRG clients such as Longwood University and University of Richmond to develop creative campaigns, retail strategies and promotions designed to increase floor space, brand recognition, and ultimately royalty revenue for LRG's clients.

Brian received his bachelor's degree in Marketing from Longwood University; prior to joining LRG in 2009 he worked at Anheuser-Busch in the Sports Marketing Department.

### 3. c) continued

#### ***Wil Spires . Executive Vice President***

Wil works out of our Winston-Salem, North Carolina office and helped open the LRG office in 2004. He has fourteen years of licensing experience on both the university and agency side. His responsibilities include oversight of sales and business development activities across LRG's regional offices as well as retail and brand development initiatives for LRG and its clients. Prior to joining LRG, Wil served as the assistant director of marketing for the Wake Forest University athletic department. During his tenure at WFU, he helped to manage the creative and promotional aspects of Demon Deacon athletics, including licensing, as well as working with the Deacon Club.

Wil received his bachelor's degree in mathematical business from Wake Forest University and was a member of the WFU football team. He earned his master's degree in sport management from West Virginia University.

#### ***Jeff Diamond . Marketing Manager***

Jeff works out of our Winston-Salem office and is responsible for creating retail point of sale promotional pieces, design collateral for retailers, as well as apparel graphics and hot market logos. He is also active in developing new marketing concepts for schools as well as expanding the creative scope of athletic program initiatives. Jeff has spent most of his career in sports apparel and marketing, working as the Art Director at Aéropostale in New York for 6 years, before moving south and spending time at Champion/C9. Prior to LRG Jeff spent 3 years as the Graphic Design Manager at Knights Apparel in Spartanburg, SC, where he led the men's team in creating collegiate graphic lines for Mass, Mid-Tier, and Bookstore distribution. Jeff earned his BFA in Graphic Design/Illustration from The School of Visual Arts in New York City.

### d. Operating structure and geographic locations including those portions of the Offeror's organization which would provide direct support to the implementation and management of the program.

LRG currently has offices in Bristol, Rhode Island; Holland, Michigan; Iowa City, Iowa; Frisco, Texas; and Winston-Salem, North Carolina. Administrative services, marketing, and technology are managed in the Holland office, while accounting and financial services are managed in the Iowa City location. LRG's Bristol, Frisco and Winston-Salem offices manage LRG's core sales and development initiatives as well as the day-to-day operation of numerous LRG accounts. LRG's Winston-Salem office would continue to implement the day-to-day management of the Radford University/LRG Partnership; however, all offices would continue to provide support in all aspects of the licensing program.

## 1. ESSENTIAL ATTRIBUTES

**Yes** Licensee audit process/measures approval.

LRG conducts numerous compliance reviews each year nationwide. Reviews help to address specific licensee issues, ensure that proper royalties are being remitted, and promote competitive equity in the marketplace. Each review that LRG conducts includes all LRG clients, as well as several independent universities, who contract with LRG for this important service. During the course of a year, LRG performs a minimum of 100 compliance reviews around the country and between the four auditors conducting compliance reviews; LRG is proficient in reviewing the top 20% of our licensees on a three-year rotation. In addition to reviewing the national licensees, LRG will also visit your local licensees to make sure they are filing in accordance with your standard license agreement. *Please reference page 20 for more information on LRG's audit process.*

**Yes** Electronic design/product approval process

LRG's Trademarx Artwork Solution is a custom-designed program that provides authorized licensees with access to Radford University's production-ready artwork and graphic standards guide so as to provide your licensees with detailed information on trademark usage and placement, usage guidelines and restrictions, and color values. The Trademarx Artwork Approval Solution is completely integrated with the artwork distribution solution, and is the only interactive web-based solution in the industry that assists users in submitting, reviewing, approving and archiving artwork in one central location. *Please reference pages 30-31 for more information on LRG's electronic design process.*

LRG handles routine product approvals on behalf of all of its clients, and would continue to do so on behalf of Radford. We require manufacturers to complete and return a Product Specification Form with each product submitted for consideration. This form provides detailed information on material content, enhancement methods, special care instructions, and other information vital in evaluating the quality of each item. LRG enforces its quality standards (listed as part of all LRG agreements) by regularly reviewing licensee products through both sample submissions and market evaluations. Products are tested for durability, safety and validity of care label instructions that accompany product samples. Each product is digitally photographed, and the image uploaded into our Trademarx software system. All products are retained on-site at LRG's offices in Michigan. Product photos and detailed information are stored in our software system and is easily accessible for all clients through Client Connect. You can rest assured that your trademarks will only be reproduced on high-quality, tasteful items.

**Yes** Established procedures to enforce organized trademark processes to monitor vendors/producers of merchandise imprinted with RU logos, marks, and indicia.

LRG's experienced General Counsel and Paralegal are able to assist in drafting and sending cease-and-desist notices to infringing entities. Our staff manages in excess of over 250 infringement actions each year and has extensive knowledge in identifying the source of the infringement and drafting notices that result in swift and effective action. Our compliance staff has helped to stop the misuse of trademarks, logos and phrases on-line, in the marketplace, and by outside entities such as businesses, individuals and other educational institutions. They also enforce against social networking infringement and can easily stop violations that occur on platforms such as Facebook, Twitter, Etsy.com, and Tumblr. As with all of our professional services, we 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 infringement. Working closely with the university allows LRG to operate quickly and effectively to stop matters of infringement. Should there be an infringement

## Statement of Needs, 1. Essential Attribute, continued

situation that escalates to legal action beyond notice, or there is a need to negotiate settlements we consult with the university to determine the best course of action.

## 2. DESIRED ATTRIBUTES

**Yes** Services provided as a consortium of Colleges and Universities.

All LRG partner schools and several independent universities use the Collegiate Licensed Product (CLP) label to help identify their merchandise as officially licensed. LRG handles the day-to-day management of this label as the named management company of the Collegiate Licensed Properties Association (CLPA), a non-profit organization made up of more than 200 colleges and universities nationwide. In the spring of 2006, the CLPA collaborated with OpSec Security, Inc. to help develop an optically variable authentication device found in the labels and hang tags currently required by each member. OpSec is a single-source global provider of anti-counterfeiting and brand protection management solutions, and handles the anti-counterfeiting protection devices for Major League Baseball (MLB), the National Basketball Association (NBA), the National Football League (NFL), and the National Hockey League (NHL), as well as providing worldwide security for government documents. Their extensive experience helped CLPA to develop the most sophisticated tag on the market today, and its coding system and database allows us to easily identify unlicensed goods and compare these findings to artwork submissions and royalty reporting habits.



CLPA represents more than \$1.6 billion of the \$4.4 billion collegiate licensed product industry and Radford would continue to benefit from the level of protection CLPA provides for its members, a service that is unrivaled in our industry. It has been the charge of CLPA's board of directors to find ways to educate the collective trademark licensing industry on the organization's mission and the collective brand power of its members. As an organization (including all of LRG's full-managed clients), CLPA exhibits at the Sports Licensing and Entertainment Marketplace/Tailgate Picnic Show, held annually in Las Vegas, Nevada. This allows members and representatives from LRG to meet with industry trade publications, licensees from our industry as well as new licensees that service the professional leagues and other intellectual properties, and represent each of the members in a bold and imaginative way. During the show, we have secured several new licensee partners, met with regional and national buyers from retailers all across the nation, and promoted the mission and goals of the CLPA.



### **Code of Conduct**

LRG was a leader in the initial phases of researching and creating what have become the recognized standards for monitoring and fair labor practices among licensees and manufacturers. Since its beginning, we have held a seat on the Fair Labor Association's (FLA) University Advisory Council and Executive Committee, and regularly attend meetings, seminars, remediation sessions and industry events that discuss and advance this important topic. We have also worked closely with the Worker's Rights Consortium (WRC) in developing strategies that help our clients who are members of that organization adopt and maintain the proper codes and requirements.



## Statement of Needs, 2. Desired Attributes, continued

Creating the right kind of requirements for ensuring the fair and humane production of licensed products is a personal choice that needs to be made by each individual school. This is not a topic that is served well by a blanket policy created in vacuum or by making schools feel as though they need to require more restrictions than may be warranted by their community, especially when the temperature for the topic varies wildly from campus to campus.

There are others within the industry that may push for a more comprehensive approach to managing anti-sweatshop affairs, but many times this approach ends up costing each university more in financial and personnel resources and in the end, dissuades responsible companies from obtaining a license with your university. This is why we feel so strongly about working with each institution to continually assess the varying level of activity and demand on campus, and ensure that we are truly acting in our client's best interest when requiring anti-sweatshop compliance.

Internally, LRG has implemented a program requiring all active licensees to disclose detailed information regarding the manufacturing locations used to produce licensed merchandise. Manufacturers applying for a license are also required to disclose this information during the application process. LRG also encourages licensees to sign a manufacturer's agreement which would give LRG permission to audit the manufacturer. This sensitive information is protected by LRG on behalf of all parties involved, and is released only to client contacts and recognized monitoring agencies. Our minimal requirement for all licensees is that they adhere to the terms set forth by the Fair Labor Association's code of conduct, and disclose all factory locations, manufacturers, sub-contractors and decorators on a regular basis. We manage this information inside of our Trademarx software system, and make this accessible to each campus licensing director on a real-time basis through the Trademarx Client Connect application.



For many of our clients, this alone is enough to ensure that products bearing their marks are produced responsibly; however, we have other clients who are members of both the FLA and the WRC, and still others who have adopted their own codes of conduct. In these cases, we work to educate licensees and ensure that any additional codes beyond our standard requirements are acknowledged and followed, and we track and collect that additional data within our systems.

Besides our administrative support in managing this portion of the licensing process, we also have helped our on-campus licensing directors to address interest groups in person, or provide detailed information and updates to ensure that they have access to the most current and relevant information. These events have taken place on campuses of all sizes and with groups ranging from organized anti-sweatshop committees to student groups and more public forum settings. Our on-campus brand managers are always available to help you assess a situation and provide you with the information available to help handle inquiries into how and where your products are being produced.

In addition to working closely with each of our clients to personally assist them in their individual needs, we are also regular participants in activities and events sponsored by both monitoring organizations and other special interest groups. For more than ten years, LRG has actively participated in numerous anti-sweatshop meetings and events, including:

- FLA events and working sessions held throughout the year in Washington, D.C.
- FLA remediation, training and educational events held around the country on college campuses
- University Caucuses held by the WRC (LRG was one of only four outside entities invited to participate)
- Trips to numerous factories on the continental United States

## Statement of Needs, 2. Desired Attributes, continued

- Active participation in meetings and factory tours in Asia, including Kunshan City, Shanghai, Jintan and Jiangyin in China

LRG's late founder and chairman, Dick Rademaker, was among a select group of industry leaders that developed policies and systems to help the industry manage anti-sweatshop issues, and the only owner and leader of a collegiate licensing agency to actively invest time and resources in developing systems and policies to help manage the enormous amount of information generated from disclosure requirements. Our staff continues to stay abreast of trends and developments regarding fair labor practices both within the collegiate industry and beyond, and is called upon to share insight and knowledge on a regular basis. Michael Van Wieren, vice president and general counsel, and Carolyn Dale, corporate social responsibility manager, are very involved in gathering information, sharing developments internally with LRG employees, with clients, and with outside interest parties, and staying current with developments and trends.

## 3. ESSENTIAL DELIVERABLES

**Yes** How revenue payments are made.

LRG will collect royalties from licensees authorized to sell merchandise bearing RU's marks at the end of each quarter. Royalty payments are remitted directly to LRG and will be deposited in a special account maintained exclusively for Radford University at LRG's financial institution. A detailed royalty revenue report, along with payment of said royalties, will be submitted to you within thirty (30) calendar days of the end of each calendar quarter. Each report will cite from what programs revenue was received, including athletic conference licensing programs, special event licenses, and promotional programs.

**Yes** Provide sample management reports and or forms used by licensees to report revenue.

The Trademarx Management Solutions provide LRG with the tools necessary to manage contacts, contracts, financials and trademarks within a secure, password-protected environment. Its sensible design provides easy access to information to help manage the daily workload and track program performance. With unique reporting tools and an innovative interface, our software becomes the epicenter of our entire line of on-line management tools, and provides a level of information sharing unmatched in the industry.

LRG clients may monitor the daily activity of their account through *Client Connect*; a simplified version of the complete software system allows you 24 hour access to view read-only information pertaining to your licensees, including contract status, product description, retailer information, and other valuable program information. There are no costs associated with Client Connect, this service is included as part of our full-service management. You may also run reports directly from the system to help track your program and provide updates to appropriate personnel. By having access to this real-time information, you can closely monitor specific licensees of interest, track program growth, and stay in touch with the daily activity of your licensing program. This level of transparency and access to information real-time cannot be matched by other systems in our industry. Below is a list of reports that Radford will continue to be able to run on a daily basis:

- Client Vendor List
- Contract by Type
- Licensees by Client

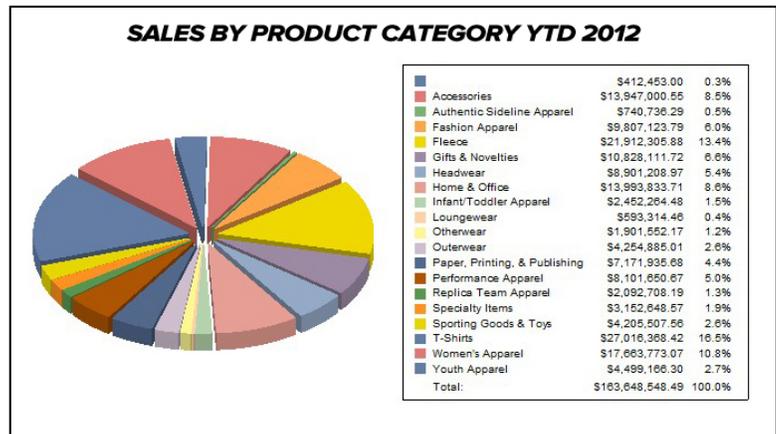
**Statement of Needs, 3. Essential Deliverables, continued**

- Product by Client
- Receipts from Licensor
- Royalties by Contract Type
- Royalties by Licensee
- Sales by Product Category
- Retailer by Licensor
- Quarterly Royalty Summary

In addition to having access to these reports on a 24 hour basis, the University will also continue to receive physical copies of year end reports; each report will include a program overview, licensee and vendor list, royalty report, audit summary, enforcement examples, marketing examples, current trends, and new opportunities for growth. Should the University request any reports or data during the year, our staff would be happy to provide this information to Radford via e-mail.

Licensees utilize *Licensee Connect*, a revolutionary service designed to assist our licensees in the management of their licensing contracts. Through Licensee Connect, licensees enjoy 24 hour, real time access to product information, contact information, contract information, insurance policy on file with LRG, and the ability to view and run a wide array of reports. Licensees are also able to view and report royalties on-line through Licensee Connect, which not only saves them time, but helps eliminate any errors in the process.

We work with each client individually to meet their specific needs for program information, benchmarking exercises and other comparison data. Through our Trademarx Software system, LRG will be able to run a wide array of reports that will help Radford better manage their brand. To help the University stay current with upcoming trends in the licensing and trademark industry, LRG also collects sales data from licensees on product category; this report will provide Radford with information on what is selling and how to capitalize on hot markets. LRG is currently working to develop a new royalty report by retailer feature through our software, this will allow clients to further analyze their retail market and brand presence.



LRG staff is very active in the Virginia retail markets and will provide the University with updates and retail pictures on a regular basis. In addition, LRG will be able to assist Radford in targeted benchmarking to assess their level of production and growth opportunity as compared to other “peer institutions”, or by other key criteria. Each one of these assessments is private to the institution and LRG and not shared publicly or with other institutions. We do not automate these types of reports, because we have found that it is far more effective to make the process of benchmarking more personal and focused, and to drill deeper than high-level royalty generation to create a truthful analysis that can be used to effect program growth.

***Please reference Section V- Additional Material for sample reports and forms used by licensees to report revenue***

### Statement of Needs, 3. Essential Deliverables, continued

**Yes** Copy of product category list.

Please reference Section V- Additional Material for a copy of LRG's sample reports which includes a product category list.

**No** List of exceptions to the licensing program.

LRG does not have any exceptions to the licensing program.

