### Contract Summary:

Contract is an optional employee benefit to provide pre-paid Legal Services to employees (and their families) who enroll during the hiring process or during open enrollment.

### Note:

- Solicitation documents are posted in eVA in the solicitation posting.
- Please reference the contract number on purchase orders, and when contacting the vendor.

<table>
<thead>
<tr>
<th>Purchase Order #:</th>
<th>Contract Type: EC</th>
<th>SWaM Class:</th>
<th>SWaM Status:</th>
<th>eVA:</th>
<th>Category:</th>
</tr>
</thead>
</table>
Click ![i](image) to see basic contract information.
Click ![i](image) to see the contract summary sheet.

<table>
<thead>
<tr>
<th>CONTRACT TITLE</th>
<th>CATEGORY</th>
<th>CONTRACTOR</th>
<th>CONTRACT NUMBER</th>
<th>BUYER INFO</th>
<th>SWAM</th>
<th>CURRENT TERM EXPIRES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services, Pre-Paid Legal Service</td>
<td>Services</td>
<td>Legal Resources</td>
<td>WM-C1070</td>
<td>Bill Vega <a href="mailto:wavega@wm.edu">wavega@wm.edu</a> 757-221-3956</td>
<td>S</td>
<td>12/31/2017</td>
</tr>
</tbody>
</table>
## College of William and Mary
### Procurement Services
#### Contract Summary Sheet

<table>
<thead>
<tr>
<th>Commodity: Pre-Paid Legal Service</th>
<th>Contract Nbr: WM-C1070</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor: Legal Resources</td>
<td>Effective Date: 1/1/2016 – 12/31/2016</td>
</tr>
<tr>
<td>SWAM: Yes, Small</td>
<td>Nine (7) 1-Year Renewals</td>
</tr>
<tr>
<td>Address: 2877 Guardian Lane</td>
<td>Nbr of Vendors: One</td>
</tr>
<tr>
<td>Suite 101</td>
<td>Payment Terms: Net 30, Monthly (Payroll Deduction)</td>
</tr>
<tr>
<td>Virginia Beach, VA 23452</td>
<td></td>
</tr>
<tr>
<td>Contact: Jerry Meyer, VP, GM</td>
<td>Accepts Purchasing Card:</td>
</tr>
<tr>
<td>Phone: 757-498-1220</td>
<td>Fax: 757-498-4114</td>
</tr>
<tr>
<td>E-Mail: <a href="mailto:jmeyer@legalresources.com">jmeyer@legalresources.com</a></td>
<td>Web site: legalresources.com</td>
</tr>
</tbody>
</table>

### Contract Information:
- Contract is an optional employee benefit to provide pre-paid Legal Services to employees (and their families) who enroll during the hiring process or during open enrollment.

### PRICING
- Option 2: $16.50/month/participant (the entire 10 year contract term (This is the option chosen by the Evaluation Panel)); Payroll Deduction through Human Resources

### RFP No. WM-1386-14 Section V. included Contract Participation language to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or the College's affiliated foundations may access any resulting contract if authorized by the Contractor.

### 1st Contract Term:
- 1/1/2014 – 12/31/2014 (Nine (9) 1-Year Renewal Options)

### Note:
- Please reference the contract number on purchase requisitions. Copies of this contract are available from the buyer. Cathy Hodock, Email: cchodock@wm.edu

### SUMMARY SHEET #: 3

**UPDATED: 12/02/2015**
NOTICE OF CONTRACT RENEWAL

CONTRACT NUMBER: WM-C1070

DATE: October 22, 2015

NAME: Legal Resources of Virginia, Inc.

ADDRESS: 2877 Guardian Lane, Suite 101
Virginia Beach, VA 23452

TO FURNISH: Pre-Paid Legal Services

FOR THE PERIOD: January 1, 2016 through December 31, 2016
with seven (7) one-year renewal options

hereby is accepted at prices and terms stated, subject to all conditions and requirements of the solicitation (RFP # WM-1386-14), purchase specifications, warranties, and other stipulations, if any. The solicitation, your proposal, and the notice of contract renewal form constitute a firm contract.

LEGAL RESOURCES

By: ____________________________
   Signature in Ink

   Gerald Meyer
   Name (Typed or Printed)

   Vice President, Marketing 10/26/2015
   Title (Typed or Printed)

THE COLLEGE OF WILLIAM AND MARY

By: ____________________________
   Signature in Ink

   Cathy Hodock, CPPB, CUPO
   Name (Typed or Printed)

   Senior Procurement Officer 10/26/2015
   Title (Typed or Printed)

   Date
Date: October 22, 2015

TO: Legal Resources of Virginia, Inc.

Subject: Contract Renewal: Contract # WM-C1070 – Pre-paid Legal Services

The term contract for Prepaid Legal Services is due for renewal for the period of January 1, 2016 through December 31, 2016, with seven (7) one-year renewal options remaining.

If you wish to renew your contract with the College of William and Mary for this period, please indicate below and add any comments.

I wish to renew my contract X Yes. I do not wish to renew my contract No.

COMMENTS:

It has been our pleasure to serve the employees of the College of William and Mary for another year!

The College requires your signature on the attached Notice of Contract Renewal before we can complete the execution of this agreement. Please sign the Notice of Contract Renewal and return to my attention. A signed copy of the final documentation will be returned to you for your files. The College of William and Mary appreciates your services and looks forward to continuing the contract for another year.

Thank you for your assistance.

Sincerely,

Cathy Hodock

Cathy Hodock, CPPB, CUPO
Senior Procurement Officer
<table>
<thead>
<tr>
<th>Commodity:</th>
<th>Pre-Paid Legal Service</th>
<th>Contract Nbr: WM-C1070</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor:</td>
<td>Legal Resources</td>
<td>Effective Date: 1/1/2015 – 12/31/2015 \ Eight (8) 1-Year Renewals</td>
</tr>
<tr>
<td>SWAM:</td>
<td>Yes, Small</td>
<td>Nbr of Vendors:</td>
</tr>
<tr>
<td>Address:</td>
<td>2877 Guardian Lane</td>
<td>Payment Terms: Net 30, Monthly (Payroll Deduction)</td>
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<tr>
<td>Contact:</td>
<td>Jerry Meyer, VP, GM</td>
<td>Accepts Purchasing Card:</td>
</tr>
<tr>
<td>Phone:</td>
<td>757-498-1220</td>
<td></td>
</tr>
<tr>
<td>E-Mail:</td>
<td><a href="mailto:jmeyer@legalresources.com">jmeyer@legalresources.com</a></td>
<td>Web site: legalresources.com</td>
</tr>
</tbody>
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**Contract Information:** Contract is an optional employee benefit to provide pre-paid Legal Services to employees (and their families) who enroll during the hiring process or during open enrollment.

**PRICING - Option 2:** $16.50/month/participant (the entire 10 year contract term (This is the option chosen by the Evaluation Panel.); Payroll Deduction through Human Resources

**Note:** Please reference the contract number on purchase requisitions. Copies of this contract are available from the buyer. Cathy Hodock, Email: cchodock@wm.edu

**SUMMARY SHEET #: TBD**  **UPDATED: 11/14**
CONTRACT INFORMATION
Institution: W&M
Product: Services, Pre-Paid Legal Service
Contractor: Legal Resources
Contract #: WM-C1070
Contract Type: EC
Buyer: Cathy Hodock
Buyer Phone: 757-221-3956
Buyer E-mail: cchodock@wm.edu

Start Current Period: 1/1/2015
End Current Period: 12/31/2015
eVA: Yes
SWAM Class: S
Report SWAM Usage: Yes
Notes:
Renewal: 8, one year renewal options
Last Updated: 11/21/2014
Dear Mr. Green:

Subject: Virginia Tech Contract #TC-004-14
William and Mary # WM-C1070

As provided for in William and Mary contract number WM-C1070 with Legal Resources of Virginia, Inc for Voluntary Pre-Paid Legal Services for College Employees, Virginia Tech wishes to access the contract. Therefore, if Legal Resources of Virginia, Inc agrees to provide services to Virginia Tech in accordance with the same fees, terms and conditions, and descriptions contained in the William and Mary contract, please sign two copies of this letter and return them to me along with a certificate of insurance for the coverage described in the contract. Please note that Virginia Tech and the Commonwealth of Virginia shall be named as additional insureds on the certificate of insurance. I will then have the letter signed and will return a fully executed copy to you.

Thank you for your assistance with this matter.

Sincerely,

Kimberly Dulaney
Assistant Director & Contracts Manager
540-231-8543

Accepted and agreed:

By: ____________________________

Virginia Tech accepted and agreed:

By: ____________________________

W. Thomas Kaloupek
Director of Procurement

Invent the Future

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
An equal opportunity, affirmative action institution
COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: TC-004-14

This contract entered into this 1st day of May 2014 by Legal Resources of Virginia, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech."

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

SCOPE OF CONTRACT: The Contractor shall provide the Voluntary Pre-Paid Legal Services for University Employees to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From May 1, 2014 through December 31, 2014 with renewals in accordance with and coinciding with William and Mary contract number WM-C1070.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract, Virginia Tech's letter requesting access to the contract dated May 1, 2014, and the signed contract documents from William and Mary contract number WM-C1070, all of which Contract Documents are incorporated herein.

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

Contractor
By: [Signature]
Name and Title

Virginia Tech
By: [Signature]
W. Thomas Kaloupek
Director of Procurement
CONTRACT NUMBER WM-C1070

This agreement entered into this 19th day of November 2013 by Legal Resources of Virginia, Inc., hereinafter called "Legal Resources" or "Contractor") and The College of William & Mary, hereinafter called the "College", an institution of higher education in the Commonwealth of Virginia. The College includes the Virginia Institute of Marine Science (VIMS) and all other William and Mary campuses.

WHEREAS, Legal Resources has submitted an offer in response to a Request for Proposals (RFP) # W&M-1386-14 issued by the College for voluntary pre-paid legal services for College employees; and

WHEREAS, Legal Resources is experienced in providing pre-paid legal services for College employees and the College has determined that it is in the best interest of the College to contract with Legal Resources to provide the voluntary pre-paid legal services for College employees; and

NOW, THEREFORE, in consideration of the terms and conditions herein contained, and the other mutual promises set forth herein, the parties agree as follows:

CONTRACT DOCUMENTS shall consist of:

(1) This signed form, including the Contractual Terms, Claims Procedure (Attachment 1), and SCOPE OF SERVICES (Attachment 2);
(2) The RFP WM-1386-14 dated August 28, 2013 including but not limited to the Mandatory General Terms and Conditions, Special Terms and Conditions, and all of its Attachments;
(3) Addendum No. One to RFP dated September 12, 2013;
(4) Legal Resources' Proposal dated September 17/18, 2013;
(5) Clarifications as confirmed in email dated October 11, 2013
(6) Negotiated rates as confirmed in email dated October 21, 2013; and
(7) Legal Resources Group Plan Payroll Deduction Employer Participation Agreement dated 10/29/2013 (Attachment 3).

To the extent that the terms of this Contract document and the various agreement documents are in conflict, the RFP and all its attachments, Legal Resources' proposal and the negotiated terms and conditions, shall prevail over all other agreement documentation.

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

LEGAL RESOURCES OF VIRGINIA, INC.:  
By: [Signature]  
Name (Typed/Printed): Jerry Meyer  
Title: Vice President, General Manager  
Email/Phone: imeyer@legalresources.com / 757-498-1220  
Date: 12/3/2013

COLLEGE OF WILLIAM AND MARY:  
By: [Signature]  
Name: Cathy Hodock, CPPB  
Title: Senior Procurement Officer  
Email/Phone: cchodock@wm.edu / 757-221-3058  
Date: 12/3/2013
AGREEMENT

CONTRACTUAL TERMS

The parties, having negotiated concerning the Pre-Paid Legal Services, wish to express in this Agreement the basis on which Legal Resources will provide the Services. Accordingly, and in consideration of the mutual promises and provisions hereof, the parties hereby agree as follows:

1. Specific Service Provisions

These specific provisions are restated here for clarification:

A. The purpose and intent of this Contract is to administer a Legal Services Plan for the College and provide Voluntary Pre-Paid Legal Services for College employees.

B. TERM OF AGREEMENT

The Contract period shall commence on January 1, 2014, and will be in effect through December 31, 2014. This Contract may be renewed by the College upon written agreement of both parties for nine (9) successive one-year periods, at a reasonable time approximately 90 days prior to the expiration.

2. Scope of Services

A. GENERAL REQUIREMENTS

Legal Resources shall provide, but not limited to, the following services:

1) The Contractor shall be fully responsible for the development, communication, and administration of the Pre-Paid Legal Services Plan for the College employees.

2) Effective July 1, 2004 and pursuant to Section 59.1-441 et seq., Code of Virginia, sellers of legal services plans in Virginia must be registered with the Office of Consumer Affairs (OCA) at the Virginia Department of Agriculture & Consumer Service. Demonstrate eligibility by proof of registration.

3) This program shall comply with any regulations and any other applicable statutes or regulations that are in effect, or may become effective, during the term of the contract resulting from this RFP.

4) Contractor shall design and prepare communication materials to distribute to employees such as, but not limited to, announcements, illustrations, brochures, and enrollment forms which explain the program, at no cost to the College.

5) Contractor shall prepare and participate in the presentation for College employees during open enrollment each October. Describe and/or provide sample audiovisuals, computer simulations, or other tools you will use for these educational presentations.

6) Brochures shall be provided by the Contractor at open enrollment meetings and as needed during the contract period, at no cost to the College.

7) Contractor shall be responsible for marketing this plan which includes voluntary open enrollment meetings. Effective marketing strategies may increase the number of employees enrolled.

8) Contractor shall not give advice or represent employees in lawsuits or grievances against the College or any other adversary proceeding.

9) Contractor shall provide the College with monthly accounting statements.
10) Contractor shall provide a process to respond to appeals from employees who may wish to dispute any decisions.

11) Contractor shall provide assistance on an ongoing basis to employees and the College with respect to plan interpretations and general questions.

12) Contractor shall provide a plan for College employees that includes, but is not limited to, coverage for attorney fees in the following areas:

- General Consultation and Review
- Divorce
- Preparation of Wills and Legal Documents
- Change of Name
- Adoptions
- Defense of Motor Vehicle Violations
- Real estate transactions
- Landlord-Tenant Disputes
- Courtroom Representation in General District Court
- Consumer Relations and Credit Problem Resolution/Debt Collection
- Review of Contracts
- Warranty Disputes
- Civil Proceedings, Plaintiff and Defendant
- Administrative Proceedings (except between employee and employer)
- Defense in Criminal Proceedings
- Defense of Juveniles
- Consultations with Plan Attorney
- Identity Theft Services (includes civil actions as a plaintiff or defendant)
- Annual Credit Reports
- ID Theft Resolution/Restoration Assistance
- ID Theft Consultation
- Nationwide Coverage

A detailed description of actual coverage for each benefit is included in Contract Document four (4) (RESPONSIVENESS section, pages 36-41), attached hereto (non-proprietary portion) as Attachment 2.

B. All benefit eligible employees shall have the opportunity to enroll in the Legal Services Plan.

Benefit eligible employees are full-time and regular part-time employees.

C. If the College elects not to renew the contract at the end of the contract period, the employee contract with the Contractor should still remain in effect, at the employees’ option, in which case the Contractor shall be responsible for collecting payments for the employee’s contract.

D. The services and fee structure of the pre-paid legal services plan shall remain the same during the contract period, unless applicable law changes, and/or changes are agreed upon by both parties and are made by written addendum to this contract and signed by both parties.

3. Reporting and Delivery Requirements

The following reports shall be submitted upon request as indicated:

A. UTILIZATION OF SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES: The following reports shall be submitted as indicated:

MINORITY/WOMEN OWNED BUSINESS SUBCONTRACTING AND REPORTING: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Department of Minority Business
Enterprises.

Final Actual Involvement Report: The Contractor shall submit an annual report to the Senior Procurement Officer, within 10 days of contract completion, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of this contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, women-owned, minority-owned) a comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value.

The Contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

B. The Contractor shall provide the following to Human Resources, Benefits Administration:

1. The Contractor shall provide an annual usage report of the plan year, one month before the end of each plan year.

2. The Contractor shall provide sufficient number of copies of the plan materials for open enrollment and additional copies as needed for new employees.

3. The Contractor shall submit a draft of the plan for approval before open enrollment.

4. **Contract Participation**

   It is the intent of this contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or the College’s affiliated foundations may access any resulting contract if authorized by the contractor.

   Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the Contractor and the procuring entity may negotiate a contract, to include pricing, to meet the procuring entity’s own unique specifications and needs. **The Contractor will notify the College Procurement Office, 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 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 to include contractual disputes, invoicing and payments without direct administration from the College. The College 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 the College 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 does not preclude any participating entity from using other contracts or competitive processes as the need may be.

5. **Pricing**

   **Fixed rate of $16.50/month/employee (via payroll deduction) for the ten year contract term, for services and benefits outlined in the proposal and attached hereto as Attachment 2.**

6. **Contract Administrator**

   The individual named below will serve as the Contract Administrator and will be the point of contact at the College for day-to-day operations under this Agreement. The Contract Administrator cannot approve amendments or price changes to this Agreement. Legal Resources, Inc. will channel all communications regarding administration of the services through:
Legal Resources shall not make any commitments or comments, or actions on behalf of the College without the explicit direction of the Contract Administrator. The College reserves the right to change its Contract Administrator upon notice to Legal Resources.

7. **Contractual Provisions**

The Mandatory General Terms and Conditions and the Special Terms and Conditions in RFP WM-1386-14 shall apply to this contract.

Prior to start of project, a Certificate of Liability Insurance naming the College of William and Mary as an additional insured must be received in the Office of Procurement. The coverage and limits are listed below and in the solicitation, item R, under Mandatory General Terms and Conditions.

**INSURANCE:** Contractor certifies that 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 Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1 and 65.2-800 et seq. of the Code of Virginia. The Contractor further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

In instances where a resulting contract award requires the contractor’s employees presence on state property at any time, the contractor shall issue a Certificate of Liability Insurance prior to the beginning of the project. It shall be understood that the College of William and Mary and the Virginia Institute of Marine Science, in the bidding and resulting contract, are deemed to be one agency of the Commonwealth.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:**

1. **Workers’ Compensation -** Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the College of increases in the number of employees that change their workers’ compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. **Employer’s Liability -** $100,000.

3. **Commercial General Liability -** $1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The College of William and Mary must be named as an additional insured and so endorsed on the policy.

4. **Automobile Liability -** $1,000,000 per occurrence.

8. **Signature**

This Contract Agreement shall not be effective or binding unless and until signed by both parties on the cover page of this document.
Claims Procedure

Contractual claims for payment under the Agreement shall be submitted in writing no later than sixty (60) days after the College states in a writing delivered to the Contractor that it has made its final payment to the Contractor under the Agreement and that Contractor must submit any claim within 60 days thereafter. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

The College’s procedure for deciding such contractual claims is:

A. The Contractor must provide the written claim to:

Director of Procurement
115 Grigsby Drive
Facilities Management Bldg, Lower Level
College of William and Mary
P.O. Box 8795 (if by USPS mail)
Williamsburg, Virginia 23187-8795

B. Although the Contractor may, if it chooses, attempt to resolve its claim directly with the College department using the product or services rather than the one stated in the above paragraph, the Contractor must submit any unresolved claim in writing, no later than sixty (60) days after notice of final payment is delivered to the Contractor in accordance with the opening paragraph of this subsection (w), to the Director of Procurement if it wishes to pursue its claim.

C. Upon receiving the written claim, the Director of Procurement will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Contractor. If such discussion is to be held, the Director of Procurement will contact the Contractor and arrange such discussion.

D. The Director of Procurement will mail his or her decision to the Contractor within sixty-(60) days after receipt of the claim. The decision will state the reason for granting or denying the claim.

E. The Contractor may appeal the Director of Procurement’s decision to:

Vice President for Administration
College Apartments
College of William and Mary
P.O. Box 8795
Williamsburg, Virginia 23187-8795

F. Upon receiving the written appeal, the Vice President for Administration will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Contractor. If such discussion is to be held, Vice President for Administration will contact the Contractor and arrange such discussion.

G. The Vice President for Administration will mail his or her decision to the Contractor within thirty (30) days after the Vice President for Administration’s receipt of the appeal. The decision will state the reasons for granting or denying the appeal.

