



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU4593

This contract entered into this 12th day of April 2016, by Pre-Paid Legal Services, Inc. dba LegalShield hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

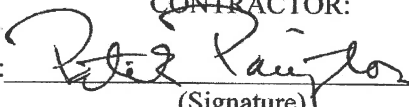
SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

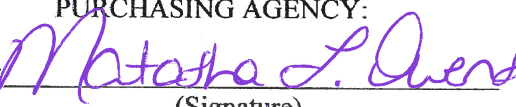
PERIOD OF PERFORMANCE: From April 12, 2016 through April 11, 2017 with four (4) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal # MLO-873 dated September 10, 2015:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions,
 - (d) Addendum No. One dated September 23, 2015;
- (3) The Contractor's Proposal dated October 15, 2015 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiation Summary dated April 12, 2016.

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

CONTRACTOR:
By: 
(Signature)
Patrick Barrington
(Printed Name)

PURCHASING AGENCY:
By: 
(Signature)
MATASHA OWEN
(Printed Name)

Title: VP - Broker & Partnership Sales

Title: Buyer Senior



**RFP # MLO-873, Voluntary Employee Benefits,
Negotiation Summary for Pre-Paid Legal Services, Inc.
dba LegalShield**

April 12, 2016

1. Contractor's pricing schedule is as follows:

Plan Type	Monthly Rate
Individual Legal Plan	\$14.94
Family Legal Plan	\$15.94
Individual Legal Plan with IDShield*	\$23.40
Family Legal Plan with IDShield*	\$28.90

**For IDShield information, see contract number UCPJMU4456.*

2. Contractor's proposal dated October 15, 2015 submitted in response to RFP # MLO-873 is hereby amended as follows:
- a. Contractor shall have an account representative available to meet with employees of James Madison University at minimum of once per month. Dates and times will be mutually agreed upon by the Contractor and James Madison University.
 - b. Contractor shall provide customized communication and marketing material to the James Madison University at no cost. All marketing material shall require prior approval by the James Madison University.
 - c. Contractor shall participate in any financial awareness seminars or benefits fairs held by James Madison University.
3. Contractor shall be responsible for all costs related to a loss of or unauthorized access and/or unauthorized use of confidential data. Contractor shall be responsible for informing all individuals affected by a breach, intrusion, or data loss in accordance with applicable law and shall indemnify and hold harmless the Commonwealth of Virginia, James Madison University, and its officers and employees from and against any claims, damages or other harm related to such breach.
4. Contractor has disclosed all potential fees. Additional charges will not be accepted.



How Legal Services Can Benefit James Madison University and Its Employees Recommended Services for James Madison University

Proposal in Response to:

RFP # MLO-873
Voluntary Employee Benefits
Issued: September 10, 2015
By the Commonwealth of Virginia,
James Madison University

Presented By:

Kathleen L. Norman, PMP
Director, Bids and Proposals
LegalShield
One Pre-Paid Way
Ada, Oklahoma 74820
580.272.3253
KathleenNorman@legalshieldcorp.com

Ken Roebuck
Business Vice President, Virginia
Independent Associate
4240 Portsmouth Blvd, Suite 459
Chesapeake, VA 23321
757.334.1294
Roebuck@legalshieldassociate.com

Proposal Date: October 15, 2015

ELECTRONIC COPY



October 15, 2015

Matasha Lyn Owens
Buyer Senior, Contract Purchases
Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Dear Ms. Owens,

The enclosed document represents LegalShield's proposal response to **RFP Number: MLO-873, Voluntary Employee Benefits**, which was issued on September 10, 2015, and is due October 20, 2015. Our proposal incorporates all the requirements as outlined in the RFP and is organized in compliance with those requirements.

A Legal Needs Study conducted by Decision Analyst shows that working Americans and their families face legal issues on almost a daily basis. The study indicated that 57 million full-time working Americans experienced "at least one significant legal event in the past 12 months, but only 60% of those who experienced such an event actually sought out the services of a lawyer to help them."