### 4. DESIRED DELIVERABLES

**Yes** Detail instances that will require travel on behalf of university personnel.

LRG does not foresee any instances that would **require** travel on behalf of university personnel, however, we do encourage our clients to attend educational sessions hosted by the International Collegiate Licensing Association (ICLA) at both CAMEX and NACDA shows. Additionally, we encourage our clients to attend the CLPA educational licensing seminar which is hosted in Las Vegas every January. During last year's seminar clients were able to learn more about brand protection through a presentation from the U.S. Custom and Border Patrol along with insight regarding trends and marketing from outside of college by a presentation from UFC.

**Yes** Copies of retailer reports.

Please reference Section V- Additional Material for a copy of Radford University's retailer report product category list.

**Yes** Copy of client licensing list.

Please reference Section V- Additional Material for a copy of LRG's client licensing list.

## 5. QUALIFICATIONS AND RELEVANT EXPERIENCE

**Yes** Experience in providing the services described herein in institutions of higher education. Provide a complete list of all substantively comparable college and university assignments with the last five years, including the institution, time period of assignments and amount of revenue dollars achieved during the assignment.

Below is a list of LRG clients comparable to Radford University, along with time period of assignments; LRG does not disclose financial information regarding our clients.

### Big South Conference Partners

Big South Conference, 9 years  
Campbell University, 9 years  
Charleston Southern University, 9 years  
Coastal Carolina University, 6 years  
Gardner-Webb University, 7 years  
High Point University, 9 years  
Hampton University, 2 years  
Liberty University, 7 years  
Longwood University, 7 years  
University of North Carolina Asheville, 9 years  
Radford University, 4 years

### State of Virginia Partners

Christopher Newport University, 3 years  
Hampden-Sydney College, 1 year  
Hampton University, 3 years  
Liberty University, 7 years  
Longwood University, 7 years  
Norfolk State University, 3 years  
Radford University, 4 years  
University of Richmond, 13 years  
Washington & Lee, 11 years

**Yes** Corporate history, ownership and experience in providing the services described in the Statement of Needs.

As LRG enters its 23<sup>rd</sup> year, we still hold true to our founding principles of commitment to personalized service to our clients, licensees and retailers, and the fair and unbiased treatment of licensees. We truly believe that each of our clients is a unique brand and that consistent program growth, trademark protection and brand evolution will not reach their full potential without the power of partnership.

Our team boasts some of the most dynamic, dedicated and passionate leaders in the industry who will take the time to understand RU's on and off-campus environment, licensing needs, and goals to create a personalized service package. With 35 employees and a 6:1 client to staff ratio, we provide our clients with the very best in service, from core management needs such as day-to-day administration, royalty management, compliance and enforcement, to marketing, merchandising, creative design and brand development. This is your licensing program, with LRG providing the tools, manpower and resources necessary to help you realize the infinite possibilities.

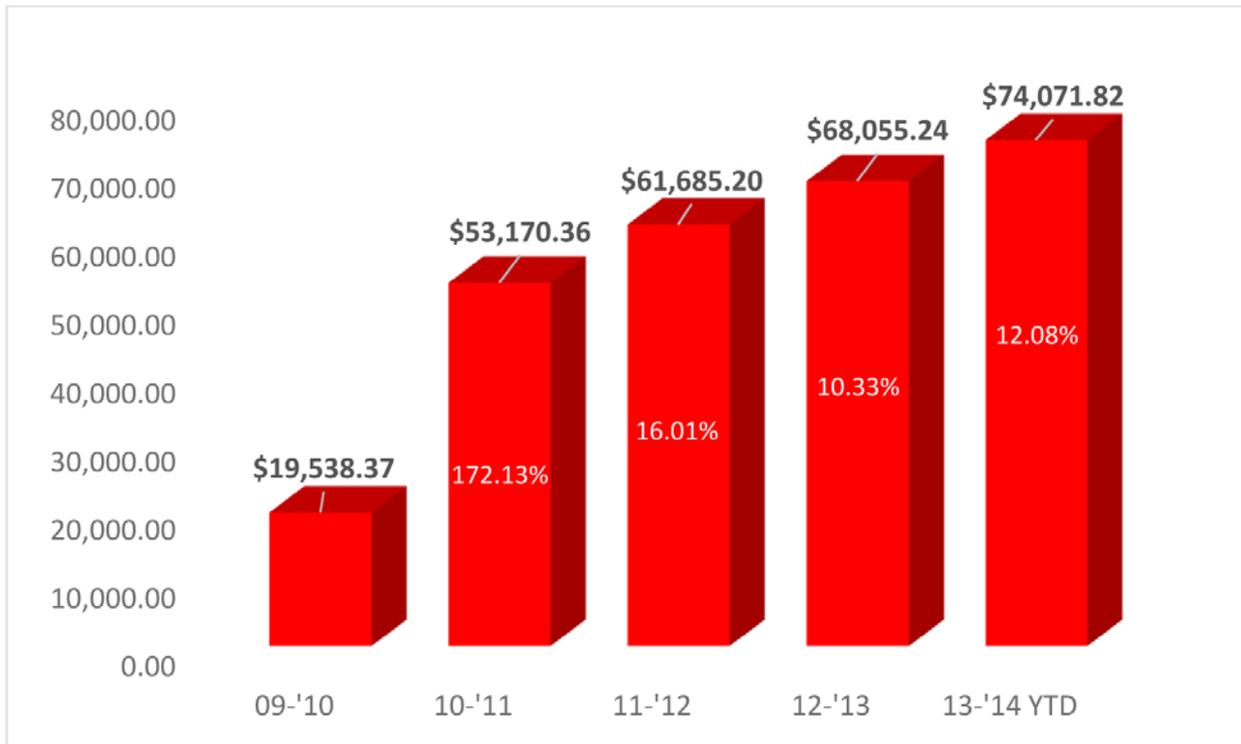
**Statement of Needs, 5. Qualifications and Relevant Experience, continued**

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

LRG possesses the staff, resources, experience, and energy to help Radford continue to build brand recognition and increase royalty revenue. There is not another company in our industry that will devote more time to Radford University than LRG; our staff will be on-campus meeting with your team, in your market talking with your retailers and licensees, and always available by phone to ensure the RU licensing program continues to grow. LRG’s experience working with 10 out of the 12 Big South Conference members; 9 clients in the state of Virginia; and the close proximity of our North Carolina office to Radford will allow our staff to grow the Radford brand by introducing new products in the market and increasing doors that sell Radford University licensed merchandise.

**Yes** Submission of any other information that demonstrates the qualifications of the firm.

LRG has partnered with Radford University for over five years, and during the course of our partnership LRG has worked with the University to expand product offering, increase retail doors and develop creative signage and marketing programs to help drive sales and increase royalty revenue. The graph below demonstrates the successful partnership and growth LRG and Radford University has experienced together; we look forward to continuing this partnership for many years to come.



## 6. CAPABILITIES, SKILLS AND CAPACITY

**Yes** Provide evidence that the firm has a solid base network of collegiate licensed vendors.

Since 1991, LRG has been building a solid base of collegiate licensed vendors and we now manage more than 2,300 different licensees. The relationships that we have established with our licensed vendors continue to allow our clients to bring in new products and designs to help our clients build brand awareness and more importantly royalty revenue.

**Yes** National inspection and market survey services identifying infringers.

LRG takes its responsibility to protect the use of our partners' trademarks seriously, and we are diligent in our coverage of the local, regional and national marketplace. One of the simplest, yet often overlooked facets of enforcement is time spent in the local and regional marketplace. Our team will continue to dedicate extensive time in becoming familiar with the retail landscape in and around Radford and the state of Virginia, including getting to know store managers and other employees, and monitoring the brands, quantities, styles and designs carried by each retailer. We know that this commitment will help us better understand how trends, demographics and external elements affect the sale of licensed product, and allows us to minimize the sale of unlicensed or unapproved merchandise

**Yes** Compliance with the licensing program.

LRG is in compliance with the licensing program.

## 7. APPROACH AND METHODOLOGY

**Yes** Efforts that will be used to increase or grow royalty revenue.

As Radford University reviews its options, we trust you will select the agency with an unchallenged record of providing personalized service and proven results. LRG is confident and proud of our capabilities, people, relationships and services, and we know that Radford University "fits" ideally with LRG's existing partner base. Other agencies may claim that they offer Radford more growth, better service, more leverage and better results. We respectfully disagree. Our promise to you is that the Licensing Resource Group will provide more revenue, more opportunities, more protection, more visits to your campus and more cooperation and communication than you ever thought was possible from an agency partner.

Some have defined licensing as the combination of "three P's" - Protection, Promotion and Profit. In a relationship with LRG, you will not only experience and benefit from enhanced protection, customized promotion, and a growth in profits, but you will gain from our "4<sup>th</sup> P": *Partnership*.

LRG's priority will be Radford University; we will fight for off-campus retail shelf space. We will create and encourage on-campus promotions and events. We will provide you with unmatched, personal administration and attention. We will partner with you to establish both short- and long-range goals, and we will work hard to ensure that your goals are met, if not exceeded.

While the pages in our proposal provide greater detail, we would like to highlight the points and advantages below as you consider the Licensing Resource Group:

## Statement of Needs, 7. Approach and Methodology, continued

- Regional Offices + National Network
- Dedicated Retail Development Staff
- Mature & Sophisticated Art Systems
- Customized Promotional Programs
- “School First” Commitment
- More Local & Regional Retail Relationships
- Exceptional Legal & Accounting Staffs
- Personalized Reports & Consultation
- Partnership Model
- Proven Record of Revenue Growth

**Yes** Provide a list of all available services.

With a renewal of our partnership, Licensing Resource Group will continue to provide the following services to Radford University:

- Contract Administration
- Trademark Artwork & Artwork Approval System
- Trademark Software Solution
- Social Responsibility
- Legal Services
- Labeling
- Compliance and Enforcement
- Royalty Management
- Retail and Merchandising
- Marketing

**Yes** Identify how existing university agreements with licenses will be impacted by any resulting contract.

Because Radford University is currently a partner with LRG, a renewal of our contract will not impact your licensees. Let’s not waste time on operating systems and paperwork, your staff already knows the ins and outs of LRG’s operating system. Instead, let’s focus on what matters most to your program, reviewing internal licensing policies to gain better brand control on-campus and also look into expanding retail presence off-campus with retailers that will make the RU brand both known and prominent. By working together, we can ensure the ongoing success of RU’s trademark licensing program and its royalty revenue growth. Once the contract is renewed LRG will make it a priority to bring the appropriate campus officials to the table to create a plan on how to further develop these initiatives.

**Yes** Consultation and program launch.

At the onset of our renewed partnership, LRG would immediately make a trip to campus and meet with program shareholders to discuss the overall vision of the licensing program and the Radford University brand. What does it mean to think strategically and act tactically when it comes to further advancing a trademark licensing program? Where is your business today? What specifically can be considered drivers of growth? What have been deterrents to growth? What

## Statement of Needs, 7. Approach and Methodology, continued

things can effectively evolve your program to the next level? These types of questions and research will help us to create an effective strategic plan moving forward.

### FIRST 60 DAYS OF RENEWED PARTNERSHIP

#### Strategic Analysis: Think/Analyze/Plan

At the beginning of our partnership, we will look closely at processes and best practices on-campus, demonstrate how our tools can help streamline and simplify your daily work flow, and how we can more effectively meet and defeat challenges or threats to your brand's growth. Some of things we will review during our first meeting include:

**License types/Royalty rate/advances-** At the onset of our relationship, we will work together to determine your program's individual needs. This will include reviewing your royalty rate and advance fee; determining the different types of licenses we may need (most licensees will fall under our standard license agreement; however, there are specific issues campus to campus that we address specifically so as to best meet each university's specific needs), and what products may be restricted from license or require additional screening.

**Artwork/ LRG systems** - We will continue to work with you to review your graphic offering and make sure your style guide is current so licensees have access to all the marks Radford University would like to make available. We will also review our Client Connect software to ensure licensing personnel at RU is aware of all the reports and data that is available to them on a 24 hour basis.

**Evaluate Current Licensee List-** We will sit down and review your list of licensees, have an open discussion to decide whether we should we add or consolidate the list. Are there licensees that we are missing? Do we have enough licensees to maximize each product category and each channel of distribution?

**Retail Evaluation-** We will continue to visit and talk with your retailers, look for new product opportunities, and market and create a database of targeted new retail partners. During our meetings we will also look to further understand your retail market by asking the right questions:

When was the last time you took an honest look at your brand and its strength within the market? Have you...

- Talked to your retailers and licensees to better understand why you're included in certain programs and channels of distribution, and why you're not?
- Do you really know if the products and designs being carried on the retail floor are the right types of things for your demographic?
- Do you know what your students, staff, alumni and fans think of your brand, and what they would like to see in the marketplace?

## **Statement of Needs, 7. Approach and Methodology, continued**

Once we partner, we'll work together to answer these questions. This information, combined with our findings from our best practices assessment will help us to ultimately create a strategic plan for growth that allows us to impact your marketplace in the immediate future.

### **THE NEXT 60 DAYS**

#### **Tactically Execute: Act and Assess**

Once we've created our strategic plan, we'll begin to put into play what we've collectively determined is the right thing for short-term impact, while being mindful of our long-term goals. These things include:

- Have we maximized every opportunity for brand awareness and exposure on-campus, within Radford, and Western Virginia? We will ensure that we have created stronger, more rewarding partnerships with local retailers and licensees, and work with you to determine what kinds of activities, messaging or branding can be used to make the Radford brand more energized within the local, and regional community.
- Stay in tuned to what is going on in the industry. Are there trends that we are not capitalizing on that could be a viable option for increased brand exposure? By better understanding your core demographic and their view of licensed product, we'll be able to adapt national trends to your core consumer base, and at the same time, help to expand your brand beyond normal channels of distribution.
- Effectively execute our plan, but leave room to continually assess, tweak and evolve as needed to ensure that the brand is relevant and positioned to capitalize on opportunities that may present themselves.

#### **Fall 2014: Back to School**

- Themes/Marketing Campaigns
  - Are there any themes or taglines that will be used by Radford Athletics that could be used at retail?
- Signage/Advertising to promote licensed merchandise
  - In retail settings around Radford and Western Virginia?
  - Beyond retail: is there trade advertising/placement that we could use to help promote RU Athletics and licensed merchandise?
- Create promotions at retail
- Host retailer appreciation events
- Evaluate game day sales in and around venue for basketball, is the layout fan-friendly? What is the current product selection? Does it make sense for this type of venue?

## Statement of Needs, 7. Approach and Methodology, continued

### Yes Accounting Services.

LRG conducts numerous compliance reviews each year nationwide. Reviews help to address specific licensee issues, ensure that proper royalties are being remitted, and promote competitive equity in the marketplace. Each review that LRG conducts includes all LRG clients, as well as several independent universities, who contract with LRG for this important service. During the course of a year, LRG performs a minimum of 100 compliance reviews around the country and between the four auditors conducting compliance reviews; LRG is proficient in reviewing the top 20% of our licensees on a three-year rotation. In addition to reviewing the national licensees, LRG will also visit your local licensees to make sure they are filing in accordance with your standard license agreement. LRG requires all licensees to file itemized quarterly royalty reports; our staff is able to verify the accuracy of these reports from in-house. Although this process could be considered a compliance review, LRG takes pride in doing this as a value-added service to make sure our clients are receiving all royalties due in a timely manner. In addition, when processing quarterly royalty reports LRG's royalty management staff takes the time to closely examine report detail such as add on royalties, unauthorized exemptions, and general oversights; this process has led to additional recoveries for our clients.

*"I'd like to thank you for taking the time to personally lend your expertise to further Penn's efforts in maximizing its goals relative to licensing. I appreciated the candor regarding the observations and the insights that you gave. We've barely begun the relationship and you're already exceeding expectations in terms of the partnership that you're exhibiting - I am genuinely impressed."*

- Christopher Bradie, Associate VP for Business Services,

In addition to the audit itself, we diligently reconcile account representative field reports with the quarterly reports filed by licensees to identify potential problems. We also work closely with each client's on campus bookstore to reconcile invoice data in comparison to the licensees' reports. In every audit that we conduct, we may represent close to 200 clients nationwide. Findings from compliance reviews are shared directly with the client affected; otherwise, audit summaries and recovery amounts are kept confidential.