H. Nothing set forth in this section shall limit, delay or reduce the Contractor’s ability to seek equitable relief from a court of competent jurisdiction in the Commonwealth of Virginia to the extent permitted by Virginia law. In addition, to the extent the College brings a claim against the Contractor, then the Contractor shall in no event be precluded from asserting a counterclaim for payments due under the Agreement regardless of whether such counterclaim is raised within the 60 day period specified above.
SCOPE OF SERVICES

A. SCOPE OF SERVICES
The Legal Resources Employee Legal Plan is designed to meet everyday legal needs associated with expected and unexpected life events. The plan provides 100% coverage for the most common legal services a family or individual would normally require throughout the different life stages of life.

B. SERVICES TO BE PROVIDED
When the coverage in the chart below reads “100%”, this means that the Member, spouse, and all eligible dependents pay no attorney fees for the services outlined. Up to an hour of initial consultation and advice and consultation is provided whenever a legal matter isn’t fully covered at 100%, followed by a 25% savings on attorney fees thereafter. Our plan was designed and has been refined over the years to provide 100% attorney fee coverage for all the legal matters over 95% of our members may need in a lifetime.

<table>
<thead>
<tr>
<th>LEGAL NEED</th>
<th>COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Consultation and Review</td>
<td>100%</td>
</tr>
<tr>
<td>Unlimited consultation and advice in person or by telephone regarding general legal issues covered in the Master Plan Contract. For matters covered under the Expanded Coverage Benefit, up to one hour of initial consultation is provided. Unlimited number of hours.</td>
<td></td>
</tr>
<tr>
<td>Divorce</td>
<td></td>
</tr>
<tr>
<td>Divorce, Uncontested</td>
<td>100%</td>
</tr>
<tr>
<td>Representation for Primary Member in connection with uncontested divorce, separation or annulment, including preparation of Separation Agreement and filing of the Bill of Complaint. No limit on number of hours. (Feedback from our plan attorneys is that the “average” uncontested divorce requires 10-20 attorney hours)</td>
<td></td>
</tr>
<tr>
<td>Divorce, Contested</td>
<td>25%</td>
</tr>
<tr>
<td>Free Advice and Consultation Provided. Representation for contested divorce matters or family law issues post-divorce is covered under the Expanded Coverage Benefit. No limit on number of hours. (Feedback from our plan attorneys is that the “average” contested divorce requires 37+ attorney hours)</td>
<td></td>
</tr>
<tr>
<td>Preparation of Wills and Legal Documents</td>
<td></td>
</tr>
<tr>
<td>Will Preparation and Related Documents</td>
<td>100%</td>
</tr>
<tr>
<td>Includes preparation, revision and periodic review of will for Primary Member and spouse. Trusts are covered under the Expanded Coverage Benefit.</td>
<td>100%</td>
</tr>
<tr>
<td>Advanced Medical Directives</td>
<td>100%</td>
</tr>
<tr>
<td>Medical Durable Powers of Attorney</td>
<td>100%</td>
</tr>
<tr>
<td>Living Wills</td>
<td>100%</td>
</tr>
<tr>
<td>Codicils</td>
<td>100%</td>
</tr>
<tr>
<td>Contingent trust for minors</td>
<td>100%</td>
</tr>
<tr>
<td>Advice or problems an employee or covered dependent may encounter as administrators or personal representatives (executors) with respect to any estate, excluding estates requiring the filing of a Federal estate tax return.</td>
<td>100%</td>
</tr>
<tr>
<td>LEGAL NEED</td>
<td>COVERAGE</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Preparation of Legal Documents - no limit on pages or number of documents</td>
<td></td>
</tr>
<tr>
<td>Preparation and review of routine legal documents</td>
<td>100%</td>
</tr>
<tr>
<td>Specific Power of Attorney</td>
<td>100%</td>
</tr>
<tr>
<td>General Power of Attorney</td>
<td>100%</td>
</tr>
<tr>
<td>Financial Power of Attorney</td>
<td>100%</td>
</tr>
<tr>
<td>Elderly Parent Power of Attorney</td>
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</tr>
<tr>
<td>Bill of Sale</td>
<td>100%</td>
</tr>
<tr>
<td>Affidavits</td>
<td>100%</td>
</tr>
<tr>
<td>Change of Name</td>
<td>100%</td>
</tr>
<tr>
<td>Includes simple uncontested name change.</td>
<td></td>
</tr>
<tr>
<td>Adoptions</td>
<td>100%</td>
</tr>
<tr>
<td>Representation in uncontested adoption: a) as adopting step-parent, b) as an adopting family member or c) as previously recommended by a licensed child placement agency. These services include change of name of adopted child. No limit on number of attorney hours or instances. Uncontested adoptions covered as part of Expanded Coverage Benefit.</td>
<td></td>
</tr>
<tr>
<td>Defense of Motor Vehicle Violations (including DUI)</td>
<td>100%</td>
</tr>
<tr>
<td>Representation before District Court for traffic offenses when Member possesses a valid driver’s license at the time of the offense. No limits on usage. No waiting periods.</td>
<td></td>
</tr>
<tr>
<td>DUI</td>
<td>100%</td>
</tr>
<tr>
<td>Alcohol or controlled substance related traffic offenses (DUI) are limited to first offense only.</td>
<td></td>
</tr>
<tr>
<td>Real Estate Transactions</td>
<td></td>
</tr>
<tr>
<td>Real Estate Transactions (Closing)</td>
<td>100%</td>
</tr>
<tr>
<td>Representation in connection with the sale, purchase and/or refinance of Primary Member’s primary dwelling.</td>
<td></td>
</tr>
<tr>
<td>If selling contract review and deed participation for the participant.</td>
<td>100%</td>
</tr>
<tr>
<td>Real Estate Transactions (Deeds) Non-Sale</td>
<td>100%</td>
</tr>
<tr>
<td>Review and preparation of quit claim deeds, and deeds of transfer for the participant.</td>
<td></td>
</tr>
<tr>
<td>Landlord-Tenant Disputes</td>
<td>100%</td>
</tr>
<tr>
<td>Landlord-Tenant Matters</td>
<td></td>
</tr>
<tr>
<td>Representation provided as tenant in connection with any claims arising out of a tenant-landlord relationship for Member’s principle place of residence. Litigation limited to the District Court only.</td>
<td>100%</td>
</tr>
<tr>
<td>Representation as a landlord includes up to one (1) hour of initial consultation and advice, an eviction letters and advice on filing a Motion for Judgment.</td>
<td>100%</td>
</tr>
<tr>
<td>Eviction defense</td>
<td>100%</td>
</tr>
<tr>
<td>Courtroom Representation</td>
<td>100%</td>
</tr>
<tr>
<td>Includes legal representation in General District Court. No limits on number of attorney hours.</td>
<td></td>
</tr>
<tr>
<td>LEGAL NEED</td>
<td>COVERAGE</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
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</tr>
<tr>
<td><strong>Consumer Relations and Credit Problem Resolution, Including Debt Collection</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Consumer Relations</strong></td>
<td>100%</td>
</tr>
<tr>
<td>Representation provided in connection with any action which may be brought in the District Court against a manufacturer, distributor, service agency or retailer for defects in any merchandise.</td>
<td></td>
</tr>
<tr>
<td>Court representation for recovery on any warranty or guarantee whether implied or expressly given in connection with the sale of any merchandise, article or service, where such claim is in excess of $400. (Claims less than $400 are typically handled in small claims court, where attorney representation is often not allowed)</td>
<td></td>
</tr>
<tr>
<td><strong>Credit Protection</strong></td>
<td>100%</td>
</tr>
<tr>
<td>Consultation, advice, and preparation of clarification letter(s) relating to billing disputes and collection agency harassment.</td>
<td></td>
</tr>
<tr>
<td><strong>Debt Collection Defense</strong></td>
<td>100%</td>
</tr>
<tr>
<td><strong>Review of Contracts</strong></td>
<td>100%</td>
</tr>
<tr>
<td>Preparation and review of routine legal documents, including but not limited to specific and general powers of attorney, financial powers of attorney, bills of sale and affidavits.</td>
<td></td>
</tr>
<tr>
<td><strong>Warranty Disputes</strong></td>
<td>100%</td>
</tr>
<tr>
<td>Includes representation on any action which may be brought in the District Court on a warranty or guarantee in connection with the sale of any merchandise, article or service, when the claim exceeds $400. For any claims less than $400 (usually refers to matters in small claims court), member receives advice and consultation but no court representation.</td>
<td></td>
</tr>
<tr>
<td><strong>Civil Proceedings, Plaintiff and Defendant</strong></td>
<td>100%</td>
</tr>
<tr>
<td>Includes representation as a plaintiff or defendant in a civil action filed in District Court where claim exceeds $400. For any claims less than $400 (usually refers to matters in small claims court), member receives advice and consultation but no court representation.</td>
<td></td>
</tr>
<tr>
<td><strong>Administrative Proceedings (except proceedings between the employee and Employer)</strong></td>
<td></td>
</tr>
<tr>
<td>Includes consultation and representation at the initial hearing of civil administrative proceedings, by or against any local government commission or local government board.</td>
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<tr>
<td><strong>Defense in Criminal Proceedings</strong></td>
<td>100%</td>
</tr>
<tr>
<td>Representation in misdemeanor matters as defendant through trial in the District Court. No limits on hours of representation or uses.</td>
<td></td>
</tr>
<tr>
<td><strong>Defense of Juveniles</strong></td>
<td>100%</td>
</tr>
<tr>
<td>Representation of Primary Member's minor dependent children in misdemeanor proceedings in District Court, Juvenile and Domestic Relations Court, or Family Court. For offenses involving alcohol or illegal drugs, full coverage representation is limited to the first offense only.</td>
<td></td>
</tr>
<tr>
<td><strong>Consultations with Plan Attorney</strong></td>
<td>100%</td>
</tr>
<tr>
<td>Unlimited consultation and advice in Plan Attorney's office or by telephone regarding general legal issues covered in the Master Plan Contract. For matters covered under the Expanded Coverage Benefit, up to one (1) hour of initial consultation is provided.</td>
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<tr>
<td>Identity Theft Services</td>
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<td>-------------------------</td>
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</tr>
<tr>
<td><strong>ID Theft Prevention Education</strong></td>
<td>Included</td>
</tr>
<tr>
<td>Seminars, educational materials, and legal updates provided by Certified Identity Theft Risk Management Specialists (CITRMS®). <strong>Open to all Employees.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Annual Credit Reports</strong></td>
<td>Included</td>
</tr>
<tr>
<td>Annual credit reports Equifax, Experian, Trans Union on <a href="http://www.legalresources.com">www.legalresources.com</a></td>
<td></td>
</tr>
<tr>
<td><strong>ID Theft Resolution/Restoration Assistance</strong></td>
<td>Included</td>
</tr>
<tr>
<td>Includes counseling and an ID Theft victim checklist along with additional resources all provided by a certified Identity Theft Risk Management Specialist (CITRMS®).</td>
<td></td>
</tr>
<tr>
<td><strong>ID Theft Consultation</strong></td>
<td>100%</td>
</tr>
<tr>
<td>Unlimited advice and consultation including preparation of letters relating to billing disputes and collection agency harassment.</td>
<td></td>
</tr>
<tr>
<td><strong>Civil Action Defense Representation</strong></td>
<td>100%</td>
</tr>
<tr>
<td>Includes representation as a defendant in the District Court for ID Theft related issues. For claims less than $400, only advice and consultation is provided.</td>
<td></td>
</tr>
<tr>
<td>Includes representation of the covered person as a defendant in the higher state courts or federal court.</td>
<td>25%</td>
</tr>
<tr>
<td><strong>Civil Action Plaintiff Representation</strong></td>
<td>100%</td>
</tr>
<tr>
<td>Includes representation as a plaintiff in the General District Court in an Identity Theft matter. Claim must exceed $400.</td>
<td></td>
</tr>
<tr>
<td><strong>Civil Actions Filed in State Higher Court or Federal Court</strong></td>
<td>One Hour Free Initial Consultation, then 25% Discount</td>
</tr>
<tr>
<td>Representation in federal court for a civil matter as a victim of identity theft including but not limited to tax fraud and Social Security fraud.</td>
<td></td>
</tr>
<tr>
<td><strong>Credit Recovery Actions</strong></td>
<td>One Hour Free Initial Consultation, then 25% Discount</td>
</tr>
<tr>
<td>Representation in connection with Credit Recovery as a victim of identity theft including but not limited to assisting in the process of repairing fraudulent breach of financial accounts. Also includes legal representation to help you better understand your rights as a consumer as well as the state or federal laws.</td>
<td></td>
</tr>
<tr>
<td><strong>Expungement of Criminal Record due to Identity Theft</strong></td>
<td>One Hour Free Initial Consultation, then 25% Discount</td>
</tr>
<tr>
<td>Includes representation to have a crime that was fraudulently committed using the victim's personal information removed from their criminal record.</td>
<td></td>
</tr>
<tr>
<td><strong>Expanded Coverage Benefit</strong></td>
<td>One Hour Free Initial Consultation, then 25% Discount</td>
</tr>
<tr>
<td>Which provides FREE advice and consultation and a 25% attorney fee discount on ANY non &quot;fully covered&quot; legal service (excluding employer/employee grievances).</td>
<td></td>
</tr>
<tr>
<td><strong>Pre-Existing Legal Matters</strong></td>
<td>One Hour Free Initial Consultation, then 25% Discount</td>
</tr>
<tr>
<td>Coverage includes initial advice and consultation and a 25% attorney fee discount on any pre-existing legal matter. No limits on prior attorney representation in connection with legal matter.</td>
<td></td>
</tr>
<tr>
<td><strong>Nationwide Coverage</strong></td>
<td>100%</td>
</tr>
<tr>
<td>Members pay no attorney fees for any of the fully covered services and may use these services nationwide using our network of over 12,000 attorneys in all 50 states.</td>
<td></td>
</tr>
</tbody>
</table>
C. ADDITIONAL SERVICES OFFERED

Identity Theft Services

Legal Resources provides Identity Theft Education and Prevention Services to Members at no additional cost. When a Member calls Legal Resources with an Identity Theft issue, a Certified Identity Theft Risk Management Specialist (CITRMS®) provides one-on-one counseling and assistance to help resolve the issue and immediate steps to take if the employee has become a victim.

Identity Theft Seminars

Identity Theft Prevention education is available to ALL EMPLOYEES as part of the Legal Resources Seminar Series and covers a broad range of Identity Theft related material, including background, statistics, identifying danger signs, safeguarding tactics, information on removing one’s name from pre-approved credit card lists, putting a security freeze on lines of credit, and accessing free annual credit reports at www.LegalResources.com.

D. NEW FOR 2013

NEW! Optional Add-On Identity Protection Product through partnership with Identity Force®:

Although the identity theft prevention, education, and restoration assistance available to ALL employees with the Legal Resources Plan is more than adequate identity theft coverage for most people, there is a significant segment of the population that would prefer more comprehensive services that extend all the way to pro-active monitoring of credit and banking information and reimbursement assistance in the event of a breach.

Identity Force is the premier provider of identity protection and credit monitoring services in the industry. Rated the “Best in Class” in Consumer Identity Protection in 2009 by Javelin Strategy and Research, Identity force is the only provider to leverage cutting edge technology to deliver real-time, continuous detection and elimination of potentially fraudulent activity; guarantee up to $1 million in identity theft reimbursement assistance; and provide comprehensive detection services including triple credit bureau monitoring.
LEGAL RESOURCES GROUP PLAN
PAYROLL DEDUCTION

EMPLOYER PARTICIPATION AGREEMENT

This Agreement, dated below, by and between LEGAL RESOURCES OF VIRGINIA, INC. ("Legal Resources"), a Virginia Corporation, and THE COLLEGE OF WILLIAM & MARY ("Employer /Participating Sponsor").

Whereas, Legal Resources is in the business of administering a Legal Services Plan ("Plan"), and Employer agrees to become a Participating Sponsor of this Plan;

The parties hereto agree as follows:

1. All employees who enroll in the Plan (also known as "participating employees" or "primary members") will be charged by Legal Resources a one-time enrollment fee of $0 (WAIVED). This fee offsets printing, administration, and processing costs for new participating employees. A welcome packet is mailed to the participating employee’s home address along with membership card(s) prior to the Coverage Effective Date of JANUARY 1, 2014.

2. Employer agrees that participating employees will pay for the Plan through monthly payroll deduction, in advance of the coverage month. Membership in the Plan is based on 12 month cycles and shall automatically renew for 12 months on the anniversary of the Coverage Effective Date unless Employer gives cancellation notice to Legal Resources in writing 30 days prior to the coverage anniversary date noted in paragraph 1.

3. Employer agrees to provide administrative support by collecting, through payroll deduction, all monthly payments. Employer will remit monthly payments to Legal Resources in advance of the coverage month.

4. Monthly Rate: During the first 10 years of this Agreement, participating employees will receive a special rate of $16.50 per month. Newly hired employees may be enrolled within 30 days from the time they are deemed to be eligible for other employee benefits, and any employee may enroll during open enrollments, and will receive the special monthly rate for the remainder of the initial 10 year rate guarantee. The monthly rate shall be subject to renegotiation at the conclusion of the initial 10 year term as noted in paragraph 10.

5. Employer will not offer or endorse another prepaid legal services program for its employees or prospective employees during the term of this Agreement.

6. Employer agrees to allow Legal Resources access to its employees on agreed upon date(s) and time(s) for the initial benefit presentation and further agrees to allow Legal Resources ongoing access on agreed upon date(s) and time(s) during open enrollments annually for a benefit presentation to any employees not enrolled in the Plan.
7. Legal Resources agrees to provide all legal services stated in the Contract between Legal Resources and The College of William and Mary and to respond to any requests as defined in the Contract. The Employer has the right to terminate this Agreement at any time if Legal Resources does not perform as defined in the Contract.

8. LIMITATION: Legal Resources provides no benefits or services of any kind to participating employees or their qualifying dependents (also known as "members") with respect to any employer/employee disputes or controversies or any matters involving participating employees, their spouses or dependents against the Participating Sponsor.

9. Employer's responsibilities are limited to those set forth in Articles 2, 3, 5 and 6 of this Agreement and, therefore, Employer assumes no responsibility whatsoever for any of the legal services provided under the Plan, however, if Legal Resources does not provide the legal services, or perform, as defined in the Contract, the Employer has the right to terminate this Agreement and the Contract without further obligation of the Employer or any of its Employees.

10. This Agreement is for an initial term of 1 YEAR WITH 9 ONE YEAR RENEWAL OPTIONS. The effective date of this Agreement is the latter of the dates below. This Agreement will automatically renew from year to year during the option years and thereafter unless terminated by either party by giving written notice to the other at least 90 days prior to the anniversary of the Agreement's effective date.

Participating Sponsor/Employer:

College of William and Mary

Signature                  
C. Hodock
Name                      
Cathy Hodock, CPPB
Title                     
Senior Procurement Officer
Date                      
12/3/2013

Legal Resources of Virginia, Inc.

Signature                  
Jerry Meyer
Name                      
Vice President, General Manager
Title                     
12/3/2013
Date
Issue Date: August 28, 2013
Title: Pre-Paid Legal Services
Pre-proposal Conference Date: Not Applicable (N/A)
Due Date: September 17, 2013 (before 4:00 p.m. EST)
Commodity Code: 961 49
Issuing Agency: College of William and Mary (Use this address for US Mail delivery only)
Office of Procurement
P. O. Box 8795
Williamsburg, Virginia 23187-8795

College of William and Mary (Use this address for hand delivery or Express Services only)
Office of Procurement
Facilities Management Building, Lower Level, Rear Entrance
115 Grigsby Drive
Williamsburg, Virginia 23185

Period of Contract: January 1, 2014 THROUGH December 31, 2014 (with nine One-Year Renewal Options)

RETURN OF THIS PAGE IS REQUIRED
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(PRE-PAID LEGAL SERVICES)

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VIII. MANDATORY GENERAL TERMS & CONDITIONS PAGE 9
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X. SPECIAL TERMS & CONDITIONS PAGE 15

ATTACHMENTS:
A. UNDERSTANDING OF REQUIREMENTS
B. CONFLICT OF INTEREST STATEMENT
C. CONTRACTOR DATA SHEET
D. SWaM (Small, Women and Minority-owned Businesses) UTILIZATION PLAN
I. PURPOSE

A. The purpose and intent of this Request for Proposals (RFP) is to solicit sealed proposals from experienced firms to establish a contract through competitive negotiations for a voluntary Pre-Paid Legal Services Plan for College of William and Mary employees.

There are currently 258 of the 2,118 eligible employees at the College of William and Mary, hereinafter "the College", who have enrolled for the Pre-Paid Legal Services.

B. For ease of reference, each vendor or company receiving this Request for Proposals is referred to as an "Offeror(s)" and the Offeror selected to provide services for the College is referred to as a "Contractor". This Request for Proposal states the instructions for submitting proposals, the procedures and criteria by which an Offeror’s proposal will be evaluated and the terms and conditions by which the College proposes to govern the agreement between it and the selected Contractor.