We believe our proposed Legal Services voluntary benefit for James Madison University staff and employees is a compelling offering that will bring peace of mind to your employees. Unexpected legal questions arise every day, creating stress and distraction for employees and lost productivity for your organization. With LegalShield on your employees' side, they will have access to a quality law firm 24/7, for covered personal situations.

LegalShield (formerly known as Pre-Paid Legal Services, Inc.) was one of the first companies in North America to offer legal plans. Since 1972, we have been the leader in developing, marketing and administering unique legal service products. From real estate to speeding tickets to Will preparation, and beyond, LegalShield is here to help your employees with any personal legal matter—no matter how traumatic or how trivial it may seem. Because our dedicated law firms are prepaid, their sole focus is on serving your employees, rather than billing them or your organization. LegalShield's nationwide attorney network and our experience with designing and administering legal service plans clearly sets us apart from other legal services benefit providers.

LegalShield is committed to providing James Madison University and its staff and employees with a cost effective, reliable group legal service plan that can increase the value of your voluntary benefit package and meet your administrative requirements, while bringing peace of mind to your people. You will find our legal service product can benefit James Madison University at little or no cost to the company.

After reviewing this proposal if you have any questions or concerns, we can be reached using the contact information on the proposal cover sheet.

Best regards,

Kathleen L. Norman

Kathleen L. Norman
Director, Bids & Proposals
LegalShield

Ken Roebuck

Ken Roebuck
Independent Associate, Business VP, Virginia
LegalShield

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REQUEST FOR PROPOSAL
RFP # MLO-873

Issue Date: September 10, 2015
Title: Voluntary Employee Benefits
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 p.m. on October 20, 2015 For Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information and Clarification Should Be Directed To: Matasha Owens, MPA, VCO, Buyer Senior Procurement Services, owensml@jmu.edu, 540/568-3137, (Fax) 540/568-7936 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED

In compliance with this Request for Proposal and to all the conditions imposed herein, 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:

Pre-Paid Legal Services, Inc. dba LegalShield

By: 
(Signature in Ink)

One Pre-Paid Way

Name: Kathleen L. Norman
(Please Print)

Ada, OK 74820

Title: Director, Bids & Proposals

Date: October 15, 2015

Phone: 580.272.3253

Web Address: www.legalshield.com

Fax #: 580.310.6893

Email: KathleenNorman@legalshieldcorp.com

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1  #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

YES; NO; IF YES ⇒ ⇒ SMALL; WOMAN; MINORITY IF MINORITY: AA; HA; AsA; NW; Micro

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide Voluntary Employee Benefits for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

LegalShield Response:

No response required.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 20,000 students. The University has approximately 2,800 full-time and 900 part-time faculty and staff. Further information about the University may be found at the following website: <http://www.jmu.edu>.

The JMU Human Resources (HR) Department manages the comprehensive benefits package available to eligible employees of the University, including health, dental, and vision insurance, life insurance, flexible-spending accounts, and retirement plans. In addition, the University provides other optional benefits and services to help enhance employees' work/life wellness, including supplemental insurance and retirement plans.

LegalShield Response:

No response required.

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

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

LegalShield Response:

The LegalShield Independent Associate who will be servicing this account on behalf of LegalShield holds SWaM certification. Please refer to Attachment B for more information.

IV. STATEMENT OF NEEDS

James Madison University (JMU) seeks a Contractor who is an established industry leader in providing voluntary employee benefits to large organizations. Voluntary employee benefits include but are not limited to pet insurance, pre-paid legal assistance, and auto, home, and renters insurance. These optional benefits will be at the sole discretion of all JMU employees, both full-time and part-time, and will be paid by the individual. The University may consider payroll deduction as the method of payment for the resulting contract. The Contractor shall offer the same rate(s) to all JMU employees. Provide a detailed response to each of the following items.

- A. Describe in detail all proposed voluntary employee benefits. Specify any associated costs in Section X. Pricing Schedule. Detail any policy specifications, if applicable, including waiting period, pre-qualification, and other coverage criteria.