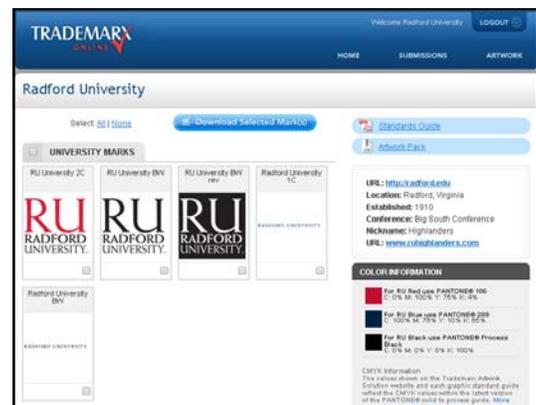
*During the 2013 calendar year, LRG's royalty recoveries exceeded \$600,000 which translates to over \$7,000,000 in omitted sales. During the past two calendar years, Radford University has received over \$2,000 in recovered royalties.*

### Yes Artwork Services.

#### Trademarx Artwork Solution

One distinct difference between LRG and other agencies is we do not charge an artwork fee; nor do we limit the amount or frequency of changes you can make to your graphic offering. LRG has worked with Radford University throughout our partnership to add, update, and remove logos from your style guide to ensure that your licensees have every available option to increase product offering.

Trademarx Online is a custom-designed program that provides authorized licensees with access to RU's production-ready artwork. The on-line artwork tool provides users with full-color EPS files that are designed to go from desktop to production. LRG will work with you to determine which marks you would



## Statement of Needs, 7. Approach and Methodology, continued

like to make available to licensees for download and reproduction, and will create a password-protected website and graphic standards guide so as to provide your licensees with detailed information on trademark usage and placement, usage guidelines and restrictions, and color values. Licensees enjoy unlimited access to any of the artwork for which they are licensed, as well as artwork updates and notification of special programs or developments. The system also employs an on-line account management tool, which will provide the user information on previous downloads, available artwork, and other important maintenance information.

### Yes Legal Services.

Our legal team has decades of experience in intellectual property matters; including trademarks, copyrights, licensing, royalties and Internet-related issues. Counsel is also available for contract compliance, cease and desist letters, seizures of unlicensed products, royalty matters and general enforcement. LRG's in-house counsel is also available to assist you in all aspects of trademark and copyright management and enforcement. LRG's in-house counsel, paralegal, and legal assistant are available to continue to assist Radford University as needed at no cost to the University.

Additionally, we retain outside counsel in the event that a situation warrants additional attention:

#### ***Mark Zietlow, Esq., General Counsel***

Mark is experienced in trademark registration, trademark enforcement and general licensing, and will assist LRG's clients in their legal considerations. He received his juris doctor degree from The Ohio State University College of Law; earned his master's of arts degree with honors from The Ohio State University Graduate School of Public Policy and Management, and earned a master's of science degree in tax with distinction from Grand Valley State University's Seidman School of Business. He is a member of the bar in both Michigan and Ohio.

#### ***Trademark Registrations***

LRG is happy to assist RU in preparing, filing and renewing its trademark registrations on a state and federal level.

Furthermore, we can retain trademark information in our Trademarx Software suite of on-line tools providing Radford University with real-time access to your inventory of marks. Our legal team has extensive experience in preparing and filing trademark registrations and renewals, and is available to consult with the licensing director and university counsel to provide an in-depth explanation and analysis of the trademark application process. We work closely with the university in preparing the trademark applications, obtaining the requisite information and providing a complete summary of all actions taken. All attorneys' fees associated with preparation for registrations and/or renewals are included as part of LRG's full management agreement.

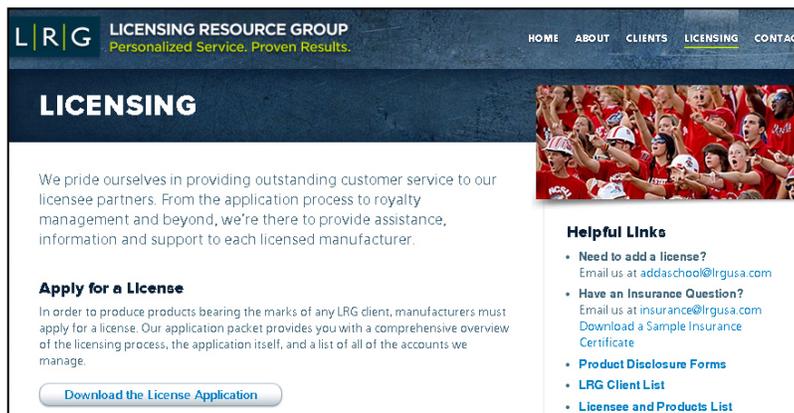
*"Access to LRG's legal team has allowed us to realize significant cost savings in researching, preparing and filing trademark registrations. UH has benefitted greatly from the global perspective LRG brings to each situation, and their expertise has resulted in properly-crafted registrations and successful filings for a wide variety of university trademarks."*

*- Debbi Kutara, Licensing Administrator, University of Hawai'i System*

## Statement of Needs, 7. Approach and Methodology, continued

### Yes Licensing Services.

LRG utilizes a standardized application that is available to all potential licensees via download on our corporate web site (at right). The packet's explicit instructions require each applicant to provide a full snapshot of their company and their experience with the licensing industry. In order to be considered for a license, the company must provide business references, bank and insurance agency contact information, product specifications and subcontractor information. In addition, a quality sample of each product that the company wishes to license must accompany the completed application packet. LRG also encourages each applicant to submit a business or marketing plan that includes distribution capabilities and retail relationships. Each application is reviewed thoroughly and approval is based on completeness of information, reputation and performance within the licensed product industry, quality of product, and overall consistency with the client's program goals.



Licensee contracts are renewed annually and on an academic year (July-June) basis. Each spring, and prior to the June 30 contract expiration dates, each licensee and every contract that they hold are reviewed based on past year's performance and a new contract is extended if appropriate.

Once a manufacturer's application is approved, LRG continues to manage the entire licensing process. This includes contract execution and maintenance, insurance certificate collection (ensuring that proper levels of coverage in the amounts of \$1,000,000 general aggregate and \$300,000 for each occurrence as it refers to bodily injury and property damage are met and sustained), collection of appropriate fees and advanced royalty payments, and any additional review and quality assurance testing for potential products. We also require that all subcontractors sign a manufacturer's agreement and adhere to the same terms as the licensee, including quality control and compliance. If an item is deemed consumable or high-risk, additional insurance coverage is required.

LRG encourages first-time licensees and small businesses to become involved in collegiate licensing, and strives to streamline the licensing process so as to cultivate fresh ideas and new products. LRG encourages all internal campus suppliers to become licensed and our university brand managers routinely communicate with local licensees to help guide them through the licensing process.

Below is just a sample of some of the license types LRG offers:

**Standard License:** A standard license allows licensees to produce products for resale, including, but not limited to, wholesale, etc. Licensees may hold licenses with several clients through LRG and distribution channels are not restricted.

- **Royalty Rates and Advances:** Royalty rates and advances are determined by each client
- **Insurance:** Licensees are required to carry a \$1million general liability policy to indemnify the Institution. Consumable and high risk products require a \$3,000,000 aggregate and \$3,000,000 for each occurrence.
- **Labeling:** CLP labels and hang tags required on product
- **Artwork:** No artwork fee

## Statement of Needs, 7. Approach and Methodology, continued

**Internal Usage License:** An internal usage license allows licensees to produce products intended to be sold directly to the client that are not for resale. This does not include sales to the University Bookstore. Licensees may hold several licenses through LRG but are only approved to sell directly to the client for internal consumption.

- **Royalty Rates and Advances:** May be exempt from royalties; no advances.
- **Insurance:** Licensees are required to carry a \$1million general liability policy to indemnify the Institution. Consumable and high risk products require a \$3,000,000 aggregate and \$3,000,000 for each occurrence.
- **Labeling:** CLP labels and hang tags not required on product
- **Artwork:** No artwork fee

**In-State License:** An in-state license allows licensees to produce products for resale, including but not limited to, wholesale, etc. These are local licensees and may apply for a license for one client only, and are located in the same state as that client.

- **Royalty Rates and Advances:** Royalty rates and advances are determined by each client
- **Insurance:** Licensees are required to carry a \$1million general liability policy to indemnify the Institution. Consumable and high risk products require a \$3,000,000 aggregate and \$3,000,000 for each occurrence.
- **Labeling:** CLP labels and hang tags required on product
- **Artwork:** No artwork fee

**Promotional License:** An promotional license allows licensees to produce product, product part, packaging or advertising bearing licensed marks which is given free or sold at less than usual selling price for the purpose of fund raising, sales incentives, combination sales, prizes, publicizing and any other product or service, or for any other giveaway or promotional use.

- **Royalty Rates and Advances:** Royalty rates and or usage fees are determined by each client
- **Insurance:** Licensees are required to carry a \$1million general liability policy to indemnify the Institution. Consumable and high risk products require a \$3,000,000 aggregate and \$3,000,000 for each occurrence.
- **Labeling:** CLP labels and hang tags required on product
- **Artwork:** No artwork fee

**One Time Usage License:** A one-time usage license allows licensees to produce a specific product for a specific use. This may include a single order for a product that is not currently offered by a licensed vendor.

- **Royalty Rates and Advances:** Royalty rates and or usage fees are determined by each client
- **Insurance:** Licensees are required to carry a \$1million general liability policy to indemnify the Institution. Consumable and high risk products require a \$3,000,000 aggregate and \$3,000,000 for each occurrence.
- **Labeling:** CLP labels and hang tags required on product
- **Artwork:** No artwork fee

## Statement of Needs, 7. Approach and Methodology, continued

### Yes Marketing Services.

LRG's founding philosophy of partnership is most evident in our marketing and brand management strategies. As stated previously, this is your licensing program. We do not come to you with a canned plan for marketing and merchandising, but instead, spend time learning about your school, your students, staff, alumni and fans, about the community in which they reside, and what kinds of messages would best tell the story of Radford University to the consumer. What makes your brand unique? Why should people want to buy and wear merchandise emblazoned with your logo? Why should a retailer dedicate floor space to selling your brand? Answers to those questions do not come by creating universal signage with drop-in logos and cookie-cutter promotions that may not truly emote your brand message...those answers are obtained by working together to really understand your brand. Our method includes the following:

*Discovery:* Our process begins by getting to know the client not only in terms of licensing and merchandising, but by learning the traditions, history and elements that make the brand what it is today. People from different parts of campus with a vested interest in the brand will be involved so that we can gain a full view of the past, present and future brand vision of the client, and how the merchandising component can best deliver the total brand message at retail. During this time, we may also create focus groups of students, staff, alumni and fans to get their impressions of the brand and input on the connects (and disconnects) they may see that those close to the brand do not.

*Develop:* Once "Discovery" is complete, we will create a full business plan for the marketing of licensed merchandise. This will be shared with the core group and we will work together to create the final action plan that guides us through the immediate future through the next two-three years.

During both Discovery and Development, we will be meeting with local retailers to get their impressions on carrying the brand, and strategizing with both retailers and licensees on the best way to place products in the market. You will be kept apprised of our conversations with retailers, and if possible, attend meetings with us if you like.

*Execute:* We will develop the collateral necessary to fully market our idea, along with continuing to conduct meetings with retailers and licensees and others who could help play a role in our success. Any advertising would also roll out during this time.

*Sustain and Grow:* We constantly evaluate the success of a campaign or program, and leave room to adapt to changing environments such as hot market situations, social or economic considerations or other outside forces that can influence our success. We also continue to monitor how product is selling (or not) in the market, new retail opportunities, and how we can best help both licensees and retailers succeed in their production and sale of licensed merchandise.

## Statement of Needs, 7. Approach and Methodology, continued

The methods that we have employed have helped to set precedence for other clients who wish to build their brands not only in terms of revenue generation, but in loyalty, recognition and longevity. Whether a school wishes to do a full, multi-year campaign or simply create a larger visual presence in their retail marketplace, our approach remains personalized to their individual needs.

### Radford University

LRG has worked with Radford University throughout the course of our partnership to help create custom signage to distribute to retailers to help increase brand awareness. In addition, we have worked together with the Bookstore and staff on-campus to develop promotions to help drive sales and increase royalty revenue. One example is the design and development of the Red Out and White Out programs that the Athletic Department executes each year during the basketball season. Our Marketing staff helped design the shirts being sold at the Bookstore and created signage to help market each specific game. Excitement and more importantly sales for this shirt have grown every year and has allowed LRG to develop a closer relationship with the University and the Bookstore on-campus. Below are some examples of the signage and shirts LRG has designed for Radford University:



Statement of Needs, 7. Approach and Methodology, continued

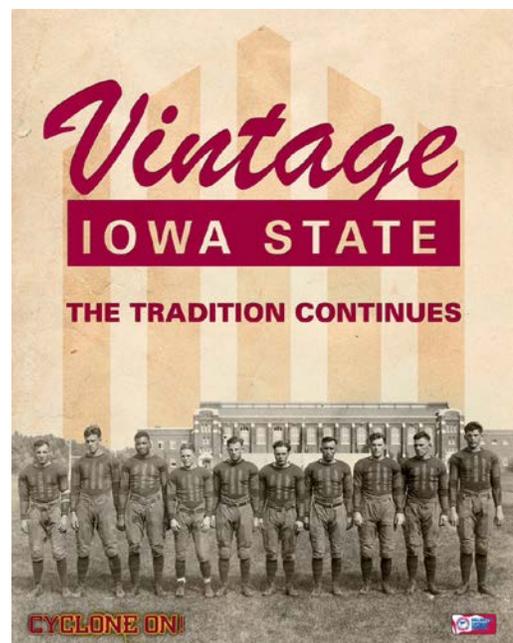
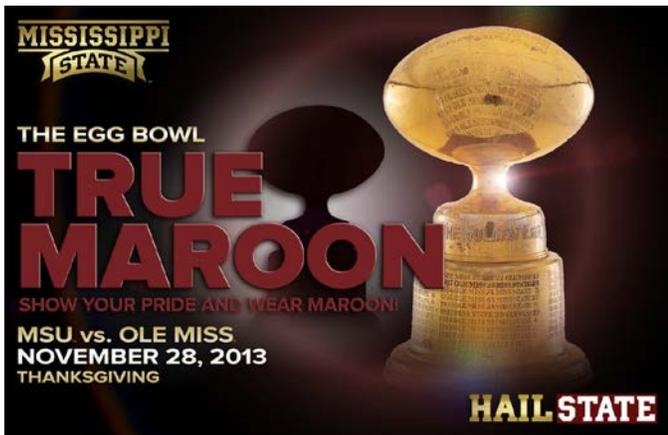


Statement of Needs, 7. Approach and Methodology, continued

*Creative Services*

LRG was the first in the collegiate industry to create custom point-of-sale signage for retailers specific to each school, using unique sayings, traditions and imagery to change the retail landscape into a true fan destination. Rather than reusing ideas, designs and concepts that have been used with other clients, we purposefully research each client's traditions, sayings, demographics, and unique attributes to put together campaigns, retail programs and special projects that are meaningful. This extra effort and commitment to making sure our clients are not just another logo in a sea of brands is one of the reasons why our efforts result in both exposure and monetary success.

In addition to signage, our marketing staff is available to assist clients in developing all types of marketing pieces they may need to help promote their brand, whether it is logos for special events, images for websites and social media outlets, or banners or large signage for retailers. Below are just a few examples of such work for our clients:



## Statement of Needs, 7. Approach and Methodology, continued

### Examples of Branding Programs

LRG has worked with several of its clients to include the use of social media in the overall strategy for marketing licensed merchandise. While there are many proprietary, third-party applications that are used to create exposure opportunities or new sales channels, we have found the most effective use of social media is simply to use existing Facebook or Twitter accounts established and maintained by the university, or build a micro-site for a special project or marketing campaign that is linked through several existing and well-trafficked university sites. This method has helped us to reduce risk while increasing visibility for licensed merchandise. Several of the multi-week promotions we've conducted this fall via Facebook have helped our clients significantly increase their following on the social media platform while promoting new licensed products which followers may not have otherwise been aware. This is an ever-changing medium that we plan to continue to incorporate into our marketing strategies, and feel the key to success is to identify where fans are most comfortable in participating in discussions or gathering information, then create interesting features within those established accounts that highlight the idea of wearing and purchasing licensed merchandise. Below are a few examples of social media promotions LRG has developed:

### University of Akron- "Featured Product"

After meeting with the Akron marketing staff this past year and learning about their goals of wanting to drive more traffic to the Bookstore and their social media sites, LRG's marketing staff developed a "featured product" promotion. LRG worked with the Akron Bookstore to select unique merchandise specific to the season and weather along with products that fans might not know are available. Throughout the school year, our marketing team sent Akron an image of the "featured product" so all Akron had to do was post the image on their Facebook and Twitter accounts. This promotion not only proved to be a great way in bringing attention to licensed product, but also has generated discussion and traffic on Akron's social media sites.