C. This document as written and issued by the College's Office of Procurement on August 28, 2013 is the official solicitation document. Any changes made to the document by an Offeror must be clearly identified at the time the proposal is submitted. Changes made to a proposal document generally will result in disqualification; changes made to a proposal may be considered within the negotiation process.

D. UNDERSTANDING OF REQUIREMENTS/QUESTIONS: Use of the Understanding of Requirements Form, ATTACHMENT A may be faxed/e-mailed to 757-221-3959 for questions concerning specifications or scope of work. Any changes resulting from these questions will be issued in a written addendum to the solicitation.

II. BACKGROUND

A. BACKGROUND: The College of William & Mary is the nation’s second oldest college and the first college to become a university. Established in 1693 by British royal charter, William and Mary is proud of its role as the Alma Mater of generations of American patriots, leaders, and public servants. William & Mary is a public, coeducational institution based on a strong liberal arts tradition that offers the full range of degree programs from the baccalaureate to the doctor of philosophy and doctor of law. William & Mary serves the Commonwealth and the nation by its dedication to excellence in education. It routinely ranks in the top ten of public universities in the country and is considered a best buy in many college guides. Besides William & Mary’s extensive undergraduate programs, it has four nationally ranked professional schools of marine science, law, business and education.

William & Mary enrolls approximately 5,800 undergraduate students and 2,000 graduate students. As a public university, Virginia residents comprise 65% of the student body, and non-Virginia residents comprise 35% of the student body. Now, in its fourth century, William and Mary, continues its tradition of excellence by combining the best features of an undergraduate college with the opportunities offered by a cutting-edge research university. Our moderate size, dedicated faculty, and distinctive history give William and Mary a unique character among public institutions, and create a learning environment that fosters close interaction among students and teachers.

B. The College is requesting proposals for the purchase of pre-paid legal service for employees. The College of William and Mary currently offers a pre-paid legal services plan. The College of William and Mary has approximately 2,000 employees eligible to participate in this program. The cost of this program is paid by the employee.

III. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

A. It is the goal of the College that 40% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. Where it is practicable for any portion of
the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such subcontracting opportunities to Virginia Department of Minority Business Enterprise ("DMBE") certified small businesses, to include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. If small business subcontractors are used, the prime Contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

B. All potential Offerors are required to submit a Small Business Subcontracting Plan unless the Offeror is registered as a DMBE-certified small business. No Offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of proposals.

C. Each prime Contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the College on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the College at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the College. The College reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

D. REPORTING AND DELIVERY REQUIREMENTS/UTILIZATION OF SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES:
The following reports shall be submitted as indicated:

1. MINORITY/WOMEN OWNED BUSINESS SUBCONTRACTING AND REPORTING: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms are available from the Department of Minority Business Enterprises.

2. Final Actual Involvement Report: The Contractor shall submit a report to the Contract Officer, within 10 days of contract completion, on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of this contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, women-owned, minority-owned) a comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value.

3. The Contractor agrees to furnish the Procurement office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

IV. STATEMENT OF NEEDS

A. GENERAL:
The Contractor shall provide, but is not limited to, each of the following services:

1. The Contractor shall be fully responsible for the development, communication, and administration of the Pre-Paid Legal Services Plan for the College employees.

2. Effective July 1, 2004 and pursuant to Section 59.1-441 et seq., Code of Virginia, sellers of legal services plans in Virginia must be registered with the Office of Consumer Affairs (OCA) at the Virginia Department of Agriculture & Consumer Service. Demonstrate eligibility by proof of registration.
3. This program shall comply with any regulations and any other applicable statutes or regulations that are in effect, or may become effective, during the term of the contract resulting from this RFP.

4. Contractor shall design and prepare communication materials to distribute to employees such as, but not limited to, announcements, illustrations, brochures, and enrollment forms which explain the program, at no cost to the College.

5. Contractor shall prepare and participate in the presentation for College employees during open enrollment each October. Describe and/or provide sample audiovisuals, computer simulations, or other tools you will use for these educational presentations.

6. Brochures shall be provided by the Contractor at open enrollment meetings and as needed during the contract period, at no cost to the College.

7. Contractor shall be responsible for marketing this plan which includes voluntary open enrollment meetings. Effective marketing strategies may increase the number of employees enrolled.

8. Contractor shall not give advice or represent employees in lawsuits or grievances against the College or any other adversary proceeding.

9. Contractor shall provide the College with monthly accounting statements.

10. Contractor shall provide a process to respond to appeals from employees who may wish to dispute any decisions.

11. Contractor shall provide assistance on an ongoing basis to employees and the College with respect to plan interpretations and general questions.

12. Contractor shall provide a plan for College employees that includes, but is not limited to, the following areas:

- General consultation and reviews
- Contested and uncontested divorces
- Simple wills
- Change of name
- Adoption proceedings
- Defense of motor vehicle violations
- Real estate transactions
- Landlord/tenant disputes

B. All benefit eligible employees shall have the opportunity to enroll in the Legal Services Plan. Benefit eligible employees are full-time and regular part-time employees.

C. If the College elects not to renew the contract at the end of the contract period, the employee contract with the Contractor should still remain in effect, in which case the Contractor shall be responsible for collecting payments for the employee's contract.

D. The services and fee structure of the pre-paid legal services plan shall remain the same during the contract period, unless applicable law changes, and/or changes are agreed upon by both parties and are made by written addendum to the contract and signed by both parties.
E. REPORTING AND DELIVERY REQUIREMENTS

The Contractor shall provide the following to Rita Metcalfe, Human Resources, Benefits Administration for approval by the College:

1. The Contractor shall provide an annual usage report of the plan year, one month before the end of each plan year.
2. The Contractor shall provide sufficient number of copies of the plan for open enrollment and additional copies as needed for new employees.
3. The Contractor shall submit a draft of the plan for approval before open enrollment.

V. CONTRACT PARTICIPATION:

It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or the College's affiliated foundations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor will notify the College 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 to include contractual disputes, invoicing and payments without direct administration from the College. The College 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 the College 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 does not preclude any participating entity from using other contracts or competitive processes as the need may be.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

Each proposal will be evaluated for full compliance with the RFP instructions to the Offeror and the mandatory terms and conditions set forth within the RFP document. The objective of the Evaluation Committee will be to recommend the Contractor(s) who is most responsive to the herein described needs of The College of William and Mary. The proposals shall be evaluated by The College of William and Mary using the following criteria:

1. Experience – The expertise of staff assigned to The College of William Mary, the number of staff assigned to the College, qualifications and areas of expertise of those designated. Resumes of key personnel that will be servicing this contract shall be included. List any subcontractors to be employed and their credentials.
2. Capabilities and Skills – Offeror's capability and skill to perform the services stated in the proposal, including references. List current accounts on the Contractor Data Sheet (Attachment C).
3. Responsiveness – The degree to which the Offeror has responded to the purpose and scope of services – e.g., services to be provided, additional information to be provided, submittal of forms (signed Cover Sheet, completed ATTACHMENTS A-D), and flexibility of the proposal to meet the College's needs.
B. AWARD OF CONTRACT:
The College shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the public body may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the College shall select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the College can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on, until such a contract can be negotiated at fair and reasonable price. Should the College determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

VII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS
A. GENERAL REQUIREMENTS:
1. In order to be considered for selection, Offerors must submit a complete response to this RFP. One original and four (4) copies of each proposal must be submitted to the Office of Procurement at the College of William and Mary. No other distribution of the proposal shall be made by the Offeror.

2. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be included.

3. Proposals shall be signed in blue ink by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the College requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the College. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

4. All proposals shall be received and time stamped in the Procurement Office no later than the Closing Date and Time shown on the cover page of this Request for Proposal. Any proposal received after the specified date and time shall not be considered and shall be returned unopened to the Offeror.

5. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the College. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding explanation session only and does not include negotiation. The College will schedule the time and location of these presentations. Oral presentations are an option of the College and may or may not be conducted.

6. All information requested by this RFP on the ownership, utilization and planned involvement of
small businesses, women owned businesses and minority-owned businesses must be submitted. If an Offeror fails to submit all information requested the College may require prompt submission of missing information after the receipt of Offeror's proposal.

7. **Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.**

8. **Proposals must be organized in the order in which the requirements are presented in the RFP.**
   a) All pages of the proposals should be numbered.
   b) Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP.
   c) It is also helpful to cite the paragraph number and sub-letter, and repeat the text of the requirement as it appears in the RFP.
   d) If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page.
   e) The proposal should contain a table of contents which cross references the RFP requirements.
   f) 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 where the RFP requirements are specifically addressed.

9. Ownership of all data, materials and documentation originated and prepared for the College pursuant to the RFP shall belong exclusively to the College 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 Freedom of Information Act; however, the Offeror must invoke the protections of Section 34-5129 of the Rules Governing Procurement, in writing either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret 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 secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. The College is not bound by Offeror's classification of data or other materials as trade secrets or proprietary information.

B. **SPECIFIC REQUIREMENTS:**

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

1. The return of the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.

2. Complete Contractor Data Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP.

3. Small, Women-Owned and Minority Business Participation. The Offeror must submit proof of DMBE SWaM certification or utilization of small, women-owned and minority-owned businesses for the initial contract period. Forms for submission of this data are provided in **ATTACHMENT D.**

4. A written narrative statement to include how the Offeror plans on accomplishing the work in the 
Statement of Needs, as follows:

a. Experience - The expertise of staff assigned, the number of staff assigned, qualifications and areas of expertise of those designated. Provide resumes for each key personnel that will be servicing the contract. Describe his or her experience and responsibilities in rendering the services as described herein. List any sub-Contractors to be employed and their credentials. The Offeror’s relevant experience and qualifications in providing the Legal Services described herein.

b. Capabilities and Skills - The Offeror’s capabilities and skills to perform the services stated in the proposal, including references. List current accounts on the Contractor Data Sheet and lost accounts on the Contractor Data Sheet.

c. Responsiveness - The degree to which the Offeror has responded to the purpose and scope of services -- e.g., services to be provided, additional information to be provided, flexibility of the proposal to meet the College’s needs. Approach to providing services described herein.

5. Additional Information to be Provided: Provide a written statement to describe the following:

a. Describe the firm’s approach to providing the services to be provided.

b. Describe the hours of access for the legal services plan.

c. Describe and identify any waiting periods, limitation on services, hours of operation, restrictions in number of hours in any given plan, etc.

d. Identify locations of all law offices.

e. Describe specific plans for the employee appeals process for denial of services or charges employee may feel are covered by this contract.

f. Describe and identify individuals eligible to participate in the legal services plan.

g. List of proposed legal services plans, including parameters, illustrations, etc.

h. Describe what, when, and how the service plan will be administered.

VIII. MANDATORY GENERAL TERMS AND CONDITIONS:

A. PURCHASING MANUAL: This solicitation is subject to the provisions of the College’s Purchasing Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at www.wm.edu/procurement.

B. 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 of Virginia. 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 (Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 56). ADR procedures are described in Chapter 9 of the Vendors Manual. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION: By submitting their proposals, Offerors certify to the College 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 §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1. If the award is made to a faith-based organization, the organization
shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

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

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

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

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

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, 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.

F. DEBARMENT STATUS: By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting 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.

G. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the College 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 College under said contract.

H. MANDATORY USE OF COLLEGE FORM AND TERMS AND CONDITIONS FOR RFP'S: Failure to submit a proposal on the official College 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 College reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
I. **Clarification of Terms:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revision to the solicitation will be made only by addendum issued by the buyer.

J. **Precedence of Terms:** Paragraphs A-I of these General Terms and Conditions, *Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors*, 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.

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

L. **Testing and Inspection:** The College reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

M. **Assignment of Contract:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the College.

N. **Changes to the Contract:** Changes can be made to the contract in any one of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The College may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the College a credit for any savings. Said compensation shall be determined by one of the following methods:

   a. By mutual agreement between the parties in writing; or

   b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the College's right to audit the Contractor's records and/or to determine the correct number of units independently; or

   c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the College with all vouchers and records of expenses incurred and savings realized. The College 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 College within thirty (30) days from the date of receipt of the written order from the College if the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract (see General Conditions, clause Y herein) or, if there is none, in accordance with the disputes 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.

O. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the College, 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 College may have.

P. TAXES: Sales to the College of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The College of William and Mary's Sales and Use Tax Certificate of Exemption number is 10-546001718F.

Q. INSURANCE: By signing and submitting a proposal under this solicitation, the 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 Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1 and 65.2-800 et seq. of the Code of Virginia. The Offeror further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

In instances where a resulting contract award requires the Contractor’s employees presence on College property at any time, the Contractor shall issue a Certificate of Liability Insurance prior to the beginning of the project. It shall be understood that the College of William and Mary and the Virginia Institute of Marine Science, in the proposal and resulting contract, are deemed to be one agency of the Commonwealth.

MINIMUM INSURANCE COVERAGE AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers’ Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify College of increases in the number of employees that change their workers’ compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer’s Liability - $100,000.

3. Commercial General Liability - $1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The College of William and Mary, its officers, agents, and employees must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - $1,000,000 per occurrence. (Required only when the Contractors vehicle is used in the performance of the contract)

R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over $50,000, as a result of this solicitation, the College will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

S. DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for
employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

T. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the College, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the College to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding/negotiation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the Offeror clearly indicates in its (proposal) that the product offered is an equal product, such (proposal) will be considered to offer the brand name product referenced in the solicitation.

U. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

V. **NONDISCRIMINATION OF CONTRACTORS:** An 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 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.

W. **CLAIMS PROCEDURE:** Contractual claims for payment under the Agreement shall be submitted in writing no later than sixty (60) days after the College states in a writing delivered to the Contractor that it has made its final payment to the Contractor under the Agreement and that Contractor must submit any claim within 60 days thereafter. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

The College's procedure for deciding such contractual claims is:

1. The Contractor must provide the written claim to:

   Director of Procurement
   115 Grigsby Drive
   Facilities Management Bldg, Lower Level
   College of William and Mary
   P.O. Box 8795 (if by USPS mail)
   Williamsburg, Virginia 23187-8795
2. Although the Contractor may, if it chooses, attempt to resolve its claim directly with the College department using the product or services rather than the one stated in the above paragraph, the Contractor must submit any unresolved claim in writing, no later than sixty (60) days after notice of final payment is delivered to the Contractor in accordance with the opening paragraph of this subsection (w), to the Director of Procurement if it wishes to pursue its claim.

3. Upon receiving the written claim, the Director of Procurement will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Contractor. If such discussion is to be held, the Director of Procurement will contact the Contractor and arrange such discussion.

4. The Director of Procurement will mail his or her decision to the Contractor within sixty-(60) days after receipt of the claim. The decision will state the reason for granting or denying the claim.

5. The Contractor may appeal the Director of Procurement’s decision to:

   Vice President for Administration  
   College Apartments  
   College of William and Mary  
   P.O. Box 8795  
   Williamsburg, Virginia 23187-8795

6. Upon receiving the written appeal, the Vice President for Administration will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Contractor. If such discussion is to be held, Vice President for Administration will contact the Contractor and arrange such discussion.

7. The Vice President for Administration will mail his or her decision to the Contractor within thirty (30) days after the Vice President for Administration’s receipt of the appeal. The decision will state the reasons for granting or denying the appeal.

8. Nothing set forth in this section shall limit, delay or reduce the Contractor’s ability to seek equitable relief from a court of competent jurisdiction in the Commonwealth of Virginia to the extent permitted by Virginia law. In addition, to the extent the College brings a claim against the Contractor, then the Contractor shall in no event be precluded from asserting a counterclaim for payments due under the Agreement regardless of whether such counterclaim is raised within the 60 day period specified above.

X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION**: The eVA Internet electronic procurement solution, website portal 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 eprocurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All Offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

1. Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:
   a. For orders issued July 1, 2013 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.

2. 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.
IX. ADDITIONAL TERMS AND CONDITIONS:

A. METHOD OF PAYMENT: Fees for the legal plan are fully paid by the employee and will be paid through payroll deduction.

The Contractor shall ensure that a current W-9 (Taxpayer Identification Number and Certification) is on file in the College of William and Mary Accounts Payable Office.

X. SPECIAL TERMS AND CONDITIONS:

A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the College will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the College has purchased or uses its products or services without the prior written approval from the College.

B. ADDITIONAL GOODS AND SERVICES: The contract should include provisions to acquire other goods or services that the supplier provides than those specifically solicited. The provision should include additional goods and/or services under the same pricing, terms and conditions to make modifications or enhancements to the existing Goods and Services. Such additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term, and should be provided at favored nations pricing, terms and conditions.

C. ALTERATIONS TO PROPOSALS: Prior to submission of proposals, alterations may be made, but they must be initialed by the person signing the proposal. The proper procedure is to draw a single line through the information to be changed, insert the desired information, and initial the change. Erasures, typewriter strike-overs, or the use of correction fluid on proposal form that affect unit price, quantity, quality, or delivery may result in the rejection of the line item involved in the proposal.

D. RIGHT OF AUDIT: The College reserves the right to audit or cause to be audited the Selected Firm's books and accounts regarding the College's account at any time during the term of this Agreement and for five years thereafter. The Selected Firm will make available to the College all books and records relating to performance of this Agreement as may be requested during said period. This specifically includes, but is not limited to, the right of the College to require that the Selected Firm perform self-audits within reasonable parameters established by the College.

E. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the College shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

F. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as directed on Page 1 of the solicitation.

If a proposal is not contained and identified in the separate envelope is mailed, the Offerer takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the Office of Procurement. No other correspondence or other proposals should be placed in the envelope.

G. LATE PROPOSALS: To be considered for selection, proposals must be received by the Office of Procurement prior to the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the Office of Procurement. Proposals received in the Office of Procurement after the date and hour designated are automatically disqualified and will not be considered. The College is not responsible for delays in the delivery of mail by the U.S. Postal Service, express services, or the internal College mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the Office of Procurement by the designated date and hour.
Proposal receipts and openings scheduled during a period of suspended College business operations will be rescheduled for processing at the same time on the next regular business day.

H. **OFFEROR UNDERSTANDING OF REQUIREMENTS**: It is the responsibility of each Offeror to inquire about and clarify any requirements of this solicitation that are not understood. The College will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Office of Procurement. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of proposals. A copy of all inquiries and the respective response will be provided in the form of an addendum to all Offerors who have indicated an interest in responding to this solicitation. Your signature on your proposal certifies that you fully understand all facets of this solicitation. These questions may be sent by FAX to 757-221-3959 using, the Understanding of Requirements form (ATTACHMENT A) included in the solicitation.

I. **OFFER ACCEPTANCE PERIOD**: Any offer in response to this solicitation shall be valid for 90 days. At the end of the 90 days, the offer may be withdrawn at the written request of the Offeror. If the offer is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

J. **CONFLICT OF INTEREST**: The Offeror represents to the College that its entering into this agreement with the College does not entail any violation of the Virginia Conflict of Interest Act.

K. **CANCELLATION OF CONTRACT**: The College reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, with approximately 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period with approximately 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

L. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and hold harmless the College of William and Mary, 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 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 to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

M. **INDEPENDENT CONTRACTOR**: The selected Offeror shall not be an employee of the College, but shall be an independent Contractor. The Contractor shall indemnify and hold the College harmless with respect to all withholding, social security, unemployment compensation and all other taxes or amounts of any kind relating to employment of any labor or other persons providing services to the College under this agreement. Nothing in this agreement shall be construed as authority for the Contractor to make commitments which shall bind the College or to otherwise act on behalf of the College, except as the College may expressly authorize in writing.

N. **PRIME CONTRACTOR RESPONSIBILITIES**: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that it may utilize, using its best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that it is as fully responsible for the acts and omissions of its subcontractors and of persons employed by them as it is for the acts and omissions of its own employees.

O. **STANDARDS OF CONDUCT**: The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity.

P. **SUBCONTRACTS**: No portion of the work shall be subcontracted without prior written consent of the College. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the College the names, qualifications and experience of their proposed
Q. **TERMINATION:** If the Contractor fails to provide quality goods or services in a professional manner, solely as determined by the College, and, upon receipt of notice from the College, does not correct the deficiency, to the College's satisfaction within a reasonable period of time, not to exceed five calendar days unless otherwise agreed to by both parties in writing, the College reserves the right to terminate this Agreement upon written notice to the Contractor.

R. **TERMINATION FOR CONVENIENCE:** This Contract may be terminated, in whole or in part, upon sixty (60) days advance written notice by the Contractor. There are no additional costs for financial obligations to the College upon termination for convenience.