LegalShield Response:

At LegalShield, our goal is to create a world where everyone can access legal protection – and everyone can afford it. LegalShield has been offering legal plans to our members for over 40 years. Unexpected legal questions arise every day, creating stress and distraction for employees and lost productivity for your organization. With LegalShield on your employees' side, they will have access to a quality law firm 24/7, for covered personal situations. From real estate to speeding tickets to Will preparation, and beyond, LegalShield is here to help your employees with any personal legal matter—no matter how traumatic or how trivial it may seem. Because our dedicated law firms are prepaid, their sole focus is on serving your employees, rather than billing them or your organization.

The LegalShield Family Plan covers:

- The member
- The member's spouse/ domestic partner
- Never-married dependent children under age 26 living at home
- Dependent children under age 18 for whom the member is legal guardian
- Never married, dependent, children who are full-time college students up to age 26
- Physically or mentally disabled children living at home

The LegalShield Individual Plan covers enrollees who are not married, do not have a domestic partner and do not have minor children or dependents. Family benefits are not available to individual plan members.

Features of the group legal plan include:

- Advice and Consultation: Toll-free phone consultations with your Provider Law Firm for any personal legal matter, even on pre-existing conditions
- Letters and Phone Calls on Your Behalf: Available at the discretion of your Provider Lawyer
- Contract and Document Review: Up to 15 pages each

- 24/7 Emergency Assistance: After-hours legal consultation for covered legal emergencies. Specific coverage depends on plan (e.g. if arrested or detained, if seriously injured, if served with a warrant, or if the state tries to take child(ren)).

Just a few of the matters addressed (which may vary between family/individual plans) include:

- Uncontested Name Change Assistance
- Uncontested Adoption Representation
- Uncontested Separation/Divorce Representation
- Trial Defense Services (Assistance if you or your spouse are named defendant or respondent in a covered civil action filed in court; covered matters/hours vary)
- Standard Will, Living Will, Health Care Power of Attorney Document Preparation
- Residential Loan Document Preparation Assistance (family plan only)
- Mortgage Documents Preparation (as required of the borrower by the lending institution for the purchase of your primary residence)
- Non-criminal moving traffic violation assistance
- Motor vehicle-related criminal charge assistance
- IRS Audit Legal Services Support

Note: Some services are available a specified number of days after enrollment.

In addition, LegalShield members may use their Provider Law Firm for legal situations that extend beyond plan coverage. The additional services are 25% off the law firm’s standard hourly rates.

For a detailed listing of services and covered benefits, as well as policy specifications, please refer to LegalShield Appendix 1, LegalShield Coverage Definition Listing. Associated costs have been outlined in Section X, Pricing Schedule.

- B. Provide contact information for a minimum of three (3) current clients of similar size for whom you provide administration for voluntary employee benefits. Include implementation date, benefits provided, and number of employees served.

LegalShield Response:

The table below lists five current LegalShield clients. This information has also been provided in response to Attachment A, Offeror Data Sheet, Question 2, References.

Client Name	Length of Service	Address	Contact Person/Phone	Effective Date	Benefit Plans	Participating Employees
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Client Name	Length of Service	Address	Contact Person/Phone	Effective Date	Benefit Plans	Participating Employees
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

C. Detail in detail the enrollment process. Include open enrollment period(s) if applicable.

LegalShield Response:

LegalShield has three enrollment options available to group accounts.

- 1) Paper applications can be completed by employees and submitted to LegalShield for processing.
- 2) A group enrollment website can be created for employees to complete an online application that is processed by LegalShield.
- 3) Electronic Enrollment Files can be submitted through a secure file transfer by the group using a standardized file format provided by LegalShield.

Enrollments are processed within 24-48 hours of being received by LegalShield. Once processed, employees will receive a membership packet in the mail within 10-14 days.

D. Describe cancellation policy for the proposed benefits.

LegalShield Response:

In order to cancel, a member must provide written notice. No other paperwork is required.