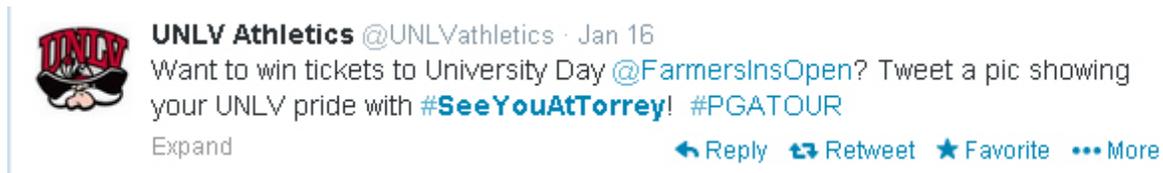
Statement of Needs, 7. Approach and Methodology, continued

**Baylor University- Social Media**

LRG has worked together with Baylor University and their athletic department to highlight licensed merchandise on their social media channels. This has proved to be a great way to bring new products to fans attention and capitalize on big games such as their Fiesta Bowl appearance this past January.



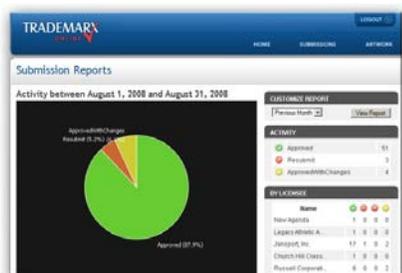
LRG is always looking for new opportunities to help our clients improve brand visibility nationally and one example of the ways where we were successful was working with the Farmers Insurance Open and their PGA Tournament this past January. Our staff worked with their Marketing Team to ensure our clients mark was displayed correctly on the caddie's bibs and on TV, while also creating a few social media promotions with some our clients on the West Coast to give away tickets to their University Day event and promote the tournament.



## Statement of Needs, 7. Approach and Methodology, continued

**Yes** Computer generated approvals to cut costs.

Every licensing program faces the daunting task of reviewing artwork, requesting changes, approving a design and then documenting and archiving the information for future reference. The Trademarx Artwork Approval Solution is completely integrated with the artwork distribution solution, and is the only interactive web-based solution in the industry that assists users in submitting, reviewing, and approving artwork in one central location.



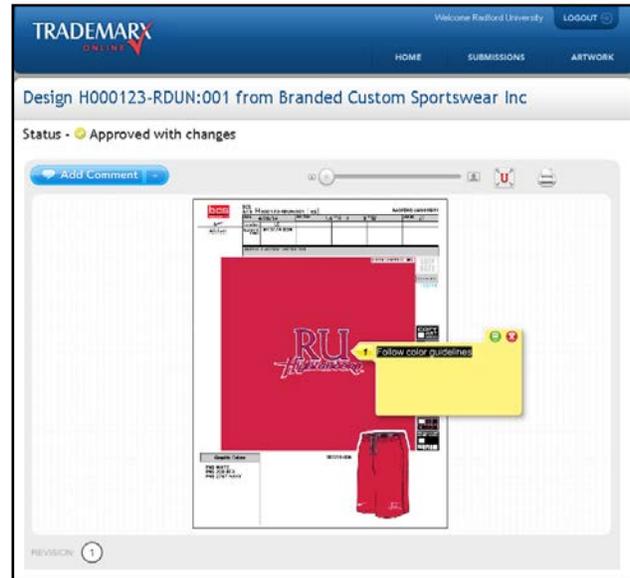
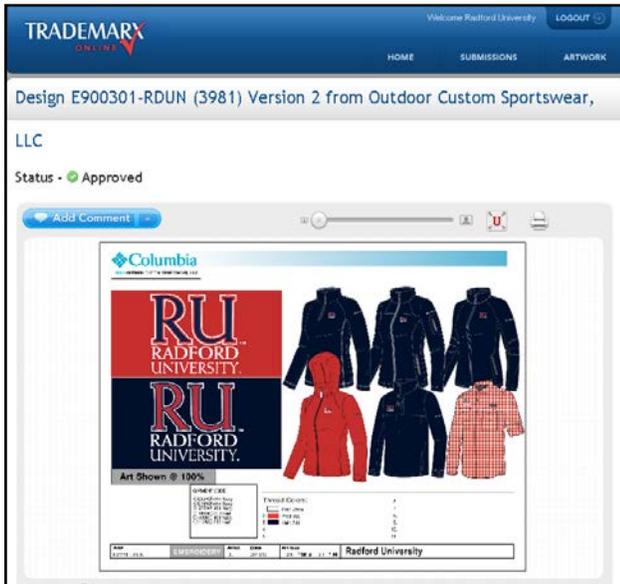
*Another distinct difference between LRG and other collegiate agencies is that you (not us) retain control of the artwork approval process from start to finish.* Among other benefits of your daily involvement, this encourages an open dialogue between you and your licensees, with LRG available every step of the way. The

Trademarx Artwork Approval Solution is quick and efficient, and licensees consistently praise its usability and the quick turn-around in the design approval process. Upon log-in, the user is immediately identified and directed by the system to a custom screen that illustrates recent activity. Users can 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.

Licensees may submit a design for review quickly and easily by accessing the interactive submission form, which acts as an on-line "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 only tools a user needs to deploy the system are an Internet connection and an Internet browser, such as Internet Explorer.

Radford's on campus licensing contact is 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.

## Statement of Needs, 7. Approach and Methodology, continued



The Trademarx suite of on-line tools is used not only by LRG and its full management clients, but also by universities such as the University of Southern California, University of Wyoming, and Dartmouth College. Trademarx is also used by many entities outside of the college industry, including Major League Baseball, Major League Soccer, NASCAR, UFC, and Ferrari International.

### **Yes** Evaluation of trends.

LRG manages more than 2,300 different licensees on behalf of its clients, and though not all of these are licensed with every school, it does provide us with a great database from which to draw ideas, opportunities and partners to help fill needs in both apparel and non-apparel items. LRG would continually analyze your list of licensed vendors to see what channels of distribution they are fulfilling; if they are working in other channels that may be replicated for RU; and what new items, designs or graphics they are releasing in the future that would be beneficial. We also will work on the retail side to make sure that there is a market for certain items, and pair licensees with retailers who may not already have relationships to try and fill customer demand for certain items. While apparel licensees make up a large percentage of your royalty revenues, there are many opportunities to expand into new non-apparel product categories. These types of licensees can help us create limited-edition or promotional exposures that can turn into permanent shelf space, and fulfill a need for more fan-type products for Radford faithful.

**Statement of Needs, 7. Approach and Methodology, continued**

Additionally, LRG’s monthly newsletter, Merchandising Minutes, is distributed to all our clients and provides valuable information on popular trends in collegiate merchandise and what licensees’ our clients should consider adding to their program.

**Yes** Database of Institutional Members of the Consortium.

Through our Trademarx Software system LRG will be able to keep a database of all members of the Consortium that we currently represent, in addition, our staff will be able to customize reports that fit the needs of Radford University.

## ATTACHMENT G. PRICING TABLE

Attachment G is to be completed and submitted by the Offeror as part of a complete Proposal. Offerors shall identify **all** costs associated with providing the services as specified in this document and should submit pricing in different formats as hourly rates may apply in certain situations and lump sum pricing may apply in others.

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

**The following is our royalty revenue sharing proposal for Radford University:**

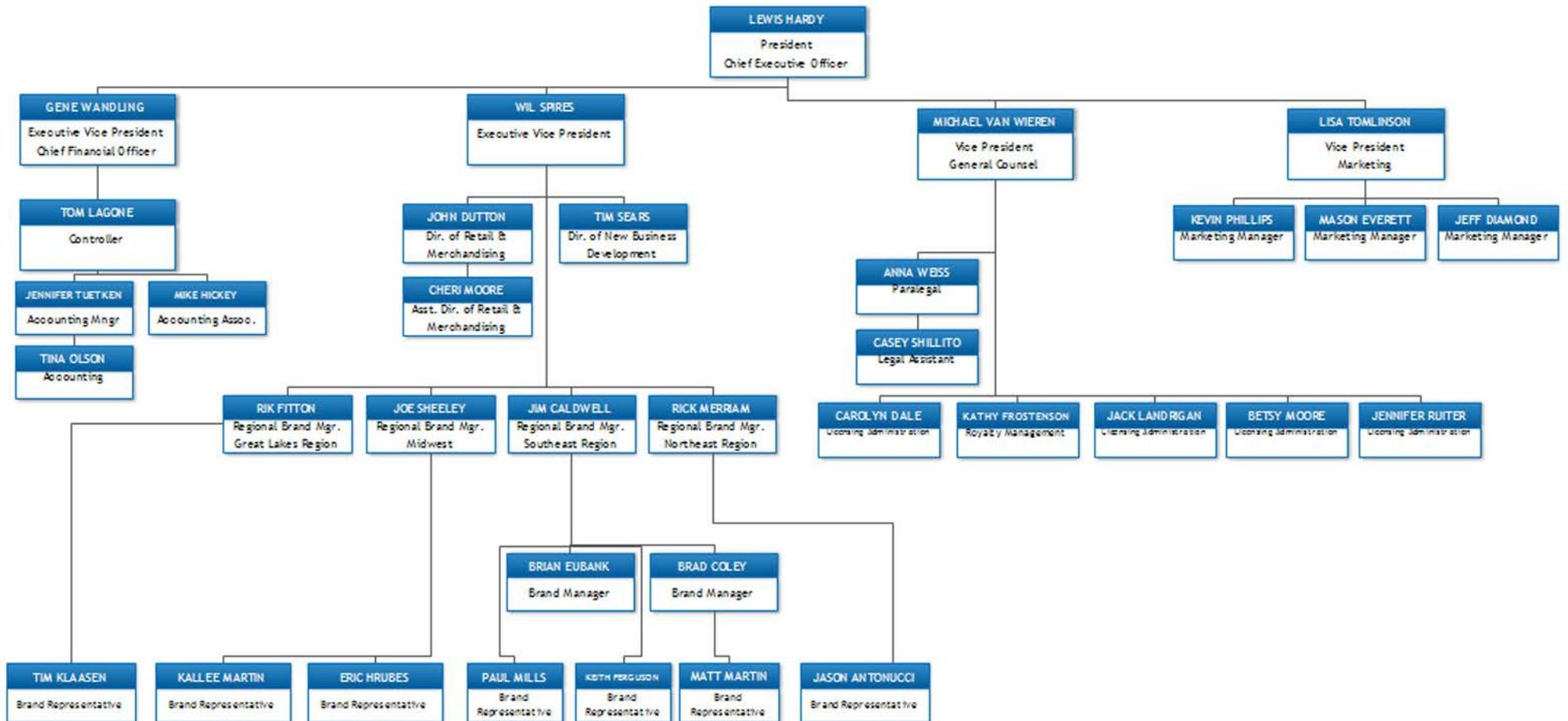
<u>Gross Annual Royalties</u>	<u>RADFORD</u>	<u>LRG</u>
\$0 - \$50,000	75%	25%
\$50,001 and above	85%	15%

In addition, LRG will contribute up to \$1,000 per year to help fund marketing and merchandising initiatives that directly benefit the sale of licensed merchandise. This marketing fund will be used to specifically promote the Radford brand and the university will give final approval on all expenses associated with this fund.

- B. Describe in detail how your firm could be a substantive partner in addressing the needs of Radford University in relation to the Statement of Needs, and in participating, as do other contractors, in the overall mission of Radford University.

Choosing a management company to help you protect and promote your brand is not a decision to enter into lightly, and there are clear differences between management firms in the collegiate industry. That being said, there is not another company in this industry that will work as hard and dedicate as many resources towards your success. LRG has successfully driven more net revenues to clients by devoting more time on campus learning about their programs and building relationships with licensees and retailers.

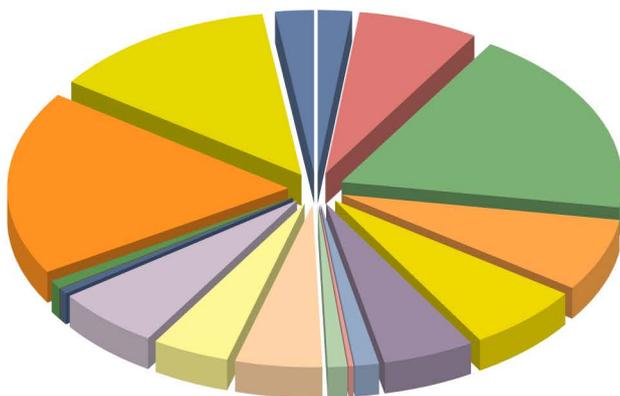
# LICENSING RESOURCE GROUP ORGANIZATIONAL CHART



# Sales By Product Category

Periods: 2013-3 - 2013-3

	<u>Sales</u>	<u>Royalty</u>
Accessories	\$5,590.95	\$143.39
Fashion Apparel	\$21,031.47	\$1,898.27
Fleece	\$54,686.73	\$5,416.50
Gifts & Novelties	\$22,021.77	\$736.37
Headwear	\$19,570.42	\$1,742.89
Home & Office	\$15,877.77	\$624.29
Infant/Toddler Apparel	\$3,714.46	\$382.62
Loungewear	\$857.70	\$85.77
Otherwear	\$3,768.50	\$103.73
Outerwear	\$14,674.02	\$1,429.70
Paper, Printing, & Publishing	\$13,299.57	\$660.52
Performance Apparel	\$17,842.60	\$1,784.26
Replica Team Apparel	\$1,326.60	\$132.66
Specialty Items	\$633.67	\$19.87
Sporting Goods & Toys	\$2,069.34	\$111.43
T-Shirts	\$54,540.71	\$4,069.43
Women's Apparel	\$38,692.41	\$3,796.97
Youth Apparel	\$6,723.65	\$673.60
	<b>\$296,922.34</b>	<b>\$23,812.27</b>

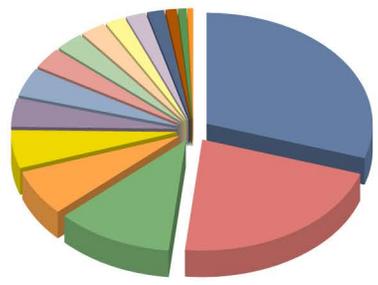


Accessories	\$5,590.95	1.9%
Fashion Apparel	\$21,031.47	7.1%
Fleece	\$54,686.73	18.4%
Gifts & Novelties	\$22,021.77	7.4%
Headwear	\$19,570.42	6.6%
Home & Office	\$15,877.77	5.3%
Infant/Toddler Apparel	\$3,714.46	1.3%
Loungewear	\$857.70	0.3%
Otherwear	\$3,768.50	1.3%
Outerwear	\$14,674.02	4.9%
Paper, Printing, & Publishing	\$13,299.57	4.5%
Performance Apparel	\$17,842.60	6.0%
Replica Team Apparel	\$1,326.60	0.4%
Specialty Items	\$633.67	0.2%
Sporting Goods & Toys	\$2,069.34	0.7%
T-Shirts	\$54,540.71	18.4%
Women's Apparel	\$38,692.41	13.0%
Youth Apparel	\$6,723.65	2.3%
Total:	\$296,922.34	100.0%

Category: Fleece

	<u>Sales</u>	<u>Royalty</u>
Champion Custom Products	\$16,350.80	\$1,635.08
Knights Apparel, Inc	\$11,935.14	\$1,193.51
JanSport, a division of VF Outdoor, Inc.	\$6,200.40	\$620.04
Gold Country	\$3,576.00	\$357.60
Sports Licensed Division of the Adidas Group, LLC, The	\$3,097.20	\$309.72
CI Sport, Inc.	\$2,317.50	\$231.75
Colosseum Athletics Corporation	\$2,232.95	\$223.30
University Tees	\$1,680.00	\$168.00
Graphic Edge, The	\$1,517.30	\$128.33
GFSI, Inc	\$1,360.80	\$136.08
Outdoor Custom Sportswear, LLC	\$1,140.00	\$114.00
T Shirt International	\$967.00	\$96.70
Russell Brands LLC	\$962.88	\$96.29
KLK Holdings, Inc. dba Level 10	\$536.50	\$53.65
Box Seat Clothing Co.	\$524.50	\$52.45
Club Colors Buyer, LLC	\$287.76	\$0.00
	<b>\$54,686.73</b>	<b>\$5,416.50</b>