S. **TERMINATION FOR CONVENIENCE OF INDIVIDUAL ORDER:** Any individual Order placed under this Agreement may be terminated, in whole or in part, by the College for its convenience, at any time up to thirty (30) days advance written notice to the Contractor. There are no other costs or obligations for termination for convenience.

T. **CONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual is properly licensed for providing the goods/services specified.

U. **WORK SITE DAMAGES:** Any damages to existing utilities, equipment, finished surfaces and to the College's property caused by the acts of omissions of the Contractor's agents, employees or invitees shall be repaired/restored to the College's satisfaction at the Contractor's expense.

V. **VIRGINIA FREEDOM OF INFORMATION ACT:** Except as provided below, once an award is announced, all proposals submitted in response to the RFP will be open to the inspection of any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by firms as part of its proposal will not be subject to the public disclosure under the Virginia Freedom of Information Act; however, the firm must invoke the protections of this section prior to or upon submission of its proposal, and must identify the specific data or other materials to be protected and state the reasons why protection is necessary. Firms may not request that its entire proposal be treated as proprietary information.

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

1. For orders issued July 1, 2013, and after, the Vendor Transaction Fee is:

   a) DMBE-certified Small Businesses: 1%, Capped at $500 per order.

   b) 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, 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.

Vendors desiring to provide goods and/or services to the College 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 College to reject your 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. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.
ATTACHMENT A

UNDERSTANDING OF REQUIREMENTS

OFFEROR: ____________________________________________

RFP#: RFP #WM-1386-14 DATE: __________________________

The following question concerns specifications, Section (number) ______________________

Paragraph _______________, page ________________:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

All responses to questions may be made by Addendum.

Questions Submitted by: ________________________________

NAME

ORGANIZATION

PAGE ______

EMAIL ________________________________

TELEPHONE# ________________________ FAX # ____________

This may be FAXED to: (757) 221-3959 or E-MAIL to: (cchodock@wm.edu) Senior Procurement Officer: Cathy Hodock, CPPB
ATTACHMENT B  
CONFLICT OF INTEREST STATEMENT  
RFP #WM-1386-14

Ensure that the solicitation is thoroughly read and completed. Complete, sign and return the information requested below with your proposal. FAILURE TO FURNISH THIS DATA MAY RESULT IN REJECTING YOUR PROPOSAL.

NAME: ____________________________

ADDRESS: ____________________________________________________________

CITY/STATE: ____________________________________________________________

TELEPHONE NUMBER: ____________________________________________________

FEDERAL ID NUMBER (FIN): _______________________________________________

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

( ) SMALL BUSINESS  ( ) INDIVIDUAL BUSINESS
( ) WOMAN-OWNED BUSINESS  ( ) SOLE PROPRIETORSHIP
( ) MINORITY-OWNED BUSINESS  ( ) PARTNERSHIP
( ) SHELTERED WORKSHOP  ( ) CORPORATION

RELATIONSHIP WITH THE COLLEGE OF VIRGINIA:

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

IF YES, EXPLAIN:

________________________________________________________________________

SIGNATURE OF OFFEROR  DATE

Please tell us how you received this solicitation:

( ) It was mailed to you directly.

( ) You requested a copy through the Virginia Business Opportunities.

( ) You obtained a copy through the Tidewater Regional Minority Purchasing Council.

( ) You obtained a copy from the Virginia Department of Minority Business Enterprise.

( ) Other (please specify) ________________________________.
QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.

Indicate the length of time you have been in business providing this type of service. ____________ Years ____________ Months

Provide a list of current references, either College, Educational Institutions, and/or other companies that your firm is servicing. Include the length of service, dollar volume, year contract was entered into, and the name and address of the person the College has your permission to contact. Such listing shall be comprehensive of your firm's customer base and can be formatted as follows:

CURRENT ACCOUNTS:
Account Name, Address & Phone #  Length of Service  $ Volume/Year
________________________________________________________
________________________________________________________
________________________________________________________
________________________________________________________
________________________________________________________
________________________________________________________
________________________________________________________
________________________________________________________

LOST ACCOUNTS:
Account Name, Address & Phone #  Length of Service  $ Volume/Year
________________________________________________________
________________________________________________________
________________________________________________________
________________________________________________________
________________________________________________________
________________________________________________________
SWaM UTILIZATION PLAN

Definitions

**Small Business:** "Small business" means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

**Women-Owned Business:** Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

**Minority-Owned Business:** Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbe.virginia.gov (Customer Service).

Offeror Name: ________________________________
Preparer Name: ________________________________ Date: __________

Instructions

A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.

B. If you are not a DMBE-certified small business, complete Section B of this form. For the Offeror to receive credit for the small business subcontracting plan evaluation criteria, the Offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each Offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B, column E divided by the Offeror's total price in Section B, column F.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (check only one below):

- _____ Small Business
- _____ Small and Women-owned Business
- _____ Small and Minority-owned Business

Certification number: ___________________________ Certification date: ___________________________
Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall include DMBE-certified women-owned and minority-owned businesses that meet the small business definition and have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

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<th>COLUMN C</th>
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</thead>
<tbody>
<tr>
<td>Small Business Name &amp; Address</td>
<td>Status if Small Business is also: Women (W), Minority (M)</td>
<td>Contact Person, Telephone &amp; Email</td>
<td>Type of Goods and/or Services</td>
<td>$ Value of Planned SWaM Involvement During Initial Period of the Contract</td>
<td>Expected Planned $ Value of Total Service/Sales During Initial Period of the Contract</td>
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<tr>
<td>DMBE Certificate #</td>
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Totals $
September 12, 2013

Reference: RFP #WM-1386-14

Issued By: The College of William & Mary

Commodity: PRE-PAID LEGAL SERVICES

Dated: August 28, 2013

Due Date and Time: September 18, 2013 (no later than 4:00 PM EST)

ADDENDUM NO. ONE

The following changes are made to the RFP.

1. Page 1
   Change the Due Date to read: “September 18, 2013 (before 4:00 p.m. EST)”.

2. Page 14 and Page 17
   Change the language in Sections VIII. X. and X. W., eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:, to read:

   “eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: It is anticipated that the solicitation/contract will not result in any purchase order(s). However, if purchase order(s) are required by the vendor, or become required by the College or the vendor during the contract period, the applicable eVA transaction fee specified below will be assessed for each order.

   a. For orders issued July 1, 2011 thru December 31, 2013, 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 January 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.

Addendum No. One
RFP-1386-14
The eVA Internet electronic procurement solution, website portal 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.

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, if applicable, 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. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

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

ACKNOWLEDGEMENT of ADDENDUM by OFFEROR:

________________________________________
Firm Name

________________________________________
Name Printed

________________________________________
Authorized Signature

________________________________________
Date

Addendum No. One
RFP-1386-14
REQUEST FOR PROPOSAL
LEGAL RESOURCES EMPLOYEE LEGAL PLAN
The College of William & Mary
RFP# W&M 1386-14, PRE-PAID LEGAL SERVICES

September 18, 2013
THE COLLEGE OF WILLIAM AND MARY
SEALEO - REQUEST FOR PROPOSALS
RFP# W&M-1386-14

Issue Date: August 28, 2013
Title: Pre-Paid Legal Services
Pre-proposal
Conference Date: Not Applicable (N/A)

Due Date: September 17, 2013 (before 4:00 p.m. EST)
Commodity Code: 96149
Issuing Agency: College of William and Mary (Use this address for US Mail delivery only)
Office of Procurement
P. O. Box 8795
Williamsburg, Virginia 23187-8795

College of William and Mary (Use this address for hand delivery or Express Services only)
Office of Procurement
Facilities Management Building, Lower Level, Rear Entrance
115 Grigsby Drive
Williamsburg, Virginia 23185

Period of Contract: January 1, 2014 THROUGH December 31, 2014 (with nine One-Year Renewal Options)

Return proposals directly to the Issuing Agency as listed above.

IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified with the solicitation number, title, due date and time – see Special Terms and Conditions, paragraph F. No other correspondence or other proposals should be placed in the envelope.

All inquiries for information regarding this Request For Proposals should be directed to: Cathy Hodock, CPPB, Senior Buyer, Office of Procurement, (757) 221-3956. Use of the Understanding of Requirements Form, ATTACHMENT A is required and must be used for questions concerning specifications or scope of work.

In compliance with this Request For Proposals and to all the conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Legal Resources
2877 Guardian Lane, Suite 101
Virginia Beach, VA 23452

Date: September 17, 2013
By: ________________________________
Signature in Ink

Name: Jerry Meyer, Vice President, General Manager
(Type or Print Name and Title)

Phone #: 757-498-1220
Fax #: 757-498-4114
Email: jmeyer@legalresources.com

FEI/FIN #: ____________

Minority Vendor: _ Woman Owned: ___ Small Business: X Dept. of Minority Business Enterprise Cert. # 695284

This public body does not discriminate against faith-based organizations in accordance with the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1, § 36 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

RETURN OF THIS PAGE IS REQUIRED
Via Hand Delivery
Cathy Hodock
The College of William & Mary
Office of Procurement
Facilities Management Building, Lower Level, Rear Entrance
Williamsburg, VA 23185

ATTN: Administration/Purchasing

RE: RFP# W&M-1386-14, Pre-Paid Legal Services

On behalf of Legal Resources of Virginia, Inc., ("Legal Resources") we submit the following response to the College of William & Mary's Request for Proposal for Pre-Paid Legal Services, RFP# W&M-1386-14.

The Legal Resources Employee Legal Plan when compared to other legal plans is superior in overall quality. In addition to a comprehensive offering of legal services, Legal Resources provides additional benefits and programs not available elsewhere in the marketplace. While others offering pre-paid legal services may look similar when simply comparing a list of the legal services included, a thorough review of actual coverage provided by other legal plans reveals a broad range of language defining usage limitations, exclusions, and hourly attorney fee caps. Rest assured, while the Legal Resources Employee Legal Plan is comprehensive, employees cannot use their plan benefits in any employee/employer grievance or dispute.

Legal Resources is proud of our long-standing relationship of more than twenty (20) years with the College of William & Mary. Since 1993, we have been providing your employees the best, most unique, group legal services in the industry. During this time, enrollment has increased steadily and surveys show that member satisfaction is high. Perhaps the most telling statistic supporting this fact is that the average member at the College of William & Mary has been with Legal Resources for more than seven (7) years and the retention rate of our plan with your employees is 96%! In fact, only eleven of the 258 plan members have elected not to renew the plan during open enrollment over the past three and a half years. We are humbled by this loyalty and also honored that an institution like the College of William & Mary values the important contributions of locally based businesses like ours to the economy in Virginia. We feel strongly that our Legal Plan provides protection, value, and peace of mind. In a survey conducted this spring for current members at the College of William & Mary, member satisfaction was an impressive 94%.

Legal Resources purposely selects law firms for inclusion on our Mid-Atlantic law firm network that share our same values and commitment to small business and the local economy. Legal Resources is proud to be a member of DMBE, offering superior pre-paid group legal services from a local privately owned company.
Responding to our members' and clients' needs, Legal Resources is making available several new benefits and services for the College of William & Mary:

- Content removed/Proprietary Information
- Content removed/proprietary information
- Content removed/Proprietary Information
- Electronic Interactive Brochures and Newsletters
- Updated website including online enrollment options and educational information.
- Optional Identity Protection product offered in partnership with Identity Force®, an industry leader in identity protection and the preferred vendor for the federal government.
- Content removed/Proprietary Information

We believe the information included in this proposal will outline the superiority of the Legal Resources Employee Legal Plan AND the other industry-leading programs and services we provide that differentiate us from providers that merely offer limited pre-paid legal services. After reading our proposal, we are confident you will recognize why we continue to be selected, year after year, to serve some of the most highly respected employer groups in the Mid-Atlantic. In our 22 year history, we have maintained a 98% client retention rate.

We thank you for the opportunity to submit this proposal and look forward to continuing to provide Pre-Paid Legal Services to employees at the College of William & Mary.

Respectfully submitted,

Jerry Meyer
Vice President, General Manager
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<td>K. Benefits at a Glance rack card</td>
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</tr>
<tr>
<td>L. Acknowledgement of Addendum</td>
<td></td>
</tr>
<tr>
<td>M. Clarification Questions</td>
<td></td>
</tr>
<tr>
<td>N. Memo of Negotiation</td>
<td></td>
</tr>
</tbody>
</table>
THE LEGAL RESOURCES "DIFFERENCE"

A. OUR POINTS OF DIFFERENCE

Although there are other companies that offer pre-paid legal services, the Legal Resources Employee Legal Plan is the ONLY offering that can provide all of the following services and features:

- **Comprehensive Coverage:**
  Legal Resources offers more fully covered legal services with no limitations, waiting periods, usage limits or caps, deductibles, or co-payments than other legal plan providers. Other plans require a waiting period to access services, cap the number of hours for a given service, or limit the number of times per year a service can be used.

- **Full-service Law Firms on Retainer:**
  Legal Resources is the largest and only legal plan provider to compensate plan law firms with a percentage of the member's monthly payment every month, similar to how primary care physicians are compensated in a healthcare network. These law firms comprise our Mid-Atlantic Law Firm Network, a subset of our 12,000 attorneys nationwide, and are under retainer agreements with Legal Resources. National legal plan providers compensate their attorneys with discounted hourly rates or predetermined fixed fees per legal matter. Their model does not promote attorney commitment, partnership, or service at the level our model provides. As a result of our methodology, Legal Resources maintains higher levels of member satisfaction.

- **Members Choose Their Own Law Firm From Our Network:**
  Legal Resources is the only legal plan provider that allows employees at the College of William & Mary residing in the Mid-Atlantic to select a local full-service law firm from our network during the enrollment process. Once enrolled, employees call their law firm directly for services. The selected full-service law firm provides all the legal services covered under the Master Plan Contract. Because there is no need or mandate to switch law firms depending on the legal matter, employees will have the opportunity to develop a sustained and close relationship with their law firm. This unique feature provides employees peace of mind and confidence that they are getting a great value and protection they can trust over the course of their membership. Members always have a choice in their law firm selection and may change law firms by simply contacting Member Services. Nationwide coverage is provided by the largest attorney network in the industry, made up of over 12,000 attorneys across the country. In the event a member needs legal services outside his/her local area, he/she simply calls Member Services to be connected to a law firm.

- **Certified Paralegal Member Services Staff:**
  Legal Resources is the only provider that utilizes certified paralegals in our Member Services Department to assist members. Other providers use telemarketing customer service representatives or third party vendors to answer and direct Member calls.

- **Corporate Office Located in Virginia Beach, VA**
  This enables us to provide a superior level of service and quick response to client and member needs.
THE LEGAL RESOURCES "DIFFERENCE"

OUR POINTS OF DIFFERENCE (CONTINUED)

• **Unique Delivery System for Direct Law Firm Access for Members**
  Legal Resources is the only provider where members can contact their local law firm without first obtaining a case or claim number. This model is very user friendly. We are the only provider that does not require Members to contact a "gate keeper" or 1-800 number to access legal services. With a "gate keeper" delivery system, access to legal services is usually channeled through one contact source that reviews coverage options. In many cases this source is located outside the local area. Legal Resources Members have direct and immediate access to their selected law firm.

• **Superior Breadth and Depth of Law Firms**
  The Legal Resources Law Firm Network is another important reason why we are the best choice for the College of William & Mary. We are able to provide a high standard of full service legal coverage utilizing our Mid-Atlantic network and also able to provide coverage nationwide through our network of over 12,000 attorneys in all 50 states.

• **On-site Identity Theft Education Seminars**
  Legal Resources maintains a staff of Certified Identity Theft Risk Management Specialists (CITRMS®). These staff members are available to educate and coach Members on identity theft issues and also provide on-site Identity Theft Prevention and Educational Seminars that are open to all employees.

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• Content removed/proprietary information
THE LEGAL RESOURCES "DIFFERENCE"

B. QUESTIONS TO ASK

Group Legal plan language may be confusing to those individuals who do not have a legal background. We encourage you to ask the following questions when evaluating legal plans so you can better understand how other "typical" legal plans differ significantly from Legal Resources in the comprehensiveness of legal coverage, level of customer service provided by both our staff and our attorneys, and the included additional services and benefits we provide.

1. Is there an experience level you require of your attorneys on the network?

   Legal Resources signs retainer agreements with our law firms that include participation and quality guidelines. Our attorney’s average more than 10 plus years’ experience and senior partners at our firms guarantee that they will participate and serve our members. Firms are vetted thoroughly prior to the formal interview process by our Director of Attorney Relations. Once offered to join our network, training sessions are held with new network law firms to ensure smooth administration.

2. How many of your fully covered services do not have usage limitations or hourly caps? Are there any limits on how often a member can use plan benefits?

   There are no annual or per person limits on how often a member can use the plan. Unlike most other legal plans, there are also no limits on how many times a certain service can be used or number of hours of coverage. For example, many competitors limit the number of hours on family law coverage or divorce to 12 hours or less annually, even though those services can take 20 hours or more of an attorney’s time to complete. This provides a gap in coverage and “hidden fees” that must be paid for out of pocket by the employee, adding to the stress and uncertainty of the situation. With Legal Resources, there are no “hidden” attorney fees associated with fully covered services.

3. How many fully covered services do you provide? Are pre-existing legal matters covered?

   The Legal Resources Employee Legal Plan provides full coverage for 21 legal services. Our plan was designed and has been refined over the years to provide 100% attorney fee coverage for all the legal matters over 95% of our members may need in a lifetime. To eliminate 95% of our members subsidizing the small percentage of uncommon legal matters that are not fully covered, we provide our Expanded Coverage Benefit, which provides a 25% savings on attorney fees for these uncommon legal matters. Pre-existing legal matters are also covered at a 25% savings.

4. Do you have certified paralegals staffing your customer or member services department to help members navigate complex legal situations or address coverage questions?

   The Legal Resources Member Services Department is fully staffed by certified paralegals. We believe paralegals are uniquely qualified to address the types of questions received and that a call center not staffed by paralegals cannot possibly provide the high quality customer service experience that a member with a pressing legal situation needs and deserves. All calls are answered by a live person, without having to navigate a time consuming call tree. The department is staffed for peak call volumes and hold times average less than 15 seconds.
6. Content removed/ proprietary information

7. Do you offer any other seminars, services, or benefits for all employees?

All of Legal Resource's Account Managers are Certified Identity Theft Risk Management Specialists (CITRMS®). Your account management team is available to conduct free, identity theft seminars on-site, which are open to ALL EMPLOYEES. In addition, a complete list of identity theft protection tips is available online at www.LegalResources.com.

Content removed/ proprietary information

8. How are your law firms compensated for providing legal services to our employees?

Legal Resources Plan Law Firms in the Williamsburg area are paid a significant portion of the member's monthly payment for agreeing to serve members who select and work with their firm. The law firm is paid regardless of whether the member uses the plan or not and operates analogous to having that law firm "on retainer" for any legal need that arises. Legal Resources does not compensate the Member's selected law firm with a fixed fee schedule or pre-negotiated hourly rate because we believe this model could make the member feel like she is in a transactional "one time" relationship vs. a legitimate, long term "attorney-client" relationship with her law firm.

9. Can members select one law firm from your network that can provide all fully covered legal services? When does selection occur?

Yes. Members select a full service law firm in the Williamsburg area (or near their home) from our Mid-Atlantic network during enrollment. All firms are comprised of attorneys that specialize in different legal matters and together can provide all the included legal services. Members may change firms at any time.

10. How do members access legal services? Is there a call center or some other method to gain access to the attorney who will ultimately provide services?

Legal Resources Members call their selected law firm directly, anytime they have a legal need. Members are clients at these firms and can go directly to the firm with no need to have services pre-approved. In the event of a legal need outside their local area, Members call our Member Services Department for a referral to one of our 12,000 attorneys nationwide.
THE LEGAL RESOURCES "DIFFERENCE"

A. Legal Resources vs. a "Typical" Pre-Paid Legal Plan

The unique design of the Legal Resources Employee Legal Plan offers distinct advantages from other legal plans for both employees and employers. These advantages are the result of a delivery system and approach to account management that are not able to be replicated by typical pre-paid legal services providers.