E. Describe the procedure for timely and accurate processing of claims if applicable. Specify standard turnaround timeframe for all claims. Include a responsive toll-free number for claims assistance.

LegalShield Response:

Claims and claim processing are not required for LegalShield services. Each Provider Law Firm is contracted with and paid directly from LegalShield’s Corporate Office on a per capita basis for all fully covered benefits. Therefore members are not bothered with the responsibility of filling out claim forms for reimbursement when they use the services. Members contact the Provider Law Firms directly to receive benefits with no payment, paperwork or claims involved.

- F. State the name(s) and contact information for the representative(s) that will service JMU. Contact information shall include e-mail, cellular phone, and office phone.

LegalShield Response:

The LegalShield Independent Associate who will service this account will be:

Ken Roebuck
Independent Associate, LegalShield
Business Vice President, Virginia
4240 Portsmouth Blvd, Suite 549
Chesapeake, VA 23321
757.334.1294
Roebuck@legalshieldassociate.com

- G. Describe the firm's plan to provide regularly scheduled on-site visits to JMU at no cost to the University.

LegalShield Response:

Ken Roebuck, our LegalShield Independent Associate, will be present at enrollment and make regular visits to James Madison University as requested by the group. These visits will be at no cost to the University.

- H. Describe the portability of the proposed benefits in the event an employee chooses to keep the benefit after terminating employment with the University or the University decides to discontinue this benefit to employees.

LegalShield Response:

If a member is no longer eligible to continue their membership through your group, the member may choose to continue as an individual at the same group rate. The member will have the option of automatic draft from a checking account or a monthly credit card charge. In addition, if your employee is relocated to another state, the LegalShield Membership can move with them. Plan benefits and/or rates will vary in some states. Members are often given the option to keep the plan they have at the current rate at the time of their relocation.

- I. Describe in detail the firm's plan to market the proposed voluntary employee benefits to JMU faculty and staff. Provide examples of brochures, applications, and other materials.

LegalShield Response:

To implement a voluntary employee benefits, we use an effective three-part strategy.

- First, marketing to employees prior to an onsite meeting, which would include email blasts, and effective placement and distribution of posters and brochures to promote the event.
- Second, the onsite meeting itself, which would include a presentation, Q&A session and additional materials for employees to sign up or take home for later review. These onsite meetings usually generate the highest number of enrollees.

- Third, ongoing communications to encourage/remind 'late adopters' to sign up. LegalShield can provide email templates, payroll stuffers, breakroom posters and brochures to assist JMU in promoting this benefit. In addition, LegalShield can provide a website customized for JMU to further assist employees in taking advantage of LegalShield.

LegalShield Appendix 2, Marketing Samples includes examples of marketing/enrollment materials.

- J. Provide any additional information that would be beneficial in the context of this Request for Proposal.

LegalShield Response:

Our group legal plans are designed to meet the most common legal needs encountered by employees and their families, without adding complex paperwork. From both an employer and employee perspective, our plans are simple to implement and manage because we have:

- No claim forms
- No deductibles
- No time consuming administrative duties
- No cancellation forms
- No long-term contract
- Once a month billing
- Low rates for both individuals and families
- Portable benefits
- Support services available from 7 a.m. - 7 p.m. CST, Monday - Friday to answer any questions.

On-Site Enrollment

The LegalShield Group Benefits Specialist will work with JMU to coordinate and manage all aspects of the enrollment process. In addition, if our plans are offered as an employee benefit, a Group Benefits Specialist will provide on-site enrollment meetings that last only about 15-20 minutes at a time, convenient to both JMU and its employees. During these meetings, the benefits of the membership are outlined, access to the Provider Law Firm is explained, and membership applications are completed. Members will receive a temporary membership card with contact information for their Provider Law Firm as membership benefits begin immediately unless requested that the effective date be postdated. Your employees will then receive their membership kit welcoming them to LegalShield and outlining their benefits in much more detail via email (within two to three days) or to their home address (within two weeks) following enrollment.