Top 20 Licensees for Fleece



Champion Custom Products	\$16,350.80	29.9%
Knights Apparel, Inc	\$11,935.14	21.8%
JanSport, a division of VF Outdoor, Inc.	\$6,200.40	11.3%
Gold Country	\$3,576.00	6.5%
Sports Licensed Division of the Adidas Group, LLC, The	\$3,097.20	5.7%
CI Sport, Inc.	\$2,317.50	4.2%
Colosseum Athletics Corporation	\$2,232.95	4.1%
University Tees	\$1,680.00	3.1%
Graphic Edge, The	\$1,517.30	2.8%
GFSI, Inc	\$1,360.80	2.5%
Outdoor Custom Sportswear, LLC	\$1,140.00	2.1%
T Shirt International	\$967.00	1.8%
Russell Brands LLC	\$962.88	1.8%
KLK Holdings, Inc. dba Level 10	\$536.50	1.0%
Box Seat Clothing Co.	\$524.50	1.0%
Club Colors Buyer, LLC	\$287.76	0.5%
Total:	\$54,686.73	100.0%

# Receipts By Licensor      01/01/2013 - 12/31/2013

<u>Licensee</u>	<u>01/01/2013 - 12/31/2013</u>	<u>01/01/2012 - 12/31/2012</u>	<u>Increase/ Decrease</u>	<u>% Difference</u>
	<b>\$66,448.27</b>	<b>\$58,297.93</b>	<b>\$8,150.34</b>	<b>13.98%</b>
ACCO Brands USA LLC	\$33.30	\$33.30	\$0.00	0.00%
Adrenaline Promotions	\$164.52	\$216.88	\$-52.36	-24.14%
Advanced Graphic Products, Inc.	\$72.55	\$50.00	\$22.55	45.10%
AES Optics	\$25.00	\$25.00	\$0.00	0.00%
Ahead, LLC	\$50.00	\$62.50	\$-12.50	-20.00%
All Star Dogs	\$18.75	\$0.00	\$18.75	
Alpine Impressions	\$299.66	\$1,737.28	\$-1,437.62	-82.75%
Antigua Group Inc., The	\$495.00	\$406.10	\$88.90	21.89%
Boelter Brands	\$476.67	\$117.75	\$358.92	304.82%
Box Seat Clothing Co.	\$1,616.22	\$1,312.12	\$304.10	23.18%
BoxerCraft, Inc	\$50.00	\$190.45	\$-140.45	-73.75%
Branded Custom Sportswear Inc	\$2,088.37	\$1,772.43	\$315.94	17.83%
Brax LTD	\$246.15	\$188.19	\$57.96	30.80%
Brown & Saenger	\$169.82	\$0.00	\$169.82	
Camp David	\$77.30	\$0.00	\$77.30	
Campus Drive, Inc.	\$62.50	\$0.00	\$62.50	
Carlos A. Coelho	\$25.00	\$246.44	\$-221.44	-89.86%
Champion Custom Products	\$7,395.83	\$5,818.27	\$1,577.56	27.11%
Charles River Apparel	\$0.00	\$133.69	\$-133.69	-100.00%
Church Hill Classics	\$117.50	\$90.60	\$26.90	29.69%
CI Sport, Inc.	\$2,865.62	\$2,378.72	\$486.90	20.47%
ClassWatch LLC	\$25.00	\$0.00	\$25.00	
Club Colors Buyer, LLC	\$400.96	\$243.97	\$156.99	64.35%
Coaches Choice, Inc.	\$50.00	\$50.00	\$0.00	0.00%
College Concepts, LLC	\$506.39	\$379.89	\$126.50	33.30%
College Kids, LLP	\$504.32	\$491.91	\$12.41	2.52%
Collegiate Bead Company	\$25.00	\$0.00	\$25.00	
Colosseum Athletics Corporation	\$889.84	\$264.60	\$625.24	236.30%
Comfy Feet LLC	\$170.80	\$50.00	\$120.80	241.60%
Commemorative Brands, Inc.	\$25.00	\$25.00	\$0.00	0.00%
Computer Digital Imaging Corp.	\$286.72	\$319.71	\$-32.99	-10.32%
Concept One Accessories/Drew Pearson Marketing LLC	\$50.00	\$37.50	\$12.50	33.33%
Coveroo Inc	\$31.25	\$0.00	\$31.25	
Creative Apparel Concepts, Inc.	\$434.80	\$50.00	\$384.80	769.60%
Creative Knitwear	\$50.00	\$50.00	\$0.00	0.00%
CSI International	\$0.00	\$25.00	\$-25.00	-100.00%
Cutter & Buck Inc.	\$786.65	\$624.76	\$161.89	25.91%
Dreamseat	\$25.00	\$25.00	\$0.00	0.00%

<u>Licensee</u>	<u>01/01/2013 - 12/31/2013</u>	<u>01/01/2012 - 12/31/2012</u>	<u>Increase/ Decrease</u>	<u>% Difference</u>
	<b>\$66,448.27</b>	<b>\$58,297.93</b>	<b>\$8,150.34</b>	<b>13.98%</b>
Duck House, Inc.	\$0.00	\$3.19	\$-3.19	-100.00%
Eagles Wings	\$0.00	\$100.80	\$-100.80	-100.00%
Eclipse Specialties, Inc.	\$0.00	\$107.77	\$-107.77	-100.00%
Economy Advertising Company, Inc. The	\$25.00	\$25.00	\$0.00	0.00%
EDG Fuels	\$0.00	\$150.00	\$-150.00	-100.00%
Eglomise Designs, Inc.	\$0.00	\$25.00	\$-25.00	-100.00%
Embroidery and Screen Works Inc	\$1,391.00	\$907.65	\$483.35	53.25%
Emmett 247 LLC	\$0.00	\$35.12	\$-35.12	-100.00%
Esselte Corporation	\$25.00	\$25.00	\$0.00	0.00%
Fabrique Innovations Inc.	\$0.00	\$343.18	\$-343.18	-100.00%
Fanatic Group, The	\$31.65	\$25.00	\$6.65	26.60%
Fathead, LLC	\$28.21	\$25.00	\$3.21	12.84%
Fisher Rock Inc.	\$29.35	\$115.20	\$-85.85	-74.52%
For Bare Feet, Inc.	\$0.00	\$194.38	\$-194.38	-100.00%
Four Point Products	\$146.23	\$49.86	\$96.37	193.28%
Gameday Boot Company, LLC	\$31.25	\$0.00	\$31.25	
Genuine Stuff	\$1,427.20	\$1,469.36	\$-42.16	-2.87%
GFSI, Inc	\$1,675.26	\$1,363.72	\$311.54	22.84%
Glass Graphics, Inc.	\$39.88	\$73.69	\$-33.81	-45.88%
Gold Country	\$384.80	\$0.00	\$384.80	
Graphic Edge, The	\$2,242.67	\$2,228.69	\$13.98	0.63%
Grey Hunt Holdings LLC	\$0.00	\$2.90	\$-2.90	-100.00%
Harland Clarke Corp.	\$25.00	\$27.30	\$-2.30	-8.42%
Hauff Mid America Sports Inc	\$105.27	\$154.43	\$-49.16	-31.83%
Herff Jones, Inc. dba LogoArt	\$257.90	\$398.32	\$-140.42	-35.25%
Hi-Look Inc.	\$43.75	\$0.00	\$43.75	
imINDY LLC	\$50.00	\$0.00	\$50.00	
Imperial Headwear, Inc.-Ownership Change	\$0.00	\$477.77	\$-477.77	-100.00%
Innovative Fabricators, Inc.	\$25.00	\$25.00	\$0.00	0.00%
J America, Inc.	\$50.00	\$128.37	\$-78.37	-61.05%
J2 Licensing, Inc.	\$546.30	\$366.27	\$180.03	49.15%
JanSport, a division of VF Outdoor, Inc.	\$4,649.01	\$3,894.74	\$754.27	19.37%
Jardine Associates	\$316.08	\$593.33	\$-277.25	-46.73%
JJ Benji's Screen Printing and Embroidery	\$50.00	\$50.00	\$0.00	0.00%
Jostens, Inc.	\$25.00	\$25.00	\$0.00	0.00%
KLK Holdings, Inc. dba Level 10	\$424.89	\$63.48	\$361.41	569.33%
KN & SK LLC	\$413.80	\$0.00	\$413.80	
Knights Apparel, Inc	\$7,962.43	\$7,088.45	\$873.98	12.33%
Know Wear By DP Design	\$50.00	\$0.00	\$50.00	
Kolder, Inc.	\$217.24	\$106.64	\$110.60	103.71%
Kranos Corporation	\$131.43	\$0.00	\$131.43	

# Quarterly Royalty Summary Report

Report Year: 2013 Royalty Summary

Licensors:

Licensee	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year Total
ACCO Brands USA LLC	\$0.00	\$25.00	\$8.30	\$0.00	\$33.30
Adrenaline Promotions	\$8.40	\$30.40	\$125.72	\$0.00	\$164.52
Advanced Graphic Products, Inc.	\$0.00	\$63.99	\$8.56	\$0.00	\$72.55
AES Optics	\$0.00	\$25.00	\$0.00	\$0.00	\$25.00
Ahead, LLC	\$0.00	\$50.00	\$0.00	\$0.00	\$50.00
All Star Dogs	\$0.00	\$0.00	\$0.00	\$18.75	\$18.75
Alpine Impressions	\$120.68	\$0.00	\$178.98	\$0.00	\$299.66
Antigua Group Inc., The	\$0.00	\$203.15	\$58.30	\$233.55	\$495.00
Boelter Brands	\$170.40	\$0.00	\$152.46	\$153.81	\$476.67
Box Seat Clothing Co.	\$748.02	\$132.93	\$487.34	\$247.93	\$1,616.22
BoxerCraft, Inc	\$0.00	\$0.00	\$50.00	\$0.00	\$50.00
Branded Custom Sportswear Inc	\$629.28	\$296.16	\$474.72	\$688.21	\$2,088.37
Brax LTD	\$165.35	\$22.80	\$23.68	\$34.32	\$246.15
Brown & Saenger	\$0.00	\$25.00	\$144.82	\$0.00	\$169.82
Camp David	\$0.00	\$0.00	\$0.00	\$77.30	\$77.30
Campus Drive, Inc.	\$0.00	\$62.50	\$0.00	\$0.00	\$62.50
Carlos A. Coelho	\$0.00	\$0.00	\$25.00	\$0.00	\$25.00
Champion Custom Products	\$1,989.63	\$856.98	\$1,704.44	\$2,844.78	\$7,395.83
Church Hill Classics	\$38.00	\$18.80	\$46.00	\$14.70	\$117.50
CI Sport, Inc.	\$858.96	\$901.08	\$603.38	\$502.20	\$2,865.62
ClassWatch LLC	\$0.00	\$0.00	\$0.00	\$25.00	\$25.00
Club Colors Buyer, LLC	\$98.87	\$0.00	\$286.25	\$15.84	\$400.96
Coaches Choice, Inc.	\$0.00	\$50.00	\$0.00	\$0.00	\$50.00
College Concepts, LLC	\$76.25	\$97.65	\$116.52	\$215.97	\$506.39
College Kids, LLP	\$146.10	\$0.00	\$278.56	\$79.66	\$504.32
Collegiate Bead Company	\$0.00	\$0.00	\$25.00	\$0.00	\$25.00
Colosseum Athletics Corporation	\$127.60	\$75.00	\$45.36	\$641.88	\$889.84
Comfy Feet LLC	\$170.80	\$0.00	\$0.00	\$0.00	\$170.80
Commemorative Brands, Inc.	\$0.00	\$0.00	\$25.00	\$0.00	\$25.00
Computer Digital Imaging Corp.	\$97.38	\$49.55	\$65.96	\$73.83	\$286.72
Concept One Accessories/Drew Pearson Marketi	\$0.00	\$0.00	\$50.00	\$0.00	\$50.00
Coveroo Inc	\$0.00	\$31.25	\$0.00	\$0.00	\$31.25
Creative Apparel Concepts, Inc.	\$11.80	\$0.00	\$194.00	\$229.00	\$434.80
Creative Knitwear	\$0.00	\$50.00	\$0.00	\$0.00	\$50.00
Cutter & Buck Inc.	\$170.64	\$8.80	\$421.35	\$185.86	\$786.65
Dreamseat	\$0.00	\$0.00	\$25.00	\$0.00	\$25.00
Economy Advertising Company, Inc. The	\$0.00	\$25.00	\$0.00	\$0.00	\$25.00
Embroidery and Screen Works Inc	\$712.40	\$11.84	\$43.62	\$623.14	\$1,391.00
Esselte Corporation	\$0.00	\$25.00	\$0.00	\$0.00	\$25.00
Fanatic Group, The	\$0.00	\$0.00	\$31.65	\$0.00	\$31.65
Fathead, LLC	\$0.00	\$0.00	\$28.21	\$0.00	\$28.21
Fisher Rock Inc.	\$8.25	\$2.75	\$2.95	\$15.40	\$29.35
Four Point Products	\$27.25	\$64.13	\$54.85	\$0.00	\$146.23
Gameday Boot Company, LLC	\$0.00	\$31.25	\$0.00	\$0.00	\$31.25
Genuine Stuff	\$393.90	\$96.10	\$249.60	\$687.60	\$1,427.20
GFSI, Inc	\$755.80	\$115.01	\$298.77	\$505.68	\$1,675.26
Glass Graphics, Inc.	\$0.00	\$25.00	\$14.88	\$0.00	\$39.88
Gold Country	\$0.00	\$0.00	\$50.00	\$334.80	\$384.80
Graphic Edge, The	\$592.15	\$393.52	\$644.91	\$612.09	\$2,242.67
Harland Clarke Corp.	\$0.00	\$25.00	\$0.00	\$0.00	\$25.00
Hauff Mid America Sports Inc	\$16.23	\$39.04	\$50.00	\$0.00	\$105.27
Herff Jones, Inc. dba LogoArt	\$99.20	\$43.20	\$115.50	\$0.00	\$257.90
Hi-Look Inc.	\$0.00	\$18.75	\$25.00	\$0.00	\$43.75
imINDY LLC	\$0.00	\$0.00	\$50.00	\$0.00	\$50.00
Innovative Fabricators, Inc.	\$0.00	\$25.00	\$0.00	\$0.00	\$25.00
J America, Inc.	\$0.00	\$50.00	\$0.00	\$0.00	\$50.00

Licensor:

Licensee	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year Total
J2 Licensing, Inc.	\$124.29	\$204.49	\$77.74	\$139.78	\$546.30
JanSport, a division of VF Outdoor, Inc.	\$1,365.97	\$551.74	\$1,876.30	\$855.00	\$4,649.01
Jardine Associates	\$0.00	\$0.00	\$316.08	\$0.00	\$316.08
JJ Benji's Screen Printing and Embroidery	\$0.00	\$0.00	\$50.00	\$0.00	\$50.00
Jostens, Inc.	\$0.00	\$25.00	\$0.00	\$0.00	\$25.00
KLK Holdings, Inc. dba Level 10	\$116.80	\$63.60	\$67.42	\$177.07	\$424.89
KN & SK LLC	\$0.00	\$0.00	\$50.00	\$363.80	\$413.80
Knights Apparel, Inc	\$2,520.66	\$205.19	\$879.92	\$4,356.66	\$7,962.43
Know Wear By DP Design	\$0.00	\$0.00	\$50.00	\$0.00	\$50.00
Kolder, Inc.	\$109.41	\$1.02	\$57.12	\$49.69	\$217.24
Kranos Corporation	\$0.00	\$0.00	\$131.43	\$0.00	\$131.43
LaDiva Sport LLC	\$25.00	\$0.00	\$0.00	\$0.00	\$25.00
Lakeshirts, Inc.	\$199.80	\$26.75	\$122.40	\$201.50	\$550.45
Laser Creations (FL)	\$31.25	\$0.00	\$0.00	\$0.00	\$31.25
League Collegiate Wear	\$741.55	\$414.50	\$371.74	\$738.94	\$2,266.73
Legacy Athletic Apparel	\$292.59	\$192.31	\$71.88	\$194.76	\$751.54
Logo Chair Company	\$0.00	\$25.00	\$0.00	\$29.00	\$54.00
Logofit, LLC	\$165.24	\$0.00	\$0.00	\$30.00	\$195.24
Maximum Promotions Inc.	\$0.00	\$50.00	\$0.00	\$0.00	\$50.00
MF Ventures	\$62.50	\$304.50	\$0.00	\$0.00	\$367.00
Midwest College Marketing Group	\$317.37	\$495.90	\$161.98	\$734.43	\$1,709.68
MJ Soffe, LLC	\$50.40	\$0.00	\$0.00	\$26.40	\$76.80
MP Direct Inc	\$5.52	\$41.20	\$15.14	\$0.00	\$61.86
Mr. Idea, Inc.	\$0.00	\$0.00	\$25.00	\$0.00	\$25.00
MV Sport	\$156.06	\$0.00	\$0.00	\$98.10	\$254.16
Neil Enterprises	\$0.00	\$0.00	\$25.00	\$0.00	\$25.00
New Agenda	\$55.58	\$50.00	\$0.00	\$0.00	\$105.58
New Thermo Serv, LTD	\$0.00	\$0.00	\$25.00	\$0.00	\$25.00
Nodland Investment Corporation	\$0.00	\$25.00	\$0.00	\$0.00	\$25.00
Nordic Company, Inc.	\$74.18	\$76.56	\$167.14	\$105.55	\$423.43
Outdoor Cap Company	\$0.00	\$50.00	\$0.00	\$0.00	\$50.00
Outdoor Custom Sportswear, LLC	\$0.00	\$62.50	\$0.00	\$377.61	\$440.11
Paramount Apparel International, Inc.	\$25.00	\$50.00	\$0.00	\$0.00	\$75.00
Payne Publishers	\$0.00	\$25.00	\$0.00	\$0.00	\$25.00
PING	\$0.00	\$25.00	\$0.00	\$0.00	\$25.00
Pro Ad Sports, Inc.	\$0.00	\$50.00	\$0.00	\$0.00	\$50.00
Promotional Designs Inc	\$0.00	\$0.00	\$50.00	\$0.00	\$50.00
Pure Country	\$0.00	\$25.00	\$0.00	\$0.00	\$25.00
QTI Promotions & Apparel, Inc.	\$0.00	\$50.00	\$0.00	\$0.00	\$50.00
RFQ LLC	\$6.55	\$56.55	\$8.19	\$1,211.42	\$1,282.71
RFSJ, Inc.	\$0.00	\$54.33	\$47.20	\$0.00	\$101.53
Richardson Sports Inc.	\$0.00	\$0.00	\$50.00	\$0.00	\$50.00
Rico Industries	\$112.05	\$0.00	\$0.00	\$116.57	\$228.62
Roaring Spring Blank Book Co.	\$96.16	\$0.00	\$48.12	\$0.00	\$144.28
Royce Apparel, Inc.	\$0.00	\$62.50	\$0.00	\$0.00	\$62.50
Russell Brands LLC	\$147.74	\$96.53	\$82.78	\$216.84	\$543.89
Sewing Concepts	\$0.00	\$37.50	\$30.00	\$0.00	\$67.50
Shenandoah Framing, Inc.	\$31.73	\$76.49	\$117.83	\$67.68	\$293.73
Signature Announcements	\$0.00	\$49.29	\$12.30	\$0.00	\$61.59
SJ&L Bias Binding & Textile Co Inc.	\$0.00	\$0.00	\$50.00	\$12.55	\$62.55
Spectrum Marketing Services	\$0.00	\$50.00	\$0.00	\$0.00	\$50.00
Sports Licensed Division of the Adidas Group, LL	\$607.95	\$662.47	\$324.70	\$1,704.16	\$3,299.28
Sports Licensing Solutions LLC	\$0.00	\$25.00	\$8.31	\$0.00	\$33.31
Sportswear Inc	\$297.11	\$57.18	\$120.91	\$58.23	\$533.43
Standard Chair Of Gardner	\$0.00	\$25.00	\$0.00	\$0.00	\$25.00
Stockdale Technologies, Inc.	\$4.08	\$0.00	\$25.00	\$0.00	\$29.08
Sutter's Mill Specialties	\$109.26	\$46.44	\$100.86	\$323.57	\$580.13
Swen Products, Inc.	\$18.50	\$0.00	\$31.50	\$38.50	\$88.50
T Shirt International	\$81.60	\$0.00	\$0.00	\$81.65	\$163.25
Tailgate Sports Games LLC	\$0.00	\$25.00	\$12.88	\$0.00	\$37.88
Team Beans, LLC	\$16.40	\$0.00	\$25.00	\$0.00	\$41.40

Licensor:

<b>Licensee</b>	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>Quarter 3</b>	<b>Quarter 4</b>	<b>Year Total</b>
Team Dynamics, Inc.	\$2.40	\$25.00	\$0.00	\$0.00	\$27.40
Team Golf	\$0.00	\$25.00	\$0.00	\$41.20	\$66.20
Tervis Tumbler	\$0.00	\$0.00	\$25.00	\$0.00	\$25.00
Titania Golf Inc	\$0.00	\$0.00	\$0.00	\$37.50	\$37.50
Titlecraft Inc.	\$0.00	\$0.00	\$46.05	\$54.60	\$100.65
To The Game, LLC	\$0.00	\$0.00	\$50.00	\$0.00	\$50.00
Top Of The World	\$224.19	\$0.00	\$179.73	\$323.04	\$726.96
Topsox	\$0.00	\$0.00	\$52.93	\$0.42	\$53.35
Twins Enterprise, Inc.	\$0.00	\$0.00	\$168.40	\$487.46	\$655.86
Under Armour by Gear For Sports	\$782.50	\$876.91	\$1,058.77	\$1,287.00	\$4,005.18
University Blanket & Flag	\$0.00	\$25.00	\$44.98	\$50.00	\$119.98
University Frames, Inc.	\$0.00	\$64.16	\$23.77	\$0.00	\$87.93
University Tees	\$0.00	\$0.00	\$50.00	\$129.25	\$179.25
UTrau, Inc.	\$50.66	\$50.00	\$88.78	\$0.00	\$189.44
Vantage Custom Classics	\$0.00	\$0.00	\$50.00	\$0.00	\$50.00
Virginia Diner Inc	\$0.00	\$0.00	\$18.75	\$0.00	\$18.75
Wild Sales, LLC	\$0.00	\$25.00	\$0.00	\$0.00	\$25.00
Wildman Business Group, LLC	\$0.00	\$0.00	\$0.00	\$18.75	\$18.75
Willsie Company	\$0.00	\$481.25	\$80.50	\$0.00	\$561.75
Wincraft Inc.	\$16.41	\$78.66	\$15.13	\$150.13	\$260.33
Wool Felt Products, Inc.	\$0.00	\$0.00	\$0.00	\$76.41	\$76.41
Worthy Promotional Products	\$0.00	\$25.00	\$0.00	\$0.00	\$25.00
Zephyr Graf-X	\$0.00	\$62.50	\$0.00	\$0.00	\$62.50
<b>Licensor Totals</b>	<b>\$17,277.80</b>	<b>\$10,219.65</b>	<b>\$14,924.30</b>	<b>\$24,026.52</b>	<b>\$66,448.27</b>

## Licensee By Client - Current Contracts

	<u>Contract</u>	<u>Contract Type</u>	<u>Contract Status</u>
<b>4imprint, Inc.</b> Contact: Karla Kohlmann 866-624-3694 101 Commerce Street Oshkosh, WI 54901 kkohlmann@4imprint.com www.4imprint.com	<b>975882</b>	<b>Internal Usage</b>	<b>Effective</b>
<b>ACCO Brands USA LLC</b> Contact: Nan Birdsall 800-323-0500 x5222 101 ONeil Road Sidney, NY 13838 nanette.birdsall@acco.com	<b>149893</b>	<b>Standard</b>	<b>Effective</b>
<b>Adrenaline Promotions</b> Contact: John Ambrose 360-752-2700 1527 Brentwood Lane Mount Vernon, WA 98274 orders@adrenalinepromotions.com www.adrenalinepromotions.com	<b>994372</b>	<b>Standard</b>	<b>Effective</b>
<b>Advanced Graphic Products, Inc.</b> Contact: Melissa Gurley 972-471-5400 ex 5422 750 Gateway Blvd. Coppell, TX 75019 AR@advanced-online.com www.advanced-online.com	<b>985045</b>	<b>Standard</b>	<b>Effective</b>
<b>AES Optics</b> Contact: Amy Halstead 800-416-0866 PO Box 828 Senatobia, MS 38668-0828 ahalstead@aesoutdoors.com www.aesoutdoors.com	<b>974857</b>	<b>Standard</b>	<b>Effective</b>
<b>Ahead, LLC</b> Contact: Monique Avila 508-985-9898 270 Samuel Barnet Blvd New Bedford, MA 02745 moniquea@aheadhq.com www.Aheadweb.com	<b>951440</b>	<b>Standard</b>	<b>Effective</b>
<b>All Star Dogs</b> Contact: Elan Ovadia 848-565-4116 20 Hastings Road Marlboro, NJ 07746 info@allstardogs.com www.allstardogs.com	<b>1008294</b>	<b>Standard</b>	<b>Effective</b>

<b>Alpine Impressions</b>	<b>980815</b>	<b>In State</b>	<b>Effective</b>
Contact: Lindsey Richards 605-642-0744 639 Main St Spearfish, SD 57783 alpineimpressions@rushmore.com			
<b>Antigua Group Inc., The</b>	<b>966809</b>	<b>Standard</b>	<b>Effective</b>
Contact: Linnea Nowell 623-523-6000 ext. 22 16651 N 84th Avenue Peoria, AZ 85382 lnowell@antigua.com www.antigua.com			
<b>Authentic Promotions.com</b>	<b>983468</b>	<b>Internal Usage</b>	<b>Effective</b>
Contact: Peter Carmazzi 916-489-7940 6151 Fair Oaks Blvd., Ste 103 Carmichael, CA 95608 peter@authenticpromotions.com www.authenticpromotions.com			
<b>Boelter Brands</b>	<b>983539</b>	<b>Standard</b>	<b>Effective</b>
Contact: Katherine Bach 414-967-4268 4200 N. Port Washington Rd. Glendale, WI 53212 kbach@boelter.com www.boelterbrands.com			
<b>Box Seat Clothing Co.</b>	<b>951469</b>	<b>Standard</b>	<b>Effective</b>
Contact: Jenna Mock 904-562-6686 6800 Southpoint Pkwy Suite 300 Jacksonville, FL 32216 jmock@boxseatclothing.com http://www.boxseatclothing.com			
<b>BoxerCraft, Inc</b>	<b>974973</b>	<b>Standard</b>	<b>Effective</b>
Contact: Ryan Prowell 404-355-9994 7131 Discovery Blvd Mableton, GA 30126 rprowell@boxercraft.com www.boxercraft.com			
<b>Branded Custom Sportswear Inc</b>	<b>973931</b>	<b>Standard</b>	<b>Effective</b>
Contact: Cathy Groves 913-652-6522 7007 College Blvd Overland Park, KS 66211 cgroves@bcsapparel.com www.bcsapparel.com			

## Retail List By Client

Coaches Choice	Western Mall 41st Street	Sioux Falls, SD 57105 605-336-6920
Finish Line	Western Mall 41st Street	Sioux Falls, SD 57105 605-336-6920
Foot Locker	Western Mall 41st Street	Sioux Falls, SD 57105 605-336-6920
Gordman's	Western Mall 41st Street	Sioux Falls, SD 57105 605-336-6920
Hallmark	Western Mall 41st Street	Sioux Falls, SD 57105 605-336-6920
Hat World	Western Mall 41st Street	Sioux Falls, SD 57105 605-336-6920
JCPenney	Western Mall 41st Street	Sioux Falls, SD 57105 605-336-6920
Kohl's	Western Mall 41st Street	Sioux Falls, SD 57105 605-336-6920
Pro Image	Western Mall 41st Street	Sioux Falls, SD 57105 605-336-6920
Scheels	Western Mall 41st Street	Sioux Falls, SD 57105 605-336-6920
Younkers	Western Mall 41st Street	Sioux Falls, SD 57105 605-336-6920

## Retail List By Client

Radford Universi 7-11	300 Tyler Ave.	Radford	VA	24141	540-639-2706
Radford Universi Bed Bath & Beyond	4026 N Wards Rd.	Lynchburg	VA	24502	434-237-7600
Radford Universi Bed Bath & Beyond	1421 Towne Square Bl	Roanoke	VA	24012	540-366-6655
Radford Universi Bed Bath & Beyond	135 Shoppers Way	Christiansburg	VA	24073	540-381-7626
Radford Universi CVS	31 W Main St.	Radford	VA	24144	(540) 731-9533
Radford Universi Disco Sports	1400 Starling Rd.	Richmond	VA	23233	804-285-4242
Radford Universi Finish Line	760 New River Rd.	Christiansburg	VA	24073	(540) 381-7583
Radford Universi Finish Line	River Ridge Mall	3405 Candler's Mountain Lynchburg	VA	24502	434-239-4737
Radford Universi Garrett's Menswear	1136 East Main St.	Radford	VA	24141	(540) 639-3841
Radford Universi K-Mart	1000 Laurel St.	Christiansburg	VA	24073	540-382-3299
Radford Universi Lids	4802 Valley View Blvd	Roanoke	VA	24012	(540) 362-3924
Radford Universi Radford On-Campus	Dalton Hall at Fairfax St	Radford	VA	24142	(540)831-5144
Radford Universi Tailgaters	4802 Valley View Blvd	Roanoke	VA	24012	(540) 362-0442
Radford Universi VA Diner Shoppe	137 Spotsylvania Mall	Fredericksburg	VA	22407	540-785-4433
Radford Universi VA Diner Shoppe	3031 Main St.	Williamsburg	VA	23188	757-565-6373
Radford Universi Virginia Diner Shoppe	Short Pump Town Cent	Richmond	VA	23233	(804) 364-9500
Radford Universi Virginia Diner Shoppe	Chesterfield Towne Cer	11500 Midlothian Turnpike Richmond	VA	23235	804-794-0305
Radford Universi Wal Mart	2400 N Franklin st.	Christiansburg	VA	24073	540-381-3705
Radford Universi Wal-Mart	7373 Peppers Ferry Blv	Fairlawn	VA	24141	(540) 731-3378
Radford Universi Wild Wings Nature	27 Hidenwood Shoppin	Newport News	VA	23606	757-595-3060

# Licensing Resource Group, LLC

Royalty Report: **SAMPLE**

Royalty Reporting Period: **01/01/2014 - 03/31/2014**

Royalty Report For: **Sample University**

Printed: 03/31/2014

Contract Type: **Standard**

**Test Licensee  
Sample  
Sample Address**

Payable to:  
Licensing Resource Group, LLC  
Return To:  
**Licensing Resource Group, LLC  
442 Century Lane, Suite 100  
Holland, Michigan, 49423**

Product Category	Gross Sales	Returns	Units	MRU	Rate	Net Sales	Royalty
Accessories (Jewelry, Class Rings, Bags, Miscellaneous)					10.00%		
Authentic Sideline Apparel (Adult Apparel, Jerseys, Warm-ups)					10.00%		
Fashion Apparel (Golf Shirts, Dress and Denim Shirts, Rugby Shirts, Turtleneck, Sweaters)					10.00%		
Fleece (Adult Fleece Tops and Bottoms)					10.00%		
Gifts & Novelties (Automobile Products, Collectibles, Signage Products, Miscellaneous)					10.00%		
Headwear (Structured Closed Back, Structured Stretch Fit, Unstructured Closed Back, Other)					10.00%		
Home & Office (Furniture/Furnishings, Office Products, House wares, Miscellaneous)					10.00%		
Infant/Toddler Apparel (Apparel, Sleepwear, Headwear)					10.00%		
Loungewear (Adult Sleepwear, Robes, Boxer Shorts)					10.00%		
Otherwear (Beachwear, Shorts, Pants, Jeans, Miscellaneous)					10.00%		
Outerwear (Jackets, Rainwear, Performance/Polar Fleece, Wind shirts, Warm-up)					10.00%		
Paper, Printing, & Publishing (Stationery, Checks, Paper Products, Schools Supplies, Publishing)					10.00%		
Performance Apparel (Adult Men's and Women's Performance Apparel)					10.00%		
Replica Team Apparel (Adult Athletic Jerseys, Shooting Shirts, Warm Ups)					10.00%		
Specialty Items (Electronics, Consumables, Health and Beauty, Infant Products, Footwear, Affinity Cards)					10.00%		
Sporting Goods & Toys (Sports Equipment, Balls, Plush Toys, Games, Miscellaneous)					10.00%		
T-Shirts (Adult T-shirt, Tank Top)					10.00%		
Women's Apparel (Women's Tops, Bottoms, Sweaters, Cardigans, Lingerie, Active wear)					10.00%		
Youth Apparel (Apparel, Sleepwear, Headwear)					10.00%		

\_\_\_\_\_  
Prepared By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

<b>SUBTOTAL</b>		
<b>Previous Balance*</b>		<b>+ 0.00</b>
<b>ENDING BALANCE</b>		
<b>(and payment enclosed with report)</b>		

\* Balance is applicable for all contracts associated with this school.