THE LEGAL RESOURCES PLAN TRULY DELIVERS

<table>
<thead>
<tr>
<th>PLAN DETAIL</th>
<th>LEGAL RESOURCES</th>
<th>OTHER LEGAL PLANS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Law Firm Selection</td>
<td>✔ Personally chosen by member during enrollment</td>
<td>☒ Member calls 800 number and speaks with call center employee, who looks up members in database, selects a law firm and provides a case number and contact information</td>
</tr>
<tr>
<td></td>
<td>✔ Completed online or by calling Member Services</td>
<td></td>
</tr>
<tr>
<td></td>
<td>✔ Member may change law firms at any time</td>
<td></td>
</tr>
<tr>
<td>Attorney/Client Relationship</td>
<td>✔ Member works with selected full-service law firm for all his/her legal needs</td>
<td>✔ Member works with different law firm every time the plan is used</td>
</tr>
<tr>
<td></td>
<td>✔ Member develops a strong relationship and has continuity with plan attorney and staff members</td>
<td>✔ No continuity or attorney/client relationship developed</td>
</tr>
<tr>
<td>Law Firm Network Quality</td>
<td>✔ Participating law firms are thoroughly vetted and must meet established quality standards</td>
<td>✔ No tenure or senior partner participation requirements</td>
</tr>
<tr>
<td></td>
<td>✔ Senior partners agree to participate and serve members</td>
<td>✔ No exclusivity with other legal plans</td>
</tr>
<tr>
<td></td>
<td>✔ Firms sign exclusive retainer agreements with Legal Resources</td>
<td></td>
</tr>
<tr>
<td></td>
<td>✔ Regular assessments ensure high-quality customer service</td>
<td></td>
</tr>
<tr>
<td>Customer Service Staff</td>
<td>✔ 100% staffed by certified paralegals</td>
<td>☒ Call center employee</td>
</tr>
<tr>
<td></td>
<td></td>
<td>✔ May not have legal experience</td>
</tr>
<tr>
<td>Most Common Legal Matters</td>
<td>✔ 100% covered, no usage limitations</td>
<td>☒ Covered but with many limitations</td>
</tr>
<tr>
<td>Pre-existing Legal Matters</td>
<td>✔ 25% savings on attorney fees</td>
<td>☒ No coverage</td>
</tr>
<tr>
<td>Account Management/ Support Staff</td>
<td>✔ Dedicated account management team is assigned to every employer group</td>
<td>☒ May have account manager or sales agent, but agent likely does not travel to hold enrollment meetings.</td>
</tr>
<tr>
<td></td>
<td>✔ Conveniently located less than a three hour drive away</td>
<td></td>
</tr>
<tr>
<td>Enrollment Process</td>
<td>✔ Customized to fit standard employees practices and integrate with other benefits</td>
<td>✔ Varies</td>
</tr>
<tr>
<td></td>
<td>✔ Convenient online, intranet or paper enrollment</td>
<td></td>
</tr>
<tr>
<td>Additional Services Offered</td>
<td>✔ Free seminars provided to all employees</td>
<td>✔ None</td>
</tr>
</tbody>
</table>

This comparison is for illustrative purposes only and was prepared based on information available to the public. It is intended to provide a general overview of plan coverage; only a plan contract can give actual terms, coverage, conditions and exclusions. Please consult a plan contract or summary of services for complete descriptions. Due to regulatory requirements, benefits and rates may vary by state.
REQUIREMENTS

A. OCA REGISTRATION PROOF (IV-A-2)

V. James Garofalo
Registrant Number: 10694
Approval Date: 05/05/2006

B. CONTRACT PARTICIPATION (V)

Legal Resources acknowledges the inclusion of cooperative procurement language in this request for proposal. This program would be available to the College of William & Mary with an extended initial contract period but would be group size and location dependent for extension to other public entities. All other plan coverage, services, and benefits, however, would be available to any of the entities outlined above, at the same rate and terms.

C. PROPRIETARY INFORMATION/DISCLOSURE (VII-A-9)

Legal Resources invokes the protections of Section 34-5129 of the Rules Governing Procurement and deems the following information proprietary in nature because this information is not readily known or available to the public and provides Legal Resources a competitive advantage in the marketplace. Legal Resources requests that this information not be subject to public inspection under the Virginia Freedom of Information Act.

This information, where contained in the proposal, has been highlighted to identify that it is confidential and proprietary.

Our organizational chart, network law firms, and client information are not readily known and available to the general public. Furthermore, the development of our law firm network as well as the names, addresses, emails, and phone numbers listed in the client lists and reference letters were generated through years of work by Legal Resources. To make this information public would be giving Legal Resources' competitors an unfair advantage. Without a doubt, it is our law firms and client relationships that give Legal Resources an advantage in the market. We believe that disclosing this information would cause substantial harm to Legal Resources' competitive position.

Legal Resources develops custom educational products and other services for our diverse clients. Among them are exclusive seminars and one-of-a-kind programs. While it is understood that the College must compare the unique features and benefits of legal plans, these "special services" provide a competitive edge and a value-added feature to the Legal Resources Plan, and therefore are considered proprietary.

The financial information included in this proposal is also proprietary. While Legal Resources understands that it is important for the College of William & Mary to determine the financial soundness of its candidates, Legal Resources' financial information is not known or readily available to the public; Legal Resources is a privately held corporation. Legal Resources financial information is not obtainable by those outside of the corporate structure. Legal Resources' financial information is confidential.
REQUIREMENTS

D. ACKNOWLEDGEMENT OF ADDENDUM (VII-B-1)

Legal Resources has received and acknowledges addendum number one for RFP #WM-1386-14, dated September 12, 2013. Further, we acknowledge the change of the due date for the RFP as well as the eVA Business to Government Vendor Registration requirements. A signed copy of this addendum can be found in Appendix L.

E. CONTRACTOR DATA SHEET (VII-B-2)

The Contractor Data Sheet can be found in Appendix B.

F. DMBE SWaM CERTIFICATION (VII-B-3)

SWaM Certification can be found in Appendix C.

G. CONFLICT OF INTEREST (VIII-I)

The Conflict of Interest Statement can be found in Appendix A.
EXPERIENCE (VII.B.4.a)

A. OVERVIEW

Legal Resources has been a group pre-paid legal services provider and administrator since 1991. Corporately located in Virginia Beach, VA, we serve over 600 employer groups throughout the Mid-Atlantic, including many state and private educational institutions, local governments, health systems, and other public entities. We are proud to have served the employees at the College William & Mary for more than 20 years. The College of William & Mary has one of the highest retention rates of any client we serve and we believe it is due to the strength of our law firm network in the greater Williamsburg area, our strong commitment to dedicated on-site account service and support, and our superior Member Services Department.

B. ORGANIZATIONAL CHART

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C. KEY PERSONNEL

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Years with company</th>
</tr>
</thead>
<tbody>
<tr>
<td>V. James Garofalo</td>
<td>President</td>
<td>22</td>
</tr>
<tr>
<td>Jerry Meyer</td>
<td>Vice President, General Manager</td>
<td>2</td>
</tr>
<tr>
<td>James J. Garofalo</td>
<td>Vice President, Field Services</td>
<td>7</td>
</tr>
<tr>
<td>Elyse Johnson</td>
<td>Regional Manager</td>
<td>1</td>
</tr>
<tr>
<td>Joan Dyer</td>
<td>Senior Account Manager</td>
<td>11</td>
</tr>
<tr>
<td>Cindy Kalasinsky</td>
<td>Senior Account Manager</td>
<td>8</td>
</tr>
<tr>
<td>Norma Jean Cupp</td>
<td>Director of Attorney Relations</td>
<td>1</td>
</tr>
<tr>
<td>Pat Miltz</td>
<td>Director of Finance</td>
<td>6</td>
</tr>
<tr>
<td>Tanisha Howard</td>
<td>Accounting Supervisor</td>
<td>10</td>
</tr>
<tr>
<td>Tammy Anners</td>
<td>Member Services Manager</td>
<td>10</td>
</tr>
</tbody>
</table>
EXPERIENCE (VII.B.4.a)

KEY PERSONNEL (CONTINUED)

Vincent “Jim” Garofalo – President and Founder
Mr. Garofalo has been the President and CEO of Legal Resources for over 20 years. Prior to founding Legal Resources in 1990, Mr. Garofalo spent over 15 years in the marketing and managing of cable television systems, including over 10 years with Cox Communications. His last position with Cox was that of General Manager for their Georgia Operation. He also held positions as Vice President of Marketing and Operations for Continental Cablevision and Hauser Communications. Mr. Garofalo began his career as a teacher and high school coach in Albany, New York. He graduated from SUNY Brockport with a Bachelor of Arts Degree in Education. He has received a variety of recognition throughout his career including awards from CTAM and the Walter Kaitz Foundation. Mr. Garofalo also holds a Property and Casualty Insurance License.

Jerry Meyer – Vice President, General Manager
Main Point of Contact for the College of William & Mary RFP
Mr. Meyer returned to Virginia and joined Legal Resources in fall of 2011 as General Manager after working as a Marketing Manager for Procter and Gamble on the prestigious Tide brand. During this time, Mr. Meyer was in charge of consumer marketing for the largest product launch in 27 years for the laundry category and ran the $100MM+ annual media plan for the $3.5BN brand. Prior to his time at P&G, Mr. Meyer attended the Kellogg School of Management at Northwestern University in Chicago, earning his MBA with majors in Strategy, Marketing, and Managing Organizations. Before business school, Mr. Meyer was an accomplished Naval Aviator in the United States Navy for nine years, completing a combat deployment to Afghanistan and a flight instructor tour. Mr. Meyer earned his commission in the military through the Navy ROTC program at Duke University, where he graduated with a Bachelor of Science Degree in Civil and Environmental Engineering. In addition to his corporate role as Vice President, General Manager of Legal Resources and his family responsibilities (with his wife and four children), Mr. Meyer maintains status as a Naval Aviator in the U.S. Navy Reserve.

James J. Garofalo – Vice President, Field Services
Mr. JJ Garofalo joined Legal Resources in 2006 as Regional Manager for the Greater Richmond Area. During his tenure in Richmond he successfully grew the region’s membership base by 50%. Prior to joining Legal Resources, Mr. Garofalo worked as a District Sales Manager with Worldwide Express in the logistics industry. Mr. Garofalo managed a 1.5MM business and successfully grew revenue in his district by over 50%. In 2005, Mr. Garofalo was the recipient of the Pacesetter Award, recognizing him as one of the Elite Top 10 Producers nationwide. Since 2011, he has worked at the corporate office for Legal Resources where he oversees the Account Managers and Sales Representatives. He holds a Bachelor of Arts Degree in Business Administration from James Madison University. He resides in Virginia Beach with his wife, a registered nurse in the Norfolk General Critical Care Unit, and his 1 year old daughter.

Elyse Johnson – Regional Manager, Greater Richmond Area
Ms. Johnson joined Legal Resources in summer of 2013 as Regional Manager for the Greater Richmond Area. Ms. Johnson has an extensive background in Human Resources Management, including serving as Director of Human Resources for Partner MD where she directed human resources functions including benefits and compensation, recruiting and hiring practices and employee relations. Prior to joining Partner MD, Ms. Johnson served as Human Resources Director for The Pediatric Connection and Rainbow Station Inc. in Richmond for over eight years. In addition to her professional tenure, Ms. Johnson earned her PHR certification in 2009 and has been active in Richmond SHRM for over five years; most recently serving as the current Chair for the Sterling Awards. Ms. Johnson holds a Bachelor of Science degree in Psychology from Virginia Commonwealth University and her Master Certificate in Human Resources Management from Villanova University. In addition to her role with Legal Resources, Ms. Johnson is active in the greater Richmond community volunteering and raising three beautiful girls.
EXPERIENCE (VII.B.4.a)

KEY PERSONNEL (CONTINUED)

Joan Dyer – Senior Account Manager
Co-Account Manager for Client Services for the College of William & Mary
Mrs. Dyer has lived in the Richmond area her entire life and was able to bring over 25 years of client relations with her when she joined Legal Resources in 2002. One of Mrs. Dyer’s strengths is her excellent interpersonal skills and rapport she has established with her clients. She is committed to serving her clients and providing support as needed. Mrs. Dyer is a member of the Executive Women’s International Group (EWI) and served on the board as Fundraising Director in 2012-2013. Mrs. Dyer has been chosen to serve again as Fundraising Director for 2013-2014. She is also a Certified Identity Theft Risk Management Specialist (CITRMS°). With this accreditation she is able to provide valuable seminars to clients/members on identity theft issues and awareness.

Cindy R. Kalasinsky – Senior Account Manager
Co-Account Manager for Client Services for the College of William & Mary
Ms. Kalasinsky joined Legal Resources in 2005 and brought with her over 15 years in customer service management experience in the airline and healthcare information systems industries to Legal Resources. She currently manages all major client accounts in the Hampton Roads region. Cindy and her husband Alexander remain very active with their two teenage daughters.

NormaJean Cupp – Director of Attorney Relations
Mrs. Cupp received her Bachelor of Arts Degree in History from Virginia Polytechnic Institute and State University in 1999. She was awarded her Juris Doctorate from Appalachian School of Law in 2005. Prior to attending law school, Mrs. Cupp worked as a paralegal for over 18 years. After graduating from law school she owned her own title company running patent titles for oil and gas companies in Virginia, Kentucky, West Virginia and Pennsylvania. She most recently served as Director of Operations for a consulting company before joining Legal Resources in October, 2012. Mrs. Cupp manages the Legal Resources Law Firm Network.

Patricia Miltz – Director of Finance
Mrs. Miltz has a Bachelor of Science in Accounting from Fairleigh Dickinson University. She earned an MBA in Finance from IONA College, graduating in 1990 with honors. She joined Legal Resources in 2006, bringing with her over 20 years of financial experience from a variety of industries and positions. Ms. Miltz is responsible for managing the corporate accounting staff in addition to all her finance duties and SCC insurance filings. She enjoys spending time with her husband Rob and their two sons, and riding her horse.

Tanisha Howard – Accounts Receivable Supervisor
Main Point of Contact for billing for the College of William & Mary
Mrs. Howard has an Associate Degree in Accounting Computer Administration and is a certified Bookkeeper. She joined Legal Resources in 2004 and her responsibilities include setting up and processing new client accounts and presenting and managing a variety of different billing and payment options. Ms. Howard also oversees the Accounting Representatives to ensure the proper posting of payments and invoicing. She resides in Virginia Beach with her husband Jerome and teenage daughter.

Tammy Anners – Member Services Manager
Main Point of Contact for Member Services for the College of William & Mary
Mrs. Anners received her Associate of Applied Science Degree, Legal Assisting from Tidewater Community College. Additionally, she earned certificates in Litigation and General Practice. She is a Certified Identity Theft Risk Management Specialist (CITRMS°) whose skills include counseling victims of identity theft and providing guidance on how to avoid identity theft. She has prior experience as a certified Virginia Supreme Court Mediator. Mrs. Anners is an accomplished paralegal and is a commissioned Notary Public for the Commonwealth of Virginia.
**EXPERIENCE (VII.B.4.a)**

**D. LAW FIRM REQUIREMENTS**

Legal Resources partners with only the highest quality law firms to provide legal services to our members. We take our law firms’ credentials and member satisfaction seriously. Legal Resources visits each law firm prior to acceptance into our Mid-Atlantic network and conducts regular audits of each law firm to ensure proper staffing and service levels. In researching and selecting law firms for our network, Legal Resources requires the following:

- All Network Law Firms are licensed and in good standing in the state in which they practice.
- Participating law firms maintain the highest rating within the Martindale-Hubbell Law Directory.
- Senior partners in our network agree to participate in providing services to members.
- Law firms must demonstrate expertise in all areas of covered benefits with a minimum of 10 years of experience.
- Legal Resources verifies the credentials of each firm.
- Our Attorney Retainer Agreement requires each local firm to have in place a malpractice insurance policy of at least five hundred thousand dollars ($500,000.00) per incident.
- Participating law firms must provide convenient access, maintain a trained support staff and demonstrate an understanding and respect for covered services and the legal needs of members.

Law firms in the greater Williamsburg area average 14 plus years as participants in our network.

**Law Firm Recognition**

At Legal Resources, we provide our members with access to only the most qualified and respected lawyers in each region that we serve. Many of the attorneys on our network have been granted numerous awards and honors, so you can be certain that you will receive assistance by a professional attorney who will be dedicated to resolving your legal issue.

Below is a sampling of just a few of the many distinguished awards earned by attorneys in our network.

- **AV Rating by Martindale-Hubbell**
  An AV® certification mark is a significant rating accomplishment - a testament to the fact that a lawyer's peers rank him or her at the highest level of professional excellence.

- **SuperLawyers**
  Super Lawyers is a rating service of outstanding lawyers from more than 70 practice areas who have attained a high-degree of peer recognition and professional achievement.

- **Virginia Legal Elite**
  Virginia Legal Elite indicates Virginia Business’ choices for outstanding lawyers.

- **Best Law Firms, US News**
  U.S. News and World Report’s choices for the best law firms in America are classified as “Best Law Firms.” Among the topics of evaluation were a firm’s expertise, responsiveness, cost-effectiveness, and civility, and whether it deserved to be recommended for work.

**E. LAW FIRM PROFILES**

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Worrying about expensive and stressful legal life events can decrease productivity, cause stress, and result in employees losing focus at their jobs.

The Legal Resources Employee Legal Plan offers streamlined access to high quality legal coverage by:

- Eliminating the high cost of legal services
- Providing easy and trusted access to an attorney “on retainer” for personal legal matters and life changing events
- Covering the most commonly needed legal services, including courtroom representation, where noted, for employees and their families at 100%, meaning the employee pays $0 attorney fees for these services

Legal Resources, with corporate offices in Virginia Beach, Virginia and regional sales offices in Richmond, VA and Bethesda, MD, has been a group legal plan administrator and provider since 1991. Legal Resources serves over 600 employer/client groups located throughout the Mid-Atlantic region. Our client group is one of the largest in the industry and includes major municipalities and educational institutions, government entities, healthcare providers, banks, government contractors, manufacturers and associations.

Our Relationship with the College of William & Mary:

Legal Resources has been a proud partner with the College of William & Mary for more than 20 years. Legal Resources is aligned with your mission, traditions and culture and the priorities laid out in your strategic plan. On www.wm.edu, you share that you are known as the “Public Ivy”, that you offer a superior education that is accessible to everyone, and that you are also committed to serving others. We strive for the same excellence in reputation, service, quality, and access at Legal Resources.

Members say it best:

Kurt Williamson, The College of William & Mary, Member, 5 years:
I would recommend Legal Resources to anyone. Sign on as part of your benefits package and it’s there, covering you just like your health insurance. The Legal Resources Plan connected me with a great attorney for a very small fee per month. In short, I get big time advice at a very low cost. They are there when you need them. And when you do need them, it’s a service that pays for itself.

Shree Sabbineni, The College of William & Mary, Member, 3 years:
Absolutely this plan has value. When you need an attorney you have protection, peace of mind right away. It’s much easier than taking the time on your own to search and evaluate people to find a good attorney. With the Legal Resources Plan, you know they are good.
CAPABILITIES AND SKILLS (VII-B-4-b)

B. LIST OF SIMILAR ACCOUNTS - CONFIDENTIAL

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CAPABILITIES AND SKILLS (VII-B-4-b)

C. REFERENCES - CONFIDENTIAL

Content removed/ proprietary information

CAPABILITIES AND SKILLS (VII-B-4-b)

D. REFERENCE LETTERS - CONFIDENTIAL

Content removed/ proprietary information

CAPABILITIES AND SKILLS (VII-B-4-b)

E. FINANCIAL STATEMENT - CONFIDENTIAL

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RESPONSIVENESS (VII-B-4-c)

A. SCOPE OF SERVICES

The Legal Resources Employee Legal Plan is designed to meet everyday legal needs associated with expected and unexpected life events. The plan provides 100% coverage for the most common legal services a family or individual would normally require throughout the different life stages of life.

B. SERVICES TO BE PROVIDED

When the coverage in the chart below reads "100%", this means that the Member, spouse, and all eligible dependents pay no attorney fees for the services outlined. Up to an hour of initial consultation and advice and consultation is provided whenever a legal matter isn't fully covered at 100%, followed by a 25% savings on attorney fees thereafter. Our plan was designed and has been refined over the years to provide 100% attorney fee coverage for all the legal matters over 95% of our members may need in a lifetime.