Electronic/Web Enrollment

We encourage onsite enrollment meetings when possible as it allows for a question and answer session and generally results in a higher participation rate. However, we understand

this is not always possible. In such cases, we offer a secure, password-protected website to facilitate the enrollment process. If you feel such process would benefit your company, we invite you to visit <http://www.legalshield.com/info/companyanew> to view a sample online enrollment website.

We also offer electronic enrollment. We can accommodate file transmission by FTP, or email and we are also willing to work with a third party. A meeting will be scheduled with the vendor to determine the compatibility of the systems involved and at that time discuss the data that will be required.

No Claim Forms

Because each Provider Firm is contracted with and paid directly from LegalShield's Corporate Office on a per capita basis for all fully covered benefits, members are not bothered with the responsibility of filling out claim forms for reimbursement when they use the services. Members contact their Provider Law Firms directly to receive benefits without concern of cost or the hassle of extra paperwork.

Member Services

Our Member Services Department has a toll-free number available 7 a.m. - 7 p.m. CST, Monday - Friday. We have a toll-free Customer Service number for our members to ensure quality service. Assistance is available in English and Spanish.

Our customer call management system allows us to monitor the quality of our service, which is critical to the providing a great experience to our members. The system reports:

- Calls in queue
- Amount of time on hold
- Number of available consultants
- Average length of calls

In addition, all Members Services lines are recorded and calls are randomly pulled and reviewed to ensure service consistency.

Members may call Member Services when they:

- Have questions about how to use benefits
- Have not received their contract in the mail
- Have a change of address or phone number
- Need to add or remove a person from their membership
- Need a new membership card or contract
- Get married or divorced

Member Resolution

Any communication from our members or their associates concerning a possible service issue is handled immediately by our Member Services representatives. All relevant information is obtained from the member and the communication is documented. Then a trained Law Firm Liaison from our Provider Services department at the Corporate Office will contact the member to review the facts. In addition, the Provider Law Firm is notified of the concern.

In cases where the firm is online, this happens instantaneously. The law firm is required to make a call to the member to ensure them that the Firm is aware of the situation and appropriate action will be taken to provide the member with a timely resolution. The law firm will research their records and report their findings back to the Law Firm Liaison. The Provider Lawyer and Law Firm Liaison will then work with the member to provide satisfactory resolution to the member's concern.

On-Line Accessibility

Members can go to our Members Only Website, www.legalshield.com, to access:

- FAQs
- Information on Provider Law Firms
- Forms Service Center
- Online Video Law Library

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS:

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and five (5) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f below.
 - b. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

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

LegalShield Response:

LegalShield acknowledges these requirements.

2. The version of the solicitation issued by JMU Procurement Services as amended by any addenda is the mandatory controlling version of the document. Any modification of or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement Services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

LegalShield Response:

LegalShield acknowledges this requirement.

3. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions 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 purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the 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.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’ proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document,

line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

LegalShield Response:

LegalShield acknowledges these requirements.

4. Oral Presentation: Offerors who submits a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

LegalShield Response:

LegalShield acknowledges this requirement.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

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

1. Return RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.

LegalShield Response:

LegalShield has completed this requirement as specified.

2. Plan and methodology for providing the goods/services as described in Section IV “*Statement of Needs*” of this Request for Proposal.

LegalShield Response:

LegalShield has provided information related plan and methodology for providing goods/services in Section IV, Statement of Needs.

3. A written narrative statement to include, but not limited to the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.

LegalShield Response:

LegalShield has provided information related to expertise, qualifications and experience in Attachment A, Offeror Data Sheet, Question 1, “Qualifications of Offeror”). Resumes have been provided in **Appendix 3, Resumes/Bios**.

4. Offeror Data Sheet, included as Attachment A to this RFP.

LegalShield Response:

Attachment A, Offeror Data Sheet, has been completed as instructed.

5. Small Business Subcontracting Plan, included as Attachment B to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (DSBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (DSBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.

LegalShield Response:

Attachment B, Small Business Subcontracting Plan, has been completed as instructed.

6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.