**Exemptions:** University purchases not for resale.

**Complete report and return within thirty (30) days after the end of each calendar quarter. Reports must be filed even if there are no sales during the reporting period. Please include an itemized report of sales listing the invoice number, invoice date, customer name and amount of each sale.**

**LATE PAYMENT(S) WILL BE ASSESSED 1.5% PER MONTH**

Adelphi University  
Akron, University of  
Alabama at Birmingham, University of  
Alabama in Huntsville, University of  
Alabama State University  
Albany, University at  
American University  
Appalachian State University  
Augustana College  
Austin Peay State University  
Ball State University  
Baylor University  
Bemidji State University  
Bob Jones University  
Bradley University  
Brockport, College at  
Broward College  
Brown University  
Bryant University  
Bucknell University  
Buffalo State College  
Buffalo, University at  
Cal State Fullerton  
California State University, Long Beach  
California State University, San Marcos  
California State University, Stanislaus  
California, Riverside, University of  
California, Santa Barbara, University of  
Campbell University  
Canisius College  
Case Western Reserve University  
Central Arkansas, University of  
Central Connecticut State University  
Central Michigan University  
Charleston Southern University  
Charleston, College of  
Christopher Newport University  
Coastal Carolina University  
Colgate University  
Colorado College  
Colorado Mesa University  
Colorado School of Mines  
Columbia University  
Creighton University  
Dallas Baptist University  
Davidson College  
Dayton, University of  
Delaware State University  
Delta State University  
Denison University  
DePaul University  
Detroit Mercy, University of  
Dickinson State University  
Drake University

Eastern Washington University  
Elon University  
Emory University  
Emporia State University  
Evansville, University of  
Fairleigh Dickinson University  
Ferris State University  
Florida Gulf Coast University  
Florida Institute of Technology  
Fredonia State University  
Gardner-Webb University  
Geneseo, State University of New York  
Georgia Regents University  
Georgia Southern University  
Grand Valley State University  
Hampden-Sydney College  
Hampton University  
Hawaii, University of  
Heartland Community College  
Henderson State University  
High Point University  
Holy Cross, College of the  
Houston, University of  
Houston Baptist University  
Illinois State University  
Indiana State University  
Iona College  
Iowa State University  
Jacksonville State University  
Kansas State University  
Kent State University  
Lafayette College  
Lake Superior State University  
Lenoir-Rhyne University  
Liberty University  
Lincoln University  
Lipscomb University  
LIU Brooklyn  
Longwood University  
Lynn University  
Maine, University of  
Maricopa County Community College District  
Marist College  
Mary, University of  
Marquette University  
Memphis, University of  
Mercer University  
Meredith College  
Miami University  
Michigan Technological University  
Minnesota State University-Mankato  
Mississippi College  
Mississippi State University  
Mississippi University for Women

Monmouth College  
Morehead State University  
Mount St. Mary's University  
Mount Union, University of  
Murray State University  
Nevada, Las Vegas, University of  
New Jersey Institute of Technology  
New Orleans, University of  
Nicholls State University  
Norfolk State University  
North Carolina A&T State University  
North Carolina Asheville, University of  
North Carolina Central University  
North Carolina State University  
North Carolina Wilmington, University of  
North Dakota State University  
North Dakota, University of  
North Florida, University of  
North Georgia, University of  
Northeastern University  
Northern Illinois University  
Northern Iowa, University of  
Northwestern State University  
Northwood University  
Nova Southeastern University  
Oakland University  
Ohio University  
Oral Roberts University  
Otterbein University  
Oklahoma Baptist University  
Pace University  
Pennsylvania, University of  
Portland, University of  
Quinnipiac University  
Radford University  
Richmond, University of  
Robert Morris University  
Rochester, University of  
Sacred Heart University  
Saginaw Valley State University  
Saint Peter's University  
Salve Regina University  
Samford University  
Seton Hall University  
Sioux Falls, University of  
South Carolina State University  
South Dakota, University of  
Southeast Missouri State University  
Southeastern Louisiana University  
Southeastern Oklahoma State University  
Southern Connecticut State University  
Southern Mississippi, University of  
Southern Methodist University  
Southwestern University

St. Bonaventure University  
St. John's University  
St. Norbert College  
Stony Brook University  
Tennessee Technological University  
Towson University  
Truman State University  
United States Naval Academy  
Utica College  
Valparaiso University  
Vermont, University of  
Washington and Lee  
Washington University in St. Louis  
Western Carolina University  
Western Illinois University  
Western Michigan University  
Western Oregon University  
Western State Colorado University  
Wheaton College  
Wichita State University  
William Carey University  
Winston-Salem State University  
Winthrop University  
Wisconsin-Eau Claire  
Wisconsin-Green Bay, University of  
Wisconsin-La Crosse, University of  
Wisconsin-Milwaukee, University of  
Wisconsin-Platteville, University of  
Wisconsin-Stevens Point, University of  
Wisconsin-Stout, University of  
Wisconsin-Whitewater, University of  
Wofford College  
Worcester Polytechnic Institute  
Wright State University  
Xavier University  
Youngstown State University

#### **BOWLS & CONFERENCES**

American Athletic Conference  
Bahamas Bowl  
Big East Conference  
Big South Conference  
Great Lakes Intercollegiate Athletic Conference  
Hockey East Association  
Famous Idaho Potato Bowl  
Mid-American Conference  
Missouri Valley Conference  
Missouri Valley Football Conference  
National Collegiate Hockey Conference  
Northeast Conference  
Pinstripe Bowl  
Pioneer Football League  
Western Collegiate Hockey Association

## R14-024 Trademark Management Program – Contract No. RU15001



## ADDENDUM NO. 1

## TO ALL OFFERORS:

Reference Request For Proposal Number:	R14-024
Commodity:	Trademark Management Program
Dated	May 8, 2014
For Delivery To:	Radford University Agency, Commonwealth of Virginia 501 Stockton Street Radford, Virginia 24142
Proposal Due Date/Time:	May 19, 2014 – up to and including 3:00 PM EST

The following historical data was requested during the optional Pre-Proposal Conference held on May 7, 2014:

1. Royalties Collected over the past five years:
  - o 2009-2010 - \$19,538.37
  - o 2010-2011 - \$53,170.36
  - o 2011-2012 - \$61,685.20
  - o 2012-2013 - \$68,055.24
  - o 2013-2014 - \$74,071.82
2. We currently have 114 effective licensees with several others pending.
3. At this time we do not have any current exceptions to the licensing program

**Note:** A signed acknowledgement of this addendum must be received at the location indicated on the IFB either prior to the proposal due date and hour or attached to your proposal. Signature on this addendum does not substitute for your signature on the original proposal document. The original proposal document must be signed.

R14-024 Trademark Management Program – Contract No. RU15001

Sincerely,

*Teresa C. Anders*

Teresa C. Anders, CPPB, CUPO, VCO  
Assistant Director, Program and Contracts  
Phone: (540) 831-6097  
Email: [tanders@radford.edu](mailto:tanders@radford.edu)

Acknowledge and Sign Below:

Name of Firm:	
<i>Licensing Resource Group, LLC</i>	
Signature:	Title:
<i>Michael Van Wieren</i>	<i>General Counsel</i>
Print Name:	
<i>Michael Van Wieren</i>	
Date:	
<i>7-23-2014</i>	

R14-024 Trademark Management Program – Contract No. RU15001

**Anders, Teresa**

---

**From:** Anders, Teresa  
**Sent:** Wednesday, July 23, 2014 12:24 PM  
**To:** 'Wil Spires'  
**Subject:** RE: Hello  
**Attachments:** ADDENDUM 1 for R14-024.pdf

Mr. Spires:

I am putting the contract document together and cannot locate a signed copy of the attached addendum from LRG. This was an oversight on my part when reviewing the proposal. The information contained in the addendum was a direct result of historical data requested at the optional pre-proposal conference; therefore, would not alter your response; however, is required for the file. I have deemed this an informality and am requesting an electronic fully executed addendum to be emailed to my attention today.

Thank you,

Teresa Anders, CPPB, CUPO, VCO  
Assistant Director of Procurement and Contracts  
Radford University  
P.O. Box 6885  
Radford, Virginia 24142  
[tanders@radford.edu](mailto:tanders@radford.edu)  
[www.radford.edu/procurement](http://www.radford.edu/procurement)  
(540) 831-6097

**RU**  
Procurement  
and Contracts



October 22<sup>nd</sup>-23<sup>rd</sup> Hotel Roanoke, VA.  
[www.swamfest.com](http://www.swamfest.com)

---

**From:** Wil Spires [<mailto:Wil@lrgusa.com>]  
**Sent:** Wednesday, July 23, 2014 8:03 AM  
**To:** Anders, Teresa  
**Subject:** Hello

Teresa,

**R14-024 Trademark Management Program – Contract No. RU15001**

Good morning and hope you are well. I wanted to check in regarding the proposed language that we sent last week. Please let me know if you have any remaining questions. We look forward to finalizing this process.

Sincerely,

Wil Spires  
Executive Vice President

LRG  
7990 North Point Blvd., Ste. 120  
Winston-Salem, NC 27106  
336-896-7907 ext 203 Office  
336-287-6753 Cell  
336-896-7910 Fax

[wil@lrgusa.com](mailto:wil@lrgusa.com)

[www.lrgusa.com](http://www.lrgusa.com)

**\*\*PLEASE NOTE NEW PHONE EXTENSIONS**

**Attachment C**

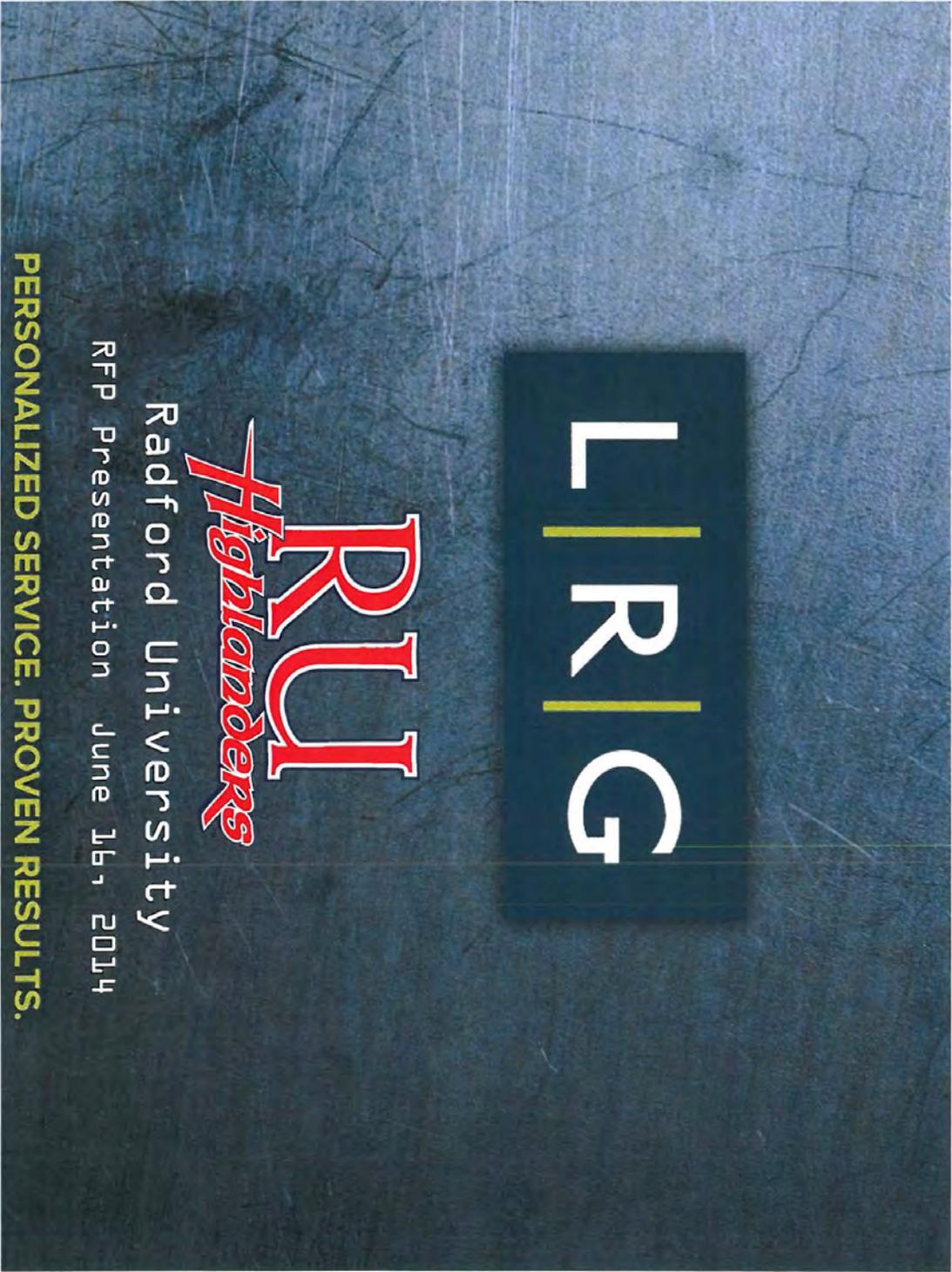
**Revised Agreements**

**Intentionally Left Blank**

**Attachment D**

**Negotiation Summary**

**Negotiation and Clarification Points dated: June 13<sup>th</sup> and July 23<sup>rd</sup>, 2014**



## RADFORD/LRG PARTNERSHIP DISCUSSION

- LRG OVERVIEW
- OVERVIEW OF RADFORD/LRG PARTNERSHIP SERVICES
  - License Administration
  - Royalty Management Process
  - Trademark Enforcement and Legal
  - Trademarx® Software
  - Retail Expansion and Creative/Brand Development
- RADFORD/LRG PARTNERSHIP
- FINANCIAL PROPOSAL
- WHY LRG IS THE BEST PARTNER FOR RADFORD UNIVERSITY

L|R|G

PERSONALIZED SERVICE. PROVEN RESULTS.

**RU**  
*Highlanders*

**LRG OVERVIEW**

**FOUNDED IN**  
**1991**

**MORE THAN**  
**200**  
**CLIENTS**

**IN-HOUSE**  
**LEGAL STAFF**  
**AUDITORS**  
**BRAND EXPERTS**  
**CREATIVE DESIGN**  
**MERCHANDISING**

**FIVE**  
**OFFICES**



**INDUSTRY-LEADING**  
**SOFTWARE**  
**TRADEMARK**

**UNMATCHED**  
**CYBER**  
**ENFORCEMENT**

**GenuNet™**  
Powered by eSolutions



**PERSONALIZED SERVICE. PROVEN RESULTS.**



# LRG OVERVIEW

## VA School Partnerships

## Big South Conference Partnerships



PERSONALIZED SERVICE. PROVEN RESULTS.



# PARTNERSHIP SERVICES

- License Administration
- Accounting and Royalties
- Compliance and Enforcement
- Social Responsibility
- Education and Involvement
- Artwork/Approval Management



TRADEMARX



L|R|G

PERSONALIZED SERVICE. PROVEN RESULTS.