<table>
<thead>
<tr>
<th>LEGAL NEED</th>
<th>COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Consultation and Review</td>
<td>100%</td>
</tr>
<tr>
<td>Unlimited consultation and advice in person or by telephone regarding general legal issues covered in the Master Plan Contract. For matters covered under the Expanded Coverage Benefit, up to one hour of initial consultation is provided. Unlimited number of hours.</td>
<td>100%</td>
</tr>
<tr>
<td>Divorce</td>
<td></td>
</tr>
<tr>
<td>Divorce, Uncontested</td>
<td>100%</td>
</tr>
<tr>
<td>Representation for Primary Member in connection with uncontested divorce, separation or annulment, including preparation of Separation Agreement and filing of the Bill of Complaint. No limit on number of hours. (Feedback from our plan attorneys is that the &quot;average&quot; uncontested divorce requires 10-20 attorney hours)</td>
<td>25%</td>
</tr>
<tr>
<td>Divorce, Contested</td>
<td></td>
</tr>
<tr>
<td>Free Advice and Consultation Provided. Representation for contested divorce matters or family law issues post-divorce is covered under the Expanded Coverage Benefit. No limit on number of hours. (Feedback from our plan attorneys is that the &quot;average&quot; contested divorce requires 37+ attorney hours)</td>
<td></td>
</tr>
<tr>
<td>Preparation of Wills and Legal Documents</td>
<td></td>
</tr>
<tr>
<td>Will Preparation and Related Documents</td>
<td>100%</td>
</tr>
<tr>
<td>Includes preparation, revision and periodic review of will for Primary Member and spouse. Trusts are covered under the Expanded Coverage Benefit.</td>
<td>100%</td>
</tr>
<tr>
<td>Advanced Medical Directives</td>
<td>100%</td>
</tr>
<tr>
<td>Medical Durable Powers of Attorney</td>
<td>100%</td>
</tr>
<tr>
<td>Living Wills</td>
<td>100%</td>
</tr>
<tr>
<td>Codicils</td>
<td>100%</td>
</tr>
<tr>
<td>Contingent trust for minors</td>
<td>100%</td>
</tr>
<tr>
<td>Advice or problems an employee or covered dependent may encounter as administrators or personal representatives (executors) with respect to any estate, excluding estates requiring the filing of a Federal estate tax return.</td>
<td>100%</td>
</tr>
<tr>
<td>LEGAL NEED</td>
<td>COVERAGE</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Preparation of Legal Documents - no limit on pages or number of documents</td>
<td></td>
</tr>
<tr>
<td>Preparation and review of routine legal documents</td>
<td>100%</td>
</tr>
<tr>
<td>Specific Power of Attorney</td>
<td>100%</td>
</tr>
<tr>
<td>General Power of Attorney</td>
<td>100%</td>
</tr>
<tr>
<td>Financial Power of Attorney</td>
<td>100%</td>
</tr>
<tr>
<td>Elderly Parent Power of Attorney</td>
<td>100%</td>
</tr>
<tr>
<td>Bill of Sale</td>
<td>100%</td>
</tr>
<tr>
<td>Affidavits</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Change of Name</strong></td>
<td></td>
</tr>
<tr>
<td>Includes simple uncontested name change.</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Adoptions</strong></td>
<td></td>
</tr>
<tr>
<td>Representation in uncontested adoption: a) as adopting step-parent, b) as an adopting family member or c) as previously recommended by a licensed child placement agency. These services include change of name of adopted child. No limit on number of attorney hours or instances. Uncontested adoptions covered as part of Expanded Coverage Benefit.</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Defense of Motor Vehicle Violations (including DUI)</strong></td>
<td></td>
</tr>
<tr>
<td>Representation before District Court for traffic offenses when Member possesses a valid driver's license at the time of the offense. No limits on usage. No waiting periods.</td>
<td>100%</td>
</tr>
<tr>
<td><strong>DUI</strong></td>
<td></td>
</tr>
<tr>
<td>Alcohol or controlled substance related traffic offenses (DUI) are limited to first offense only.</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Real Estate Transactions</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Real Estate Transactions (Closing)</strong></td>
<td></td>
</tr>
<tr>
<td>Representation in connection with the sale, purchase and/or refinance of Primary Member’s primary dwelling.</td>
<td>100%</td>
</tr>
<tr>
<td>If selling contract review and deed participation for the participant.</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Real Estate Transactions (Deeds) Non-Sale</strong></td>
<td></td>
</tr>
<tr>
<td>Review and preparation of quit claim deeds, and deeds of transfer for the participant.</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Landlord-Tenant Disputes</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Landlord-Tenant Matters</strong></td>
<td></td>
</tr>
<tr>
<td>Representation provided as tenant in connection with any claims arising out of a tenant-landlord relationship for Member’s principle place of residence. Litigation limited to the District Court only.</td>
<td>100%</td>
</tr>
<tr>
<td>Representation as a landlord includes up to one (1) hour of initial consultation and advice, an eviction letters and advice on filing a Motion for Judgment.</td>
<td>100%</td>
</tr>
<tr>
<td>Eviction defense</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Courtroom Representation</strong></td>
<td></td>
</tr>
<tr>
<td>Includes legal representation in General District Court. No limits on number of attorney hours.</td>
<td>100%</td>
</tr>
<tr>
<td>LEGAL NEED</td>
<td>COVERAGE</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Consumer Relations and Credit Problem Resolution, Including Debt Collection</td>
<td></td>
</tr>
<tr>
<td>Consumer Relations</td>
<td>100%</td>
</tr>
<tr>
<td>Representation provided in connection with any action which may be brought in the District Court against a manufacturer, distributor, service agency or retailer for defects in any merchandise.</td>
<td></td>
</tr>
<tr>
<td>Court representation for recovery on any warranty or guarantee whether implied or expressly given in connection with the sale of any merchandise, article or service, where such claim is in excess of $400. (Claims less than $400 are typically handled in small claims court, where attorney representation is often not allowed)</td>
<td></td>
</tr>
<tr>
<td>Credit Protection</td>
<td>100%</td>
</tr>
<tr>
<td>Consultation, advice, and preparation of clarification letter(s) relating to billing disputes and collection agency harassment.</td>
<td></td>
</tr>
<tr>
<td>Debt Collection Defense</td>
<td>100%</td>
</tr>
<tr>
<td>Review of Contracts</td>
<td>100%</td>
</tr>
<tr>
<td>Preparation and review of routine legal documents, including but not limited to specific and general powers of attorney, financial powers of attorney, bills of sale and affidavits.</td>
<td></td>
</tr>
<tr>
<td>Warranty Disputes</td>
<td>100%</td>
</tr>
<tr>
<td>Includes representation on any action which may be brought in the District Court on a warranty or guarantee in connection with the sale of any merchandise, article or service, when the claim exceeds $400. For any claims less than $400 (usually refers to matters in small claims court), member receives advice and consultation but no court representation.</td>
<td></td>
</tr>
<tr>
<td>Civil Proceedings, Plaintiff and Defendant</td>
<td>100%</td>
</tr>
<tr>
<td>Includes representation as a plaintiff or defendant in a civil action filed in District Court where claim exceeds $400. For any claims less than $400 (usually refers to matters in small claims court), member receives advice and consultation but no court representation.</td>
<td></td>
</tr>
<tr>
<td>Administrative Proceedings (except proceedings between the employee and Employer)</td>
<td></td>
</tr>
<tr>
<td>Includes consultation and representation at the initial hearing of civil administrative proceedings, by or against any local government commission or local government board.</td>
<td></td>
</tr>
<tr>
<td>Defense in Criminal Proceedings</td>
<td>100%</td>
</tr>
<tr>
<td>Representation in misdemeanor matters as defendant through trial in the District Court. No limits on hours of representation or uses.</td>
<td></td>
</tr>
<tr>
<td>Defense of Juveniles</td>
<td>100%</td>
</tr>
<tr>
<td>Representation of Primary Member’s minor dependent children in misdemeanor proceedings in District Court, Juvenile and Domestic Relations Court, or Family Court. For offenses involving alcohol or illegal drugs, full coverage representation is limited to the first offense only.</td>
<td></td>
</tr>
<tr>
<td>Consultations with Plan Attorney</td>
<td>100%</td>
</tr>
<tr>
<td>Unlimited consultation and advice in Plan Attorney’s office or by telephone regarding general legal issues covered in the Master Plan Contract. For matters covered under the Expanded Coverage Benefit, up to one (1) hour of initial consultation is provided.</td>
<td></td>
</tr>
</tbody>
</table>
### RESPONSIVENESS (VII-B-4-c)

<table>
<thead>
<tr>
<th>Identity Theft Services</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ID Theft Prevention Education</strong></td>
</tr>
<tr>
<td>Seminars, educational materials, and legal updates provided by Certified Identity Theft Risk Management Specialists (CITRMS®). Open to all Employees.</td>
</tr>
<tr>
<td>Included</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Annual Credit Reports</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual credit reports Equifax, Experian, Trans Union on <a href="http://www.legalresources.com">www.legalresources.com</a></td>
</tr>
<tr>
<td>Included</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ID Theft Resolution/Restoration Assistance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Includes counseling and an ID Theft victim checklist along with additional resources all provided by a certified Identity Theft Risk Management Specialist (CITRMS®).</td>
</tr>
<tr>
<td>Included</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ID Theft Consultation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unlimited advice and consultation including preparation of letters relating to billing disputes and collection agency harassment.</td>
</tr>
<tr>
<td>100%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Civil Action Defense Representation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Includes representation as a defendant in the District Court for ID Theft related issues. For claims less than $400, only advice and consultation is provided.</td>
</tr>
<tr>
<td>100%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Civil Action Plaintiff Representation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Includes representation as a plaintiff in the General District Court in an Identity Theft matter. Claim must exceed $400.</td>
</tr>
<tr>
<td>100%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Civil Actions Filed in State Higher Court or Federal Court</th>
</tr>
</thead>
<tbody>
<tr>
<td>Representation in federal court for a civil matter as a victim of identity theft including but not limited to tax fraud and Social Security fraud.</td>
</tr>
<tr>
<td>One Hour Free Initial Consultation, then 25% Discount</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Credit Recovery Actions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Representation in connection with Credit Recovery as a victim of identity theft including but not limited to assisting in the process of repairing fraudulent breach of financial accounts. Also includes legal representation to help you better understand your rights as a consumer as well as the state or federal laws.</td>
</tr>
<tr>
<td>One Hour Free Initial Consultation, then 25% Discount</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expungement of Criminal Record due to Identity Theft</th>
</tr>
</thead>
<tbody>
<tr>
<td>Includes representation to have a crime that was fraudulently committed using the victim's personal information removed from their criminal record.</td>
</tr>
<tr>
<td>One Hour Free Initial Consultation, then 25% Discount</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expanded Coverage Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Which provides FREE advice and consultation and a 25% attorney fee discount on ANY non “fully covered” legal service (excluding employer/employee grievances).</td>
</tr>
<tr>
<td>One Hour Free Initial Consultation, then 25% Discount</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pre-Existing Legal Matters</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coverage includes initial advice and consultation and a 25% attorney fee discount on any pre-existing legal matter. No limits on prior attorney representation in connection with legal matter.</td>
</tr>
<tr>
<td>One Hour Free Initial Consultation, then 25% Discount</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Nationwide Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Members pay no attorney fees for any of the fully covered services and may use these services nationwide using our network of over 12,000 attorneys in all 50 states.</td>
</tr>
<tr>
<td>100%</td>
</tr>
</tbody>
</table>
RESPONSIVENESS (VII-B-4-c)

C. ADDITIONAL SERVICES OFFERED

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Identity Theft Services

Legal Resources provides Identity Theft Education and Prevention Services to Members at no additional cost. When a Member calls Legal Resources with an Identity Theft issue, a Certified Identity Theft Risk Management Specialist (CITRMS®) provides one-on-one counseling and assistance to help resolve the issue and immediate steps to take if the employee has become a victim.

Identity Theft Seminars

Identity Theft Prevention education is available to ALL EMPLOYEES as part of the Legal Resources Seminar Series and covers a broad range of Identity Theft related material, including background, statistics, identifying danger signs, safeguarding tactics, information on removing one's name from pre-approved credit card lists, putting a security freeze on lines of credit, and accessing free annual credit reports at www.LegalResources.com.

D. NEW FOR 2013

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NEW! Optional Add-On Identity Protection Product through partnership with Identity Force®: Although the identity theft prevention, education, and restoration assistance available to ALL employees with the Legal Resources Plan is more than adequate identity theft coverage for most people, there is a significant segment of the population that would prefer more comprehensive services that extend all the way to pro-active monitoring of credit and banking information and reimbursement assistance in the event of a breach.

Identity Force is the premier provider of identity protection and credit monitoring services in the industry. Rated the “Best in Class” in Consumer Identity Protection in 2009 by Javelin Strategy and Research, Identity force is the only provider to leverage cutting edge technology to deliver real-time, continuous detection and elimination of potentially fraudulent activity; guarantee up to $1 million in identity theft reimbursement assistance; and provide comprehensive detection services including triple credit bureau monitoring.

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E. EXPANDED COVERAGE BENEFIT

The 25% attorney fee discount is part of the “Expanded Coverage Benefit,” which provides FREE advice and consultation and a 25% savings on attorney fees for any non “fully covered” legal services (excluding employer/employee grievances) and includes pre-existing legal matters.
RESPONSIVENESS (VII-B-4-c)

F. EXCLUSIONS

All legal matters relating to Employer/Employee disputes or grievances are excluded from Plan coverage. There are no benefits or legal services provided under the Plan with respect to any matter, controversy or proceeding which is related to, arises out of, or otherwise results from the Member's employment with the College of William & Mary. Such matters, controversies or proceedings include, but are not necessarily be limited to, employee grievances, unemployment compensation claims and worker's compensation claims. All Plan Law Firms are aware of this exclusion.

Additionally, no benefits or services of any kind are provided under the Master Plan Contract where the following circumstances are present:

A. Controversy or proceeding between Plan Administrator and any party to the Plan.
B. Consultations, civil or criminal legal actions, any part of which: (a) involve Plan Sponsor of this coverage; or (b) relate to employment.
C. In controversies or any matter between Primary Member and spouse or dependents, only Primary Member is covered.
D. Any legal matter which might involve or name a Member, but the legal work, advice, or action requested is for the benefit of a non-member. Except in the event if elderly parent powers of attorney as set forth under item 7.
E. Any matter between Member and Plan Attorney.
ADDITIONAL INFORMATION PROVIDED (VII-B-5)

A. FIRM’S APPROACH TO PROVIDING LEGAL SERVICES

The mission of Legal Resources is to provide superior legal services to our members, enabling them to lead active, healthy and worry-free lives, free of major legal expenses. This plan is designed to be simple to use, comprehensive, and provide 100% coverage for the most often needed legal services.

The Legal Resources Plan pays 100% of the attorney fees for a broad range of the most commonly needed legal services. The Member pays no attorney fees for the fully covered services listed in the Master Plan Contract, and receives a 25% savings on attorney fees for all other legal services, including pre-existing legal matters. Our plan was designed and has been refined over the years to provide 100% attorney fee coverage for all the legal matters over 95% of our members may need in a lifetime. To eliminate 95% of our members subsidizing the small percentage of uncommon legal matters that are not fully covered, we provide our Expanded Coverage Benefit, which provides a 25% savings on attorney fees for these uncommon legal matters.

Scheduled payments are collected through payroll deduction of the Primary Member (employee). Members have no waiting periods, deductibles, co-payments, claim forms, fee schedules or minimum or maximum usage caps on any of the fully covered services, except for alcohol or controlled substance related traffic offenses including DUI, and juvenile misdemeanor matters involving drugs or alcohol. These are both limited to full coverage on the first offense only so as not to encourage negative habitual behaviors.

In the event they require legal assistance outside of the Williamsburg area, Legal Resources Members at the College of William & Mary pay no attorney fees nationwide for all the fully covered legal services included in the plan when they utilize our network of over 12,000 attorneys across all 50 states.

Law Firm Selection and Contact Method

Members select a full-service law firm from our elite network of law firms in the Williamsburg area during the enrollment process. Once enrolled, Members may call their selected law firm directly. This law firm, which is comprised of multiple attorneys with complementary practice specialties, will provide the legal services covered under the Master Plan Contract. Members always have a choice in their law firm selection and they may change law firms at any time, not just during open enrollment, by simply contacting Member Services.

In the event that a Member requires legal assistance outside the region where they live, he/she would call Member Services and our staff will facilitate a referral to an attorney in the location and area of law needed.

B. ELIGIBILITY

Any benefits eligible employee at the College of William & Mary is eligible to enroll in Legal Resources. Once enrolled, Legal Resources defines “covered Members” as the employee (known as the “Primary Member”), spouse and eligible dependents including unmarried children, adopted, step, and foster children under 19 years of age who have the same address as the Member. Unmarried children under 23 years of age who are pursuing a recognized course of study at a high school, college or university and are taking 12 credit hours of study per semester or equivalent are also eligible.

Eligible retirees are able to continue on the Legal Resources Plan post retirement via a simple conversion. They are also eligible to enroll with Legal Resources at open enrollment.

The Legal Resources Plan is portable for employees if they leave the College of William & Mary. A current Member desiring to stay on the plan would fill out an Individual Conversion Form and authorize payment to Legal Resources via credit card, ACH, or check to continue on the plan as an individual. Much like COBRA, continuation on the plan (besides the difference in payment method) is transparent for both the Member and her/his law firm.
ADDITIONAL INFORMATION PROVIDED (VII-B-5)

C. RATE

In recognition of the 20 year history of partnership between the College of William & Mary and Legal Resources and because the employee participation levels at the College of William & Mary are above 10%, Legal Resources is happy to extend an adjusted guaranteed group rate of $17.50 per month for employees at the College of William & Mary.

Legal Resources will guarantee this rate for the first three (3) years of the contract. Further, Legal Resources will guarantee a rate of $18.00 per month for the next three (3) years of the contract.

In the final four years of the contract, Legal Resources will conduct a review of the account annually to assess the need to adjust the rate. If necessary, Legal Resources will notify the College of William & Mary a minimum of 90 days in advance prior to the annual open enrollment season.

D. PLAN ADMINISTRATION

Legal Resources will provide two Co-Account Managers as dedicated points of contact, available during business hours in person, by phone, or by email to assist the HR staff. These Account Managers will attend benefit meetings and will be available to educate staff members on plan administration and procedures and will facilitate the development of a custom enrollment plan, including all necessary forms and instructions. Legal Resources is sensitive to the unique workplace dynamics for employees at the College of William & Mary and will work with the staff to hold open enrollment meetings and seminars at a time of day that meets the needs of their employees, even if that means outside of “normal” working hours or holding multiple meetings to accommodate employees’ work schedules.

For account servicing, staff at the College of William & Mary will contact either Account Manager directly for day-to-day needs and may contact any senior staff member or other member of the account service team as needed.
E. ENROLLMENT OPTIONS

Legal Resources has the capability to provide and process on-line, paper, or electronic enrollments for the College of William & Mary. Online enrollment can be accomplished either through the Legal Resources website or Legal Resources has the capability provide all necessary enrollment information and accept file transfers from a third party enroller or the IT Department at the College of William & Mary. As part of the administrative set-up of the plan, Legal Resources will work with the College of William & Mary to provide electronic or paper enrollment forms and other marketing materials at no cost.

F. ENROLLMENT PROCESS

Legal Resources provides each employee with an enrollment packet. The packet is available either printed or electronically in PDF format and includes a brochure summarizing the covered services, a list of local law firms in our Law Firm Network, and an enrollment form. Employee enrollment presentations are conducted in person by employees of Legal Resources in accordance with any scheduling requirements. Enrollment meetings are most effectively held in group sessions. The sessions last approximately 15-30 minutes and include an audio-visual presentation. In addition, information regarding the Legal Resources Legal Plan, including a short video, the list of covered services, and a law firm finder, can be accessed on our website: www.LegalResources.com.

When employees enroll, they select their Plan Law Firm from our network. Law firm self-selection is a unique feature of the Legal Resources Employee Legal Plan. Pre-paid legal plans typically assign an attorney at the time of the legal need, so the employee does not know in advance who will be representing them. With Legal Resources, your employee selects a law firm from our extensive local law firm network during enrollment. That law firm will represent him/her and covered family members for all included general practice legal services. To change law firms, the participating employee simply contacts our Member Services Department to make the request.

G. ENROLLMENT ADMINISTRATION

Legal Resources will mail a Membership packet to the residence of each new Member on or before the first day of the month when Membership becomes effective. The packet includes a welcome letter, Master Plan Contract, and a Member identification card for the Primary Member and spouse. The Membership Card includes the name and telephone number of the law firm that the Member selected during enrollment. The welcome letter contains a temporary PIN so the member can conveniently set up an online profile on www.LegalResources.com. Also printed on the card is the phone number for the Legal Resources Member Services Department. Members may contact Member Services with any questions about plan coverage or attorney matters or login at www.LegalResources.com to view or update their profile information.
H. IMPLEMENTATION SCHEDULE

Implementation is effortless. A sample critical path to implementation is outlined below. Legal Resources does the preparation and assigns a dedicated service team to make the process smooth and easy.