LegalShield Response:

LegalShield currently has one VASCUPP Member Institution (Radford University) and one Associate Member Institution (Longwood University) as active employee groups using our services. LegalShield does not typically disclose this type of information during a public sector solicitation but will share this information separately with decision makers if we are 'short-listed' for this opportunity.

7. Proposed Cost. See Section X. "Pricing Schedule" of this Request for Proposal.

LegalShield Response:

Proposed Cost has been provided in Section X, "Pricing Schedule" as instructed. Please refer to Section X, "Pricing Schedule".

VI. EVALUATION and AWARD CRITERIA

A. EVALUATION CRITERIA:

Proposals shall be evaluated by James Madison University using the following criteria:

1. Quality of products/services offered and suitability for the intended purposes.
2. Qualifications and experience of Offeror in providing the goods/services.
3. Specific plans or methodology to be used to perform the services.
4. Participation of Small, Women-Owned and Minority (SWAM) Businesses
5. Cost

- B. **AWARD TO MULTIPLE OFFERORS:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

LegalShield Response:

The following table provides cross-references for the stated evaluation criteria:

Evaluation Criteria	Section	Page #
Quality of products/services offered and suitability for the intended purposes	Section IV, Statement of Needs	2-8
	LegalShield Appendix 1, LegalShield Coverage Definition Listing	39+ (non-sequential page numbering due to inserted document)
	LegalShield Appendix 2, Marketing Samples	40+ (non-sequential page numbering due to inserted document)
	LegalShield Appendix 4, Provider Law Firms	43-45

Evaluation Criteria	Section	Page #
Qualifications and experience of Offeror in providing the goods/services	Attachment A, Offeror Data Sheet	33-34
	LegalShield Appendix 3, Resumes/Bios	41-43
Specific plans or methodology to be used to perform the services	Section IV, Statement of Needs	2-8
	LegalShield Appendix 1, LegalShield Coverage Definition Listing	39+ (non-sequential page numbering due to inserted document)
	LegalShield Appendix 2, Marketing Samples	40+ (non-sequential page numbering due to inserted document)
	LegalShield Appendix 4, Provider Law Firms	43-45
Participation of Small, Women-Owned and Minority (SWAM) Businesses	Attachment B, SWaM Utilization Plan	36-37
Cost	Section X, Pricing	32

VII. GENERAL TERMS AND CONDITIONS (Revised 8/18/15 ABS)

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.

LegalShield Response:

LegalShield acknowledges this requirement.

- 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. The Contractor shall comply with applicable federal, state and local laws and regulations.

LegalShield Response:

LegalShield acknowledges these requirements.

- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). 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. (*§6 of the Rules Governing Procurement*)

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

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

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

LegalShield Response:

LegalShield acknowledges these requirements.

- 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.

LegalShield Response:

LegalShield acknowledges these requirements.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

LegalShield Response:

LegalShield acknowledges these requirements.

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

LegalShield Response:

LegalShield acknowledges these requirements.

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

LegalShield Response:

LegalShield acknowledges these requirements.

- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

LegalShield Response:

LegalShield acknowledges these requirements.

- 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 revisions to the solicitation will be made only by addendum issued by the buyer.

LegalShield Response:

LegalShield acknowledges these requirements.

J. **PAYMENT:**

1. To Prime Contractor:

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

Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53 ; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

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

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

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

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

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

LegalShield Response:

LegalShield acknowledges these requirements.

K. **PRECEDENCE OF TERMS:** : Paragraphs A through J of these General Terms and Conditions and the 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.

LegalShield Response:

LegalShield acknowledges these requirements.

- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth 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 Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth 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.

LegalShield Response:

LegalShield acknowledges these requirements.

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

LegalShield Response:

LegalShield acknowledges these requirements.

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

LegalShield Response:

LegalShield acknowledges these requirements.

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

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or

- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia 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.

LegalShield Response:

LegalShield acknowledges these requirements.

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

LegalShield Response:

LegalShield acknowledges these requirements.

- Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>). The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement 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 and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*

LegalShield Response:

LegalShield acknowledges these