R14-024 Trademark Management Program – Contract No. RU15001

**TRADEMARX** ®

Design APC02478673-PN, from Champion Custom Products

atus - © Approved

AN APPLICATION #1  
 Location: Left Chest  
 Art Size: 3x4.800 (W x H) Ins.  
 Color: Color: Red, White Ink, White Ink

Change status from Approved to:  
 Approver with Changes  Submission sample is required

8:05 AM 6/13/2014

UNIVERSITY COLOR	PRINTING COLOR	PRINTING CMYK CODE
RU Red	For RU Red, use PANTONE® 286	C 0% M 100% Y 0% K 0%
RU Blue	For RU Blue, use PANTONE® 267	C 100% M 0% Y 0% K 0%
RU Green	For RU Green, use PANTONE® Process Green	

Radford University™  
 Radford University Highlanders™

RU™  
 Highlanders™

**L|R|G** PERSONALIZED SERVICE. PROVEN RESULTS.

**RU Highlanders**

## MARKETING AND DEVELOPMENT

You are unique. LRG understands how to differentiate you from the sea of “other” logos in the marketplace and help you to control and grow your brand!

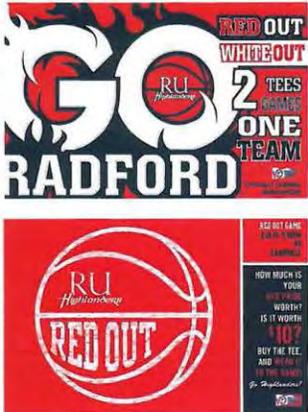
- Visual Merchandising and Concept Shops
- Creative Design Services
- Campaigns, Promotions and Events
- Web, Social Media and PR Collaboration
- Vintage Collections
- Post-Season Celebrations
- Retail and Licensee Development

```
graph TD; DISCOVER --> DEVELOP; DEVELOP --> EXECUTE; EXECUTE --> GROW; GROW --> DISCOVER;
```

**LRG** PERSONALIZED SERVICE. PROVEN RESULTS.

# RETAIL AND MARKETING

- Red/White Out Basketball Promotions
- Bookstore Signage
- Wal-Mart Concept Shop Signage



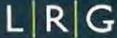
LR|G

PERSONALIZED SERVICE. PROVEN RESULTS.



### RETAIL AND MARKETING

- LRG and Radford have worked together to help create greater demand for licensed Radford merchandise both on and off-campus
- Over the past five years, we've gained floor space in local and regional markets
- Increased the number of websites carrying Radford product.



PERSONALIZED SERVICE. PROVEN RESULTS.



## RADFORD/LRG PARTNERSHIP

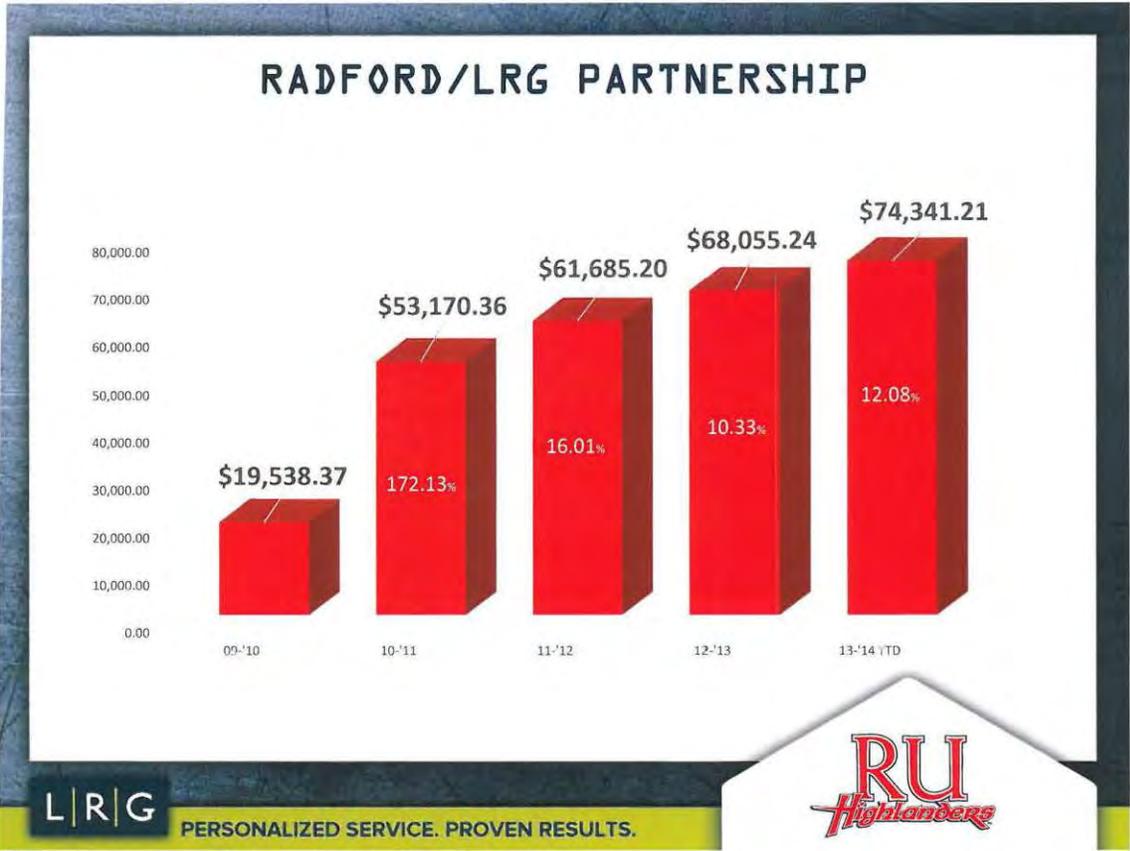
- Launched Radford's licensing program in August 2009
- Currently having another **RECORD YEAR** in royalties at \$74,341.21
- \$276,790.38 in total royalties have been collected since launch of program
- Have executed several athletic t-shirt promotions and worked with the bookstore as exclusive retailer
- Grew the Highlander brand into the Radford market and also in regional markets (Christiansburg, Roanoke, Richmond)
- Have collected \$3,233.10 in audit recoveries since launch of our partnership

L|R|G

PERSONALIZED SERVICE. PROVEN RESULTS.

**RU**  
*Highlanders*

R14-024 Trademark Management Program – Contract No. RU15001



## RADFORD/LRG PARTNERSHIP

### Future Plans

- Spirit Day Shirt Campaign involving all apparel licensees
- Continue to work with local Wal-Mart to expand Radford shop
- Evaluate licensees and add new vendors
- Basketball Retail Promotion with Finish Line
- Logo Refresh
- Radford Red Friday Campaign

L|R|G

PERSONALIZED SERVICE. PROVEN RESULTS.

**RU**  
*Highlanders*

### FINANCIAL PROPOSAL

LRG presents the following royalty revenue sharing package:

<u>GROSS ANNUAL ROYALTIES</u>	<u>RADFORD</u>	<u>LRG</u>
\$0 - \$50,000	75%	25%
\$50,001+	85%	15%

The proposed revenue proposal above is based on the three year term, with an option for the University to renew the contract for an additional seven one year renewal options stated in the RFP.

**Additional considerations:**

Marketing Budget of up to \$1,000 per year of agreement;

Continue to work in conjunction with Radford to:

- Maintain and develop policies and procedures to ensure brand protection, promote consistency of trademarks, and generate revenue.
- Develop strategic goals and objectives annually
- Create new marketing, merchandising, and branding opportunities with licensee and retail partners.



PERSONALIZED SERVICE. PROVEN RESULTS.



**WHY LRG?**

PEOPLE AND SYSTEMS	STABILITY AND GROWTH
PERSONALIZED SERVICE	ACCESSIBILITY AND VISIBILITY
PROVEN RESULTS	UNIVERSITY IMPORTANCE
CUSTOMIZED PROGRAMS	MAXIMIZE REVENUES
MERCHANDISING EXPERTISE	
CREATIVE MARKETING	

**L|R|G** PERSONALIZED SERVICE. PROVEN RESULTS.



## R14-024 Trademark Management Program – Contract No. RU15001

**LICENSING RESOURCE GROUP, LLC (LRG)  
ATTACHMENT A – June 13, 2014  
Negotiation and Clarification Points**

---

Radford University RFP #R14-024  
Trademark Management Program

As allowed in item B. of Section VII of the subject RFP, the University is conducting negotiations. To clarify certain areas of the proposal submitted in response to the RFP, we are requesting a response to the items listed below.

You must include a response to each item in the order presented below by re-stating the item in this Attachment immediately followed by your answer. Do not leave any areas blank or refer the committee back to your original submission. Please be concise in your response.

**Licensing Resource Group, LLC (LRG):**

1. **RADFORD UNIVERSITY:** Please list any expectations you have of Radford University should you be awarded the contract.

**LRG: Radford University should assign one person to be LRG's primary contact person in managing the partnership.**

2. **RADFORD UNIVERSITY:** If awarded a contract do you agree the standard two-party contract made available in the RFP document will be the only document used to award the contract?

**LRG: It is preferred to use LRG's standard agreement template that is used across all university partnerships.**

3. **RADFORD UNIVERSITY:** The current contract expires September 30, 2014. If awarded a contract by July 1, 2014, would you be in a position to support all aspects of this contract?

**LRG: YES**

5. **RADFORD UNIVERSITY:** Please state that you are in agreement, if awarded the contract, all sections identified in your proposal as proprietary and confidential can be made public since Radford University is a state agency and our records are available for public review.

**LRG: Yes**

## R14-024 Trademark Management Program – Contract No. RU15001

LICENSING RESOURCE GROUP, LLC (LRG)  
ATTACHMENT A – June 13, 2014  
Negotiation and Clarification Points

---

6. **RADFORD UNIVERSITY:** If awarded a contract, identify all employees that will be working with Radford University to achieve the requirements of the contract.

**LRG:** As outlined in the RFP response, LRG's account management team will consist of Brian Eubank, university brand manager, along with Wil Spires, EVP, and Jeff Diamond. Additionally, Radford will have access to all LRG staff outlined in the RFP response.

7. **RADFORD UNIVERSITY:** If awarded the contract, please take time to address specific implementation steps and include what your expectations are of Radford University personnel.

**LRG:** LRG currently manages Radford's trademark licensing program; thus, it would be business as usual moving ahead.

8. **RADFORD UNIVERSITY:** What reporting capabilities will be used during the contract to keep university representatives informed?

**LRG:** LRG's Trademarx software is utilized to house all licensing contracts, artwork submissions, royalty revenue reports, etc. Radford will have 24/7 access to this software system.

9. **RADFORD UNIVERSITY:** Are you willing to revisit your pricing structure to provide the most competitive pricing available to the University?

**LRG:** LRG's pricing structure outlined in the RFP response is best and final. Under the new proposed agreement, Radford will be getting better pricing and a marketing budget included.

10. **RADFORD UNIVERSITY:** You have provided a SWaM Utilization Plan in Attachment E. The percentage of SWaM planned spend is listed. Please confirm what total spend figures these percentages are being derived from. If awarded a contract you are required to report actual SWaM spend based on the vendors you have identified in your proposal. Please elaborate how each vendor identified will support Radford University's contract.

**LRG:** LRG may use these vendors as projects arise. We will not know what resources are needed and cost associated until future projects are defined.

**R14-024 Trademark Management Program – Contract No. RU15001**

R14-024: Trademark Management Program

LRG Follow Up Negotiation Summary

July 23, 2014

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**- LRG Agreement Template:**

- **LRG:** Regarding use of LRG's standard template, if there are suggested changes or language that might need to be amended then certainly we are open to hearing those concerns and making changes to our agreement.
- **Radford University** is requesting LRG's Agreement to be removed from their proposal and accept Radford University's two-party contract template as the sole document binding LRG and Radford University. This document shall incorporate, by reference Radford University's RFP, LRG's proposal as well as all subsequent negotiated points.
- **LRG:** Regarding use of Radford's two party agreement as outlined in the RFP, we don't have a problem with using your template provided we can discuss the following clauses that are of concern:
  - **Item 3 Audit, on Attachment C – Special Terms and Conditions:**
    - **LRG:** We only keep paper records for three (3) years; however, we keep electronic records forever so this information will be available in electronic format. We just always like to clarify that this is acceptable.
    - **Radford University** is required to meet the Virginia Library of Congress Retention Schedule which requires the university to retain documents for five years or until audited; however, retention of records can be in an electronic format; therefore, LRG's electronic records format is acceptable. If Radford University submits a request for paper copies of LRG electronic records LRG will be required to present them at no additional cost to the university.
  - **Item 4 Cancellation of Contract:**
    - **LRG:** This type of termination clause is not used in our industry without adding some additional language to protect our interests similar to what is in our termination provision under the LRG agreement. We typically ask for longer period of notification as well such as 90 or 180 days' notice. If there is flexibility with this language then please let me know and we can use your template.
    - **Radford University** is in agreement to change the cancellation clause notification to 180 days.

## R14-024 Trademark Management Program – Contract No. RU15001

- **LRG:** Proposed revised contract cancellation language: *“Radford University reserves the right to cancel and terminate any resulting contract, in part or in whole, upon 180 days written notice to the contractor. If termination occurs at any point during the initial Term, LRG shall continue to receive its share of commission as outlined in the RFP response for the one year period following such termination, regardless of when such license agreements expire. If termination occurs at any point during the extended term, LRG shall not be entitled to any commission of gross royalties resulting from the sale of licensed merchandise following the effective termination date. Royalties earned thereafter belong to the Owner and shall be forwarded to Owner or Owner’s designated agent. Any contract cancellation notice shall not relieve the contractor of obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.”*
- **Radford University** agrees with the proposed LRG contract cancellation language; however the language does not allow LRG to cancel the contract at any point during the term of the contract. Radford University also agrees to adding the provision allowing LRG to exercise their right to cancel providing the same 180 days written notice to Radford University to cancel.
- **Radford University:** The LRG Agreement has been removed from the LRG proposal. The Radford University two-party standard contract template will be the only document used to officially award a contract.

### - Term of Contract

- **LRG:** Is it possible to do a five year term with a five year renewal as opposed to five one-year renewals?
- **Radford University** is agreeable to a five year initial term with five one-year renewals. Revenue share percentages and marketing budget of up to \$2,000 per year remain the same. Agreed (Radford University).
- **LRG:** Yes, any unused marketing money can be rolled over to the next year if not used. Agreed (Radford University).

### - LRG Acquisition by Learfield Sports: Clarification regarding said acquisition was requested and provided by LRG:

- **Radford University:** When will the acquisition be effective?

**LRG:** The acquisition is effective immediately, but deals of this nature are a fluid process. With that said, everything should be wrapped up in the next 4 to 6 weeks.

**R14-024 Trademark Management Program – Contract No. RU15001**

- **Radford University:** If the effective date is prior to RU awarding a contract for the subject RFP, does LRG have the authority to sign the contract?

**LRG:** Yes. LRG will still operate as a stand-alone entity, but now has access to even more resources this will improve our already great service.

- **Radford University:** If the effective date is after RU awards a contract for the subject RFP, there is an assignment clause on the RFP document that would require RU's written permission before a contract is assigned to another company. Would that occur?

**LRG:** The agreement would be between RU and LRG. As such, no assignment will be necessary.

- **Radford University:** What role would LRG and Learfield Sports play after the acquisition?

**LRG** will continue to build upon its history of personalized service and proven results. Nothing changes there. Learfield will not be involved in the day-to-day licensing operations.

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## R14-024 Trademark Management Program – Contract No. RU15001

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R14-024 Trademark Management Program – Contract No. RU15001

## Price Table – Attachment G of Proposal

The pricing structure for the split of gross annual royalties as proposed in LRG's proposal dated May 15, 2014 remains the same.

Gross Annual Royalties	Radford	LRG
\$0 - \$50,000	75%	25%
\$50,001 and above	85%	15%

LRG shall contribute up to \$2,000 per year to help fund marketing and merchandising initiatives. That shall include each year of the initial five-year term as well as each subsequent renewal for a total possible ten year period.

It is understood Radford University is under contract to refresh its brand. In order to address a possible rebrand LRG has agreed to allow the university to use marketing funds over the life of the contract instead of a set annual amount. Unused funds can carry forward; however, must be used when the life of the contract and all subsequent renewals have been exhausted.

License Resource Group, LLC

By: Michael Van WierenTitle: General CounselSignature: Michael Van WierenDate: 7.24.2014

Radford University

By: Teresa C. Anders

Teresa C. Anders

Title: Assistant Director, Procurement and Contracts

Signature: Teresa AndersDate: 8.1.2014