<table>
<thead>
<tr>
<th>Action/Strategy</th>
<th>Employer Responsibility</th>
<th>Legal Resources Responsibility</th>
<th>Time Frame</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract signed</td>
<td>x</td>
<td>x</td>
<td>2-4 Weeks</td>
</tr>
<tr>
<td>Marketing Plan</td>
<td></td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>New Member data sent electronically (or other) to Legal Resources</td>
<td>x</td>
<td></td>
<td>Weekly or per Company needs</td>
</tr>
<tr>
<td>Payroll deduction is set up</td>
<td>x</td>
<td></td>
<td>1 time</td>
</tr>
<tr>
<td>Legal Resources invoices for amount owing for new and current members</td>
<td></td>
<td>x</td>
<td>15th of each month</td>
</tr>
<tr>
<td>Legal Resources receives monthly premium</td>
<td></td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Legal Resources sends membership packet to employees</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>New Member may call law firm directly as legal need arises</td>
<td></td>
<td>x</td>
<td>Anytime</td>
</tr>
</tbody>
</table>

I. CUSTOMER SERVICE AND SUPPORT

Prior to open enrollment:
- Legal Resources collaborates with the College of William & Mary to schedule and implement an effortless enrollment strategy that meets the unique needs of the employees, including defining open enrollment dates, recommending marketing strategies and offering the distribution schedule.
- Legal Resources provides a variety of print and electronic media support including E-mail/blast/memo communication content for employees, to introduce and announce the legal plan and corresponding open enrollment dates.
- Legal Resources provides additional communication materials (i.e. awareness flyers, posters, payroll stuffers) to promote the Legal Resources Plan.

During open enrollment:
- A Legal Resources Account Manager meets with implementation staff to review benefit features and roll out a seamless implementation model.
- The Account Manager personally attends open enrollment meetings and benefit fairs, scheduled at the convenience of the College of William & Mary employees.
- Legal Resources provides enrollment packages including an enrollment video and printed marketing and enrollment materials.

At the conclusion of open enrollment:
- Legal Resources processes applications, sends new member welcome packets containing membership cards and detailed plan description.
- Legal Resources invoices the College of William & Mary monthly.

Ongoing:
- Account Managers and Service Team stay engaged and in constant contact with the College of William & Mary to fully support the onsite management of the Legal Resources Plan.
ADDITIONAL INFORMATION PROVIDED (VII-B-5)

J. HOURS OF ACCESS

In addition to calling their plan law firm directly for their legal needs, enrolled employees may also call Legal Resources' Member Services Department locally or via a 1-800 number during normal business hours, from 8:30 a.m. to 5:30 p.m. Monday through Friday, excluding holidays. Legal Resources maintains a staff of certified paralegals in our Member Services Department to provide superior customer service and assist Members and prospective Members with coverage questions, attorney matters, and eligibility requirements. After normal business hours, Legal Resources has an established protocol for 24/7 access for Members needing emergency legal assistance.

K. WILLIAMSBURG AREA NETWORK LAW FIRMS - CONFIDENTIAL

Content removed/proprietary information

L. REVIEW, COMPLAINT, GRIEVANCE PROCESS

In the event of a complaint from a member, Legal Resources, as the Plan Administrator, will make an inquiry into the complaint, contacting all involved parties. If Legal Resources determines the Plan Attorney or Plan Law Firm has demonstrated an inability to provide legal services to meet the needs of the member, arrangements will be made to transfer the member to another Plan Law Firm. Before this action is taken, the Plan Attorney will be given an opportunity to resolve the problem. Legal Resources does not become involved in or interfere with the Attorney's management of cases because of the attorney-client relationship.

M. QUALITY MANAGEMENT

To ensure standards of quality, Legal Resources conducts periodic Member satisfaction surveys in an effort to monitor response to Member needs and quality of legal services provided.

Legal Resources uses an online survey tool to collect and analyze member survey data both at a group and law firm level. Our goal is to ensure that a member's relationship with his/her Plan Law Firm is first rate, that our covered services meet the needs of our members, and our member services department is providing unsurpassed customer service. We pride ourselves on the quality, efficiency and relevance of ALL the services we provide.

Our Member Satisfaction Results from 2012 support our commitment to quality and customer service:

- 92% of our members nationwide are satisfied with the Legal Resources Plan.
- 97% of our members are satisfied with the enrollment process
- 93% of our members are satisfied with our plan attorneys

Member Satisfaction at the College of William & Mary is even better than satisfaction levels across our entire member base:

- 94% of the members at the College of William & Mary are satisfied with the Legal Resources Plan
- 98% of the College of William & Mary members were satisfied with the enrollment process
- 97% of the College of William & Mary members were satisfied with their plan law firms
N. NON-ATTORNEY COSTS

The member is responsible for non-attorney costs such as filing fees, court costs, mileage, postage, and courier fees.

O. MEMBER SATISFACTION DATA

Legal Resources has a proven record of superior customer service with the College of William & Mary.

Plan members from the College of William & Mary are very satisfied with Legal Resources Plan, as evidenced by the data below, collected from a survey sent to 250 members in the spring of 2013.

- 94% are satisfied OVERALL with their experience using Legal Resources
- 100% appreciate that the College of William & Mary offers the Legal Resources Plan
- 96% are very satisfied or satisfied with their law firms
- 97% believe that the Legal Resources Plan is good value
- 93% value the quality of their law firm
- 98% value the low-monthly cost
- Less than 7% were said that they were unlikely to renew their membership in the plan
- Only 3% said that they would not recommend the plan to their fellow employees

Usage Profile:

- 88% of survey respondents report that they have used the plan
- 62% of respondents took advantage of the advice and consultation covered service
- 42% explored will preparation
- 25% took advantage of real estate legal benefits
- 19% used the plan for a family law matter
- 12% used the plan for traffic matters
- 14% used the plan for courtroom representation
- 8.5% other

Law Firm Satisfaction: A key area of strength

- 95% were satisfied with accessibility
- 98% were satisfied with the covered legal services
- 96% were satisfied with the money savings using their plan law firm
- 96% were satisfied OVERALL with their law firm
- 97% were satisfied with the professionalism of their plan law firm
- 92% were satisfied with the responsiveness

*Responses of neutral or better were considered as "satisfactory," unless indicated.*
Q. THE COLLEGE OF WILLIAM & MARY MEMBER RETENTION

Legal Resources is proud that our Members continue to find value in our legal plan year after year. We are privileged to enjoy some of the highest retention rates in the industry, with over 88% of our members electing to continue on the plan year after year. Member retention statistics for the College of William & Mary are frankly staggering and well above the mean for our member base.

96% of the participating employees at the College of William & Mary have elected to stay on the Legal Resources Plan over the last 4 years, well above the company average of 88%. Additionally, employee participation at the College of William & Mary has grown an average of 10% per year over the last four years.

<table>
<thead>
<tr>
<th>Member Retention Analysis: The College of William &amp; Mary</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/2009 thru 8/31/2013</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Beginning member count</td>
</tr>
<tr>
<td>New members</td>
</tr>
<tr>
<td>Terminated members</td>
</tr>
<tr>
<td>Terminated members</td>
</tr>
<tr>
<td>Terminated members</td>
</tr>
<tr>
<td>Ending Member Count</td>
</tr>
<tr>
<td>Retained members</td>
</tr>
<tr>
<td>% Member Churn</td>
</tr>
<tr>
<td>% Retention</td>
</tr>
</tbody>
</table>

*Retention data not available (NA) prior to 2010
APPENDIX A

ATTACHMENT B

CONFLICT OF INTEREST STATEMENT

RFP #WM-1386-14

Ensure that the solicitation is thoroughly read and completed. Complete, sign and return the information requested below with your proposal. FAILURE TO FURNISH THIS DATA MAY RESULT IN REJECTING YOUR PROPOSAL.

NAME: Legal Resources

ADDRESS: 2877 Guardian Lane, Suite 101

CITY/STATE: Virginia Beach, VA 23452

TELEPHONE NUMBER: 757-498-1220

FEDERAL ID NUMBER (FIN): 54-15666589

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

(X) SMALL BUSINESS

( ) WOMAN-OWNED BUSINESS

( ) MINORITY-OWNED BUSINESS

( ) SHELTERED WORKSHOP

INDIVIDUAL BUSINESS

SOLE PROPRIETORSHIP

PARTNERSHIP

CORPORATION

RELATIONSHIP WITH THE COLLEGE OF VIRGINIA:

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

IF YES, EXPLAIN:

____________________________________  September 17, 2013
SIGNATURE OF OFFEROR

DATE

Please tell us how you received this solicitation:

( ) It was mailed to you directly.

( ) You requested a copy through the Virginia Business Opportunities.

( ) You obtained a copy through the Tidewater Regional Minority Purchasing Council.

( ) You obtained a copy from the Virginia Department of Minority Business Enterprise.

(X) Other (please specify) eVA____________________.
QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.

Indicate the length of time you have been in business providing this type of service. 22 Years, 8 Months

Provide a list of current references, either College, Educational Institutions, and/or other companies that your firm is servicing. Include the length of service, dollar volume, year contract was entered into, and the name and address of the person the College has your permission to contact. Such listing shall be comprehensive of your firm's customer base and can be formatted as follows:

CURRENT ACCOUNTS:

<table>
<thead>
<tr>
<th>Account Name, Address &amp; Phone #</th>
<th>Length of Service</th>
<th>$ Volume/Year</th>
</tr>
</thead>
</table>

Content removed/ proprietary information

LOST ACCOUNTS*:

Content removed/ proprietary information
APPENDIX C

ATTACHMENT D

SWaM UTILIZATION PLAN

Definitions

Small Business: "Small business" means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) to participate in the SWaM program. Certification applications are available through DMBE online at www.dmbe.virginia.gov (Customer Service).

Offeror Name: Legal Resources

Preparer Name: Jerry Meyer, Vice President, General Manager Date: September 18, 2013

Instructions

A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.

B. If you are not a DMBE-certified small business, complete Section B of this form. For the Offeror to receive credit for the small business subcontracting plan evaluation criteria, the Offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each Offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B, column E divided by the Offeror's total price in Section B, column F.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (check only one below):

X____ Small Business

_____Small and Women-owned Business

_____Small and Minority-owned Business

Certification number: 695284 Certification date: 08/08/2011
Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall include DMBE-certified women-owned and minority-owned businesses that meet the small business definition and have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

**Plans for Utilization of DMBE-Certified Small Businesses for this Procurement**

<table>
<thead>
<tr>
<th>COLUMN A</th>
<th>COLUMN B</th>
<th>COLUMN C</th>
<th>COLUMN D</th>
<th>COLUMN E</th>
<th>COLUMN F</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Business Name &amp; Address</td>
<td>Status if Small Business is also: Women (W), Minority (M)</td>
<td>Contact Person, Telephone &amp; Email</td>
<td>Type of Goods and/or Services</td>
<td>$ Value of Planned SWaM Involvement During Initial Period of the Contract</td>
<td>Expected Planned $ Value of Total Service/Sales During Initial Period of the Contract</td>
</tr>
<tr>
<td>DMBE Certificate #</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Legal Resources</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>2877 Guardian Lane, Suite 101</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Virginia Beach, VA 23452</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DMBE Certificate #: 695284</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jerry Meyer</td>
<td>Pre-Paid Legal Services</td>
<td>100%</td>
<td></td>
<td>Content removed/proprietary information</td>
<td></td>
</tr>
<tr>
<td>757-498-1220</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:jmeyer@legalresources.com">jmeyer@legalresources.com</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Totals**

*RETURN OF ATTACHMENTS IS REQUIRED*
PROTECT YOURSELF AND YOUR FAMILY

Your employer offers an opportunity to enroll in the Legal Resources® legal plan as part of your benefits.

Don't let this opportunity get away!

Few employee benefits offer so much for so little. As a Legal Resources Member, you'll have immediate and ongoing access to comprehensive legal coverage, services, and expertise that will easily save you money—and could save you a whole lot more.

LEGAL® RESOURCES

Relax…you’re covered.
APPENDIX
D. MEMBER BROCHURE (CONTINUED)

I NEED TO TALK TO MY LAWYER.
Should a "situation" arise for you or an immediate family member -- a traffic incident, a dispute with a neighbor, or something more serious -- being able to say these words can be invaluable.

According to the American Bar Association, 70% of Americans will have a legal situation this year where they could use the advice of an attorney.

Attorney fees average $300-400 per hour.

Over 50% of Americans don't have a will.

The manner and professionalism with which I was treated provided me with a sense of trust and security that my legal needs were being handled well. Charlene T., Member since 1999

It's there when situations catch you off guard and you need legal help immediately. It provides a safety net. Joana W., Member since 1993

It has helped me tremendously and saved me thousands of dollars. I don't know what I would have done without it. Kathleen G., Member since 2008

And you don't have to be "in trouble" to benefit from being a Legal Resources Member. If you take advantage of our will preparation services, or even pick up the phone just once to ask your lawyer about a routine family or traffic matter, your annual membership has more than paid for itself. These services, and many more, are 100% covered.

HOW MUCH WILL IT COST?

<table>
<thead>
<tr>
<th>COMMONLY USED LEGAL SERVICES</th>
<th>ATTORNEY FEES WITHOUT THE PLAN*</th>
<th>WITH LEGAL RESOURCES**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Advice and Consultation</td>
<td>$300-400 per hour</td>
<td>$0</td>
</tr>
<tr>
<td>Tenant Dispute with Landlord</td>
<td></td>
<td></td>
</tr>
<tr>
<td>District Court Representation in a Civil Action</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review of a Financial Contract or Lease</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Traffic Court Representation (including 1st offense DUI)</td>
<td>$750-1,500</td>
<td></td>
</tr>
<tr>
<td>Will Preparation</td>
<td>$500-750 per person</td>
<td></td>
</tr>
<tr>
<td>Uncontested Divorce Representation</td>
<td>$1,250-2,000</td>
<td></td>
</tr>
<tr>
<td>Uncontested Domestic Adoption (includes name change)</td>
<td>$1,000-1,500</td>
<td></td>
</tr>
<tr>
<td>Purchase, Sale or Refinance of Primary Residence</td>
<td>$400-700</td>
<td></td>
</tr>
<tr>
<td>Defense of Child in Juvenile Court (misdemeanor)</td>
<td>$875-1,500</td>
<td></td>
</tr>
</tbody>
</table>
FULLY COVERED SERVICES 100% OF ATTORNEY FEES COVERED

- **General Advice and Consultation**
  - Unlimited in-person or telephone advice and consultation for covered services.

- **Wills and Estate Matters**
  - Will Preparation and Periodic Updates
  - Advanced Medical Directive
  - Financial Powers of Attorney
  - Contingent Trust for Minor Children

- **Preparation and Review of Routine Legal Documents**
  - Unlimited preparation and review of routine legal documents, including, but not limited to, powers of attorney, bills of sale, and affidavits.

- **Criminal Matters**
  - Defense of Misdemeanor
  - Misdemeanor Defense of Juveniles (including 1st offense involving alcohol or illegal drugs)

- **Real Estate Matters**
  - Purchase, Sale or Refinance of Primary Residence
  - Deed Preparation
  - Tenant-Landlord Matters
  - Landlord-Tenant Matters (includes how of advice, preparation of late notice, and advice on filing of suit for Landlord)

- **Traffic Violations**
  - Traffic Infrctions and Misdemeanors
  - Speeding
  - Reckless Driving
  - Driving Under the Influence (P' offense)

- **Civil Actions**
  - Representation as Defendant
  - Representation as Plaintiff
  - Insurance Matters
  - Initial Administrative Hearing

- **Real Estate Matters**
  - Uncontested Domestic Adoption
  - Uncontested Divorce
  - Uncontested Name Change

- **Identity Theft Assistance**
  - Prevention Services
  - Education Services

- **Additional Covered Services**
  - Provided at a 25% discount under Expanded Coverage Benefit
  - ANY legal need not fully covered***
  - Out-of-Network coverage
  - Pre-existing legal matters

- **Non-Attorney Costs**
  - Member is responsible for all non-attorney costs such as filing fees, court costs, fines, etc.

- **Consumer Relations and Credit Protection**
  - Warranty Dispute
  - Advice, consultation & representation on billing disputes and collection agency harassment

Additional Covered Services

- Provided at a 25% discount under Expanded Coverage Benefit
- ANY legal need not fully covered***
- Out-of-Network coverage
- Pre-existing legal matters

Non-Attorney Costs

Member is responsible for all non-attorney costs such as filing fees, court costs, fines, etc.

** Lower district court only. Civil claim must exceed $4000. Consult Master Plan Contract for definition of district court by state.
** Lower district court only. Offenses involving illegal drugs, alcohol (except 1st offense DUl), and firearms are covered at 25% discount.
Consult Master Plan Contract for definition of district court by state.
*** Employer/employee relations coverage is excluded because employee sponsors the legal plan.

This summary of coverage is intended to provide a broad general overview of plan coverage and is not a contract. Please refer to the Legal Resources Master Plan Contract or our website at www.legalresources.com for a complete description of the legal services provided, as well as the actual terms, coverage, conditions, and exclusions.

During enrollment, you authorize a low monthly payroll deduction through your employer and choose a law firm from our highly rated network. Legal Resources will then mail you a Membership ID card with your law firm's contact information.

Once a Legal Resources Member, you call your law firm directly to get legal help. You can also call our Member Services Department, which is staffed by certified paralegals, for coverage or attorney questions.

*Most attorneys in the Legal Resources Network are highly rated in the Martindale-Hubbell® PEER REVIEW RATINGS™. These ratings are peer evaluations of professional ability and ethics standards in the United States. With Legal Resources®, you can trust that you will have a great law firm waiting for you.
At Legal Resources, we're thrilled to be able to provide so many people with the extraordinary advantages of having access to a good lawyer — without having to worry about the expense. Just the peace of mind it provides is a huge benefit. And, as many of our Members discover, it's amazing how dramatically a letter sent from a prestigious law firm can influence the outcome, no matter what the situation.

Don't miss this opportunity — enrollment ends soon.

As with your other benefits, the enrollment period is limited. Check with your Benefits Coordinator to make sure you don't miss your deadline; otherwise, you'll have to wait up to another whole year to take advantage of all the services that Legal Resources provides.

Watch our short video online for more details.

Legal Resources has been providing comprehensive legal services and representation for our Members and their families for over 20 years.

The most often-needed legal services are covered at 100% — that means you, your spouse, and your dependent children (under 19 years of age, or under 23 years of age if a full time student) pay no attorney fees when you use these services.

You select your own law firm from our network of experienced attorneys.

You call your law firm directly to get legal help. You may also call our Member Services Department to ask coverage questions, update your account information, or change your law firm.

The annual cost is less than what you would pay for just one hour of an attorney's time.

The cost of the Plan doesn't change, no matter how often you use it.
Welcome Member,

Congratulations, you now have one of the most unique and comprehensive legal plans available anywhere. We trust our plan will provide you and family members the legal services you need for years to come. For your convenience we have attached your member cards below. The contact information for your Plan Law Firm is printed on your card, so carry it with you at all times. One of the most valuable elements of the plan is that you call your law firm directly for legal services!

Legal Resources is your Plan Administrator - we represent you! For questions about the plan, please call our Member Services Department to speak with a certified paralegal. In Virginia, call 757.498.1220; nationwide, call 800.728.5768. These numbers are also located on the back of your card. Our office hours are 8:30 a.m. to 5:30 p.m. EST, Monday through Friday. We are confident you will recognize the value and savings your plan provides.

You can access your account online by visiting our website at www.LegalResources.com. Click on "Create Account" on the top right of the page, enter your Member ID number and your Temporary PIN: QSLFCC

Enclosure: Master Plan Contract

The Legal Resources Master Plan is licensed by the Virginia State Corporation Commission Bureau of Insurance

PLEASE DETACH YOUR MEMBER CARDS

JOHN DOE
Effective Date: 7/1/2007  Member ID: 102830

PLAN LAW FIRM:
MONTGOMERY, KELLEY & MCKINNON, PLC
5520 FOUNDATION STREET
WILLIAMSBURG, VA 23188
(757) 229-8284
JUST SAY "I AM A LEGAL RESOURCES MEMBER."

JOHN DOE
Effective Date: 7/1/2007  Member ID: 102830

PLAN LAW FIRM:
MONTGOMERY, KELLEY & MCKINNON, PLC
5520 FOUNDATION STREET
WILLIAMSBURG, VA 23188
(757) 229-8284
JUST SAY "I AM A LEGAL RESOURCES MEMBER."
APPENDIX

F. SAMPLE EMPLOYER PARTICIPATION AGREEMENT

LEGAL RESOURCES GROUP PLAN
PAYROLL DEDUCTION

EMPLOYER PARTICIPATION AGREEMENT

This Agreement made this ___ day of ___ 20__, by and between LEGAL RESOURCES OF VIRGINIA, INC. ("Legal Resources"); a Virginia Corporation, and ___________ ("Employer/Participating Sponsor").

Whereas, Legal Resources is in the business of administering a Legal Services Plan ("Plan"); and Employer agrees to become a Participating Sponsor of this Plan;

The parties hereto agree as follows:

1. All employees who enroll in the Plan (also known as "participating employees" or "primary members") may be charged by Legal Resources a one-time enrollment fee of ___________. This fee offsets printing, administration, and processing costs for new participating employees. A welcome packet is mailed to the participating employee's home address along with membership card(s) prior to the effective date of coverage.

2. Employer agrees that participating employees will pay for the Plan through monthly payroll deduction, in advance of the coverage month. Membership in the Plan is based on 12 month cycles and shall automatically renew for 12 months on the anniversary of the coverage effective date unless Employer gives cancellation notice to Legal Resources in writing 30 days prior to the coverage anniversary date.

3. Employer agrees to provide administrative support by collecting, through payroll deduction, all monthly payments. Employer will remit monthly payments to Legal Resources in advance of the coverage month.

4. Monthly Rate: During the first ___ years of this Agreement, participating employees will receive a special rate of $____ per month. Newly hired employees may be enrolled within 30 days from the time they are deemed to be eligible for other employee benefits and will receive the special monthly rate for the remainder of the initial ___ year rate guarantee. The monthly rate shall be subject to renegotiation at the conclusion of the initial ___ year term. The Coverage Date for Plan services begins _____________.

5. Employer will not offer or endorse another prepaid legal services program for its employees or prospective employees during the term of this Agreement.

6. Employer agrees to allow Legal Resources access to its employees for the initial benefit presentation and further agrees to allow Legal Resources ongoing access for open enrollments annually for a benefit presentation to any employee not enrolled in the Plan.

7. Legal Resources agrees to provide all legal services stated in the Legal Resources Master Plan Contract and to respond to any requests as defined in the Contract. The Employer has the right to terminate this Agreement at any time if Legal Resources does not perform as defined in the Contract.
APPENDIX
SAMPLE EMPLOYER PARTICIPATION AGREEMENT (CONTINUED)

8. LIMITATION: Legal Resources provides no benefits or services of any kind to participating employees or their qualifying dependents (also known as "members") with respect to any employer/employee disputes or controversies or any matters involving participating employees, their spouses or dependents against the Participating Sponsor.

9. Legal Resources agrees that the Employer's responsibilities are limited to those set forth in Articles 2 and 3 of this Agreement and that, therefore, Employer assumes no responsibility whatsoever for any of the legal services provided under the Plan.

10. This Agreement is for an initial term of ____ years. The date this Agreement is signed by both Employer and Legal Resources will be the effective date. This Agreement will automatically renew from year to year thereafter unless terminated by either party by giving written notice to the other at least 90 days prior to the anniversary of the Agreement's effective date.

Participating Sponsor/ Employer:

Signature  
Title  
Date  

Legal Resources of Virginia, Inc.

Signature  
Title  
Date  

The Legal Resources Master Plan is licensed by LEGAL RESOURCES OF VIRGINIA, INC.

007-2005
REV-12/2012
APPENDIX
6. SAMPLE ENROLLMENT FORM

College of William & Mary
How many months are you paid out of the year
☐ 9 months  ☐ 12 months

Enrollment Form

Primary Member Information

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>M</th>
<th>Date of Birth</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Social Security Number</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Home Phone</th>
<th>Work Phone</th>
<th>Cell Phone</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Home/Personal Email</th>
<th>Work Email</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Employer Name</th>
<th>Department/Location</th>
<th>Date of Employment</th>
</tr>
</thead>
</table>

Dependent Information

(Your spouse, unmarried children under the age of 19 who reside with you and full-time students up to age 23 qualify as dependents)

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>M</th>
<th>Date of Birth</th>
<th>Sex</th>
<th>Relationship</th>
</tr>
</thead>
</table>

Enrollment Agreement and Law Firm Selection

Yes, I want to enroll in the Legal Resources Plan.

I understand Legal Resources agrees to provide the covered legal services listed in the Master Plan Contract. I agree to pay the monthly fee, through payroll deduction, for a minimum of 12 months. I authorize my employer to deduct the monthly fee from my wages. I understand the monthly fee is due in advance. This annual membership shall renew automatically on the anniversary date, or per my employer's open enrollment policies, unless Legal Resources is notified thirty (30) days prior to the expiration date. I understand I am responsible for Non-Attorney Costs such as court costs, filing fees, or any fines assessed for all Members. I agree that if I cancel my coverage within 12 months from the effective date, I will pay all costs and fees for services rendered which exceed the amount of monthly fees paid during the term.

<table>
<thead>
<tr>
<th>Primary Member Name</th>
<th>Primary Member Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>COST</th>
<th>Law Firm Selection or Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 months paid</td>
<td>Leave blank if you want Legal Resources to select a law firm closest to your residence or if no law firms are listed in your area</td>
</tr>
<tr>
<td>9 months paid Enrollment Fee Waived</td>
<td></td>
</tr>
</tbody>
</table>

For additional information, please call Legal Resources at 800.728.5768 or visit www.LegalResources.com

Please return this completed form to your Human Resources/Benefits Administrator.

The Legal Resources® Master Plan Contract is licensed by LEGAL RESOURCES OF VIRGINIA, INC.
2877 Guardian Lane, Suite 101, Virginia Beach, VA 23452

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APPENDIX
H. SAMPLE OF MEMBER SATISFACTION SURVEY

Please complete this short survey so we can assess our services. By completing this survey and providing your email address, you will be entered for a chance to win one of five $25.00 Amazon gift cards. Thank you!

(* Denotes Mandatory Field)

1. * Personal Information:

Any statements you make in this survey will not be personally identifiable.

<table>
<thead>
<tr>
<th>First Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Address 2:</td>
<td></td>
</tr>
<tr>
<td>City/Town:</td>
<td></td>
</tr>
<tr>
<td>State:</td>
<td></td>
</tr>
<tr>
<td>ZIP:</td>
<td></td>
</tr>
<tr>
<td>Phone Number:</td>
<td></td>
</tr>
</tbody>
</table>

2. * Is this a new address?

- Yes
- No

3. * Law Firm:


4. * Please rate the reasons why you joined Legal Resources.

<table>
<thead>
<tr>
<th>Reason</th>
<th>Extremely relevant</th>
<th>Moderately relevant</th>
<th>Neutral</th>
<th>Slightly relevant</th>
<th>Not at all relevant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Had a legal issue</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Needed to have will completed/updated</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Protection/Peace of mind</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wide range of fully covered services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Anticipated needing an attorney that year</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quality of law firm network</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Value for the money</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
5. * Please rate the characteristics of the plan that you've found most valuable.

<table>
<thead>
<tr>
<th>Feature</th>
<th>Extremely valuable</th>
<th>Moderately valuable</th>
<th>Neutral</th>
<th>Slightly valuable</th>
<th>Not at all valuable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wide range of fully covered services</td>
<td>○</td>
<td>○</td>
<td>○</td>
<td>○</td>
<td>○</td>
</tr>
<tr>
<td>Coverage for pre-existing legal issues</td>
<td>○</td>
<td>○</td>
<td>○</td>
<td>○</td>
<td>○</td>
</tr>
<tr>
<td>Coverage for spouse and dependents</td>
<td>○</td>
<td>○</td>
<td>○</td>
<td>○</td>
<td>○</td>
</tr>
<tr>
<td>Low monthly cost</td>
<td>○</td>
<td>○</td>
<td>○</td>
<td>○</td>
<td>○</td>
</tr>
<tr>
<td>Easy to use</td>
<td>○</td>
<td>○</td>
<td>○</td>
<td>○</td>
<td>○</td>
</tr>
<tr>
<td>Quality of my law firm</td>
<td>○</td>
<td>○</td>
<td>○</td>
<td>○</td>
<td>○</td>
</tr>
</tbody>
</table>

6. * Have you ever used the Legal Resources Plan?

○ Yes  ○ No

7. * Have you contacted your Plan Attorney in the past 12 months?

○ Yes  ○ No

8. If YES to question #6 or #7, how did you interact with your Plan Attorney: (please select all that apply)

- Telephone  - Office Visit  - Courtroom  - Email

9. * I have used the plan for (please check all applicable boxes):

Data for usage tracking only. Your answers will not be personally identifiable.

- Advice and Consultation  - Traffic Matters  - Courtroom Representation  - Landlord/Tenant Matter  - Not Applicable

Other


10. How satisfied are you with your law firm in the following areas?

<table>
<thead>
<tr>
<th>Area</th>
<th>Very satisfied</th>
<th>Satisfied</th>
<th>Neither satisfied or dissatisfied</th>
<th>Slightly dissatisfied</th>
<th>Very dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accessibility</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Communication</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionalism</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Experience</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Legal Services Provided</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reliability</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Responsiveness</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Money Savings</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overall</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

11. How satisfied are you with Legal Resources as your plan provider?

<table>
<thead>
<tr>
<th>Area</th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Neither satisfied or dissatisfied</th>
<th>Slightly dissatisfied</th>
<th>Very dissatisfied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Member Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Department</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enrollment Process</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amount/Frequency of Communication</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Explanation of Legal Plan Benefit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

12. How likely are you to renew your Legal Resources plan?

- Very Likely
- Likely
- Neutral
- Not Likely
- Very Unlikely
- No Longer a Member

13. How likely are you to recommend the Legal Resources Plan to other employees?

- Very Likely
- Likely
- Neutral
- Unlikely
- Very Unlikely
14. * Rate the degree to which the Member Services Department met your expectations.

- Extremely satisfied
- Moderately satisfied
- Neither satisfied or dissatisfied
- Moderately dissatisfied
- Extremely dissatisfied
- I've never contacted Member Services

15. * To what extent do you agree with the following in regards to the Legal Resources Plan?

<table>
<thead>
<tr>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Neither agree or disagree</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>The plan provides for my current and potential legal needs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Legal Resources has quality law firms on their network</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Legal Resources Plan is affordable compared to the normal cost of an attorney</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Member Services provides a quality customer service experience</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Legal Resources Plan is a good value</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I appreciate my employer offering this plan as an employee benefit</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

16. * Overall, how satisfied are you with your experience using Legal Resources?

- Extremely satisfied
- Moderately satisfied
- Neither satisfied or dissatisfied
- Moderately dissatisfied
- Extremely dissatisfied

17. Please describe your experience working with your Legal Resources' Plan Law Firm.

18. Additional Comments:
19. * May we contact you in respect to this survey?
   ○ Yes  ○ No

20. * Would you like to receive additional communication from Legal Resources (like a quarterly or semi-annual e-newsletter with legal tips and advice)?
   ○ Yes  ○ No

21. Email Address (Must enter email address to be eligible to win gift card):

22. * I give Legal Resources permission to publish, reproduce, distribute and/or otherwise use my first name and last initial and any statement, or any portion thereof, made by me regarding Legal Resources as they shall determine in their sole discretion, without further authorization from me. I also confirm that any statements made by me are accurate and represent my honest opinions or experiences and that there exists no material connection between myself and Legal Resources.
   ○ Yes  ○ No

Electronic Signature: ________________________________
APPENDIX

I. SCC LICENSE

Commonwealth of Virginia

STATE CORPORATION COMMISSION

July 1, 2013

LEGAL RESOURCES OF VIRGINIA, INC.
2877 GUARDIAN LN STE 101
VIRGINIA BEACH VA 23452-7330

is hereby licensed to transact the business of
Legal Services Plan

in the Commonwealth of Virginia through the thirtieth day of June next
succeeding the date hereof unless this license shall be sooner revoked or
otherwise cancelled.

ID: 48402

State Corporation Commission
Bureau of Insurance

By: [Signature]
Commissioner
WHAT'S INSIDE:
- New traffic laws
- Hurricane preparedness
- Elder care
- Identity theft prevention
- Teen driver advice

DID YOU KNOW?

Caring for a senior?
Plan ahead for peace of mind

By formalizing documents such as living wills and health care power of attorneys, families can take some of the stress out of end-of-life care for their loved ones.

If you're having trouble knowing the right questions to ask during this process, the website "Aging with Dignity" has a list to help families start a conversation about end-of-life care. Go to agingwithdignity.org for more information.

Hands Free: It's not only safer, it's the law

With eight out of ten crashes in Virginia blamed on distracted drivers, lawmakers took action in 2013, creating new laws that now make driving and texting a primary offense. This means that prior to July 1, 2013 police could only cite you for texting and driving if you were stopped for another reason. Now police officers can stop and charge drivers anytime they suspect texting while driving.

The penalties for the infraction have increased significantly too. Previously, a first time charge would cost you $20. Now you'll be paying $125. Fines for subsequent offenses have gone up from $50 to $250. Other states, including Maryland, already consider texting and driving a primary offense. All drivers should be aware of the traffic laws in their state.

Hands Free: It's not only safer, it's the law

ALL EYES ON HURRICANES

The peak of the Atlantic Hurricane Season falls in mid-September, and it's never too early to start preparing. In addition to storm-proofing your house and stocking up on non-perishables, you should also have a plan for your important documents if your home is damaged or you need to evacuate.

Here's a list to get you started:
- Passports
- Birth certificates
- Social Security cards
- Vehicle titles
- Property deeds
- Marriage/divorce papers
- Photos and valuable items

What should you do with this important paperwork?
Scan and copy them onto a CD or thumb drive. Pack them into a watertight container or resealable bag. Most importantly, remember to take them with you if you need to evacuate.

WILL PREPARATION

Preparation of a will can cost between $500-700 but it's a fully covered service with the Legal Resources Plan. Interested in writing a will or updating your current will? Members of Legal Resources can contact their Plan Attorney for assistance with any will or estate matters. If you're not yet a member of Legal Resources, check with your Human Resources Department for your next open enrollment date.
ANSWERING YOUR QUESTIONS

Q: I need to declare bankruptcy, but my plan attorney doesn't provide that service. Is there anyone else I can turn to?
A: Because of today's economy, we get a lot of questions about bankruptcy, and you're right, not all of our plan attorneys specialize in this area. In situations like this, our Member Services Department will connect you with one of our referral attorneys. This will give you the expertise and guidance you need.

SNEAK PEEK
Concerned about identity theft?
Our next issue of LegalWise will explore consumer protection and provide you with tips to keep your identity safe.

LEGAL RESOURCES ANNOUNCES EXCITING NEW PARTNERSHIP WITH IDENTITY FORCE
In response to growing demands for greater identity protection, Legal Resources has proudly partnered with Identity Force (identityforce.com) to offer proactive identity theft protection and identity theft insurance. The premier provider of identity protection services in the industry, Identity Force has more than 35 years of personal security experience and offers a host of services including monitoring of wireless devices, auto, mortgage, and credit for potential fraud.

ASK AN ATTORNEY
MYERS & MYERS
Plan Member:
What information can you give teen drivers to help them avoid complications with the law?
Plan Attorney:
In order to get a license to drive, each person has to learn the rules of the road. It is important to understand the consequences for violating those rules. All drivers need to understand that what may seem like a "minor" violation can in fact result in severe punishment by a court.

757.583.1879 | myerslawfirm.com | Joe Myers, Esq.
2476 E. Little Creek Road | Legal Resources Plan Attorney
Norfolk, VA 23518

ADDITIONAL RESOURCES
This interactive map from distraction.gov shows the different cellphone and texting laws from state to state. Keep it handy as you plan your next road trip!
distracted.gov

2. "Impacts Cell phones, text messaging have on Florida," Geraldine Klein, Apr 10, 2010.
Legal Resources at a glance

Legal Resources is an employee legal plan that provides superior legal services to its members, enabling them to lead active, healthy and worry-free lives free of major legal expenses.

100% Coverage
Pay no attorney fees
Covers the most common legal needs and includes coverage for dependents

It's affordable
The monthly payroll deduction costs less than a typical lunch with a friend

Elite law firm network
Over 12,000 attorneys nationwide

Select your own law firm
Call them directly anytime you have a legal need

Superior customer service
Certified Paralegals answer your calls and your questions

92% of our members are satisfied with the legal resources employee legal plan you will be too

Quality, value, service, peace of mind.

Legal Resources
800.728.5708  LegalResources.com
@LegalRes_Uri
Legal Resources
September 12, 2013

Reference: RFP #WM-1386-14

Issued By: The College of William & Mary

Commodity: PRE-PAID LEGAL SERVICES

Dated: August 28, 2013

Due Date and Time: September 18, 2013 (no later than 4:00 PM EST)

ADDENDUM NO. ONE

The following changes are made to the RFP.

1. Page 1
   Change the Due Date to read: "September 18, 2013 (before 4:00 p.m. EST)".

2. Page 14 and Page 17
   Change the language in Sections VIII. X. and X. W., "eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION," to read:

   "eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: It is anticipated that the solicitation/contract will not result in any purchase order(s). However, if purchase order(s) are required by the vendor, or become required by the College or the vendor during the contract period, the applicable eVA transaction fee specified below will be assessed for each order.

   a. For orders issued July 1, 2011 thru December 31, 2013, 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 January 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.

Addendum No. One
RFP-1386-14
ACKNOWLEDGEMENT OF ADDENDUM (CONTINUED)

The eVA Internet electronic procurement solution, website portal 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.

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, if applicable, 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. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

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

ACKNOWLEDGEMENT of ADDENDUM by OFFEROR:

Firm Name

Name Printed

Authorized Signature

Date

Addendum No. One
RFP-1386-14
Cathy Hodock  
Senior Procurement Officer  
College of William and Mary  
Williamsburg, VA 23185

RE: Discussion Phase - Clarification to response to RFP # WM-1386-14 – Pre-Paid Legal Services  

October 11, 2013  

Dear Ms. Hodock,

Please find our responses to your clarification questions below:

1. Throughout your proposal you reference “the College of William and Mary”. Please clarify if your offer covers our employees at all of our campuses (currently Williamsburg, Newport News, Gloucester Point, Wachapreague, Topping, Charlottesville and Washington DC).

   Our offer covers employees at all campuses referenced above. I apologize for any confusion.

2. Content removed/ proprietary information

3. What is your time frame for providing brochures/information (hard copies and/or electronic) for our upcoming open enrollment (later this month - date to be determined).

   Brochures and other paper enrollment materials will be hand delivered in hard copy to all necessary locations within two days after they are requested. Electronic enrollment materials (interactive brochures, e-mail communications, etc.) will be provided within 24 hours. Our local field service teams in Hampton Roads, greater Richmond, and greater metro DC, and our Virginia-based corporate offices, are committed to responding quickly to your needs at all campuses.

Best Regards,

Jerry Meyer  
VP, General Manager
October 21, 2013

Cathy Hodock  
Senior Procurement Officer  
College of William and Mary  
Williamsburg, VA 23185

RE: Memo of negotiation - RFP #W&M-1386-14

Dear Ms. Hodock,

Legal Resources proposes two options for the information requested. Either option is acceptable to Legal Resources.

Please provide best and final rates for the ten year contract term.

1. RATE OPTION #1: Content removed/proprietary information

2. RATE OPTION #2: Legal Resources will offer a fixed rate of $16.50/month for the ten year contract term Content removed/proprietary information

Thank you for your consideration.

Best Regards,

Jerry Meyer  
VP, General Manager
Involves the following Banner ID's:

<table>
<thead>
<tr>
<th>Banner ID</th>
<th>Entity name</th>
<th>Tax ID</th>
<th>Payment History</th>
<th>Vendor History</th>
</tr>
</thead>
<tbody>
<tr>
<td>905594555</td>
<td>Dharmacon</td>
<td>84-1299796</td>
<td>2005-2013=$58K</td>
<td>Turned off for HM 8.13.13. Notes say to use punchout 905573525</td>
</tr>
<tr>
<td>905723245</td>
<td>ThermoFisher Scientific (Pty)-Jhb</td>
<td>None listed</td>
<td>1 invoice = $36K</td>
<td>South African entity. It doesn't appear that changes affect this entity. Turned off for HM</td>
</tr>
<tr>
<td>905594404</td>
<td>Open Biosystems</td>
<td>72-1524554</td>
<td>2003-2011=$13K</td>
<td>Initially turned on for HM. PMullins agreed they need to be turned off.</td>
</tr>
<tr>
<td>905672101</td>
<td>ThermoFisher Scientific Open</td>
<td>None listed</td>
<td>2001-2012=$2K</td>
<td>Notes list as a possible duplicate of the 905594404 Open Biosystems. Initially turned on for HM. PMullins agreed they need to be turned off.</td>
</tr>
</tbody>
</table>

According to letter received by GE Healthcare Dharmacon, the changes only affect the first 5 entities listed above. The old Dharmacon products are now ordered through Fisher Scientific Company LLC’s punchout. I would like to inactivate the first five entities above and let everything continue to flow to 905573525 Fisher Scientific Company LLC.

5.1.14-Discussed with Patricia Mullins. She will talk to her new company contact and will let us know if we need to create a new entity, or should do a name change to one of the ID’s listed above—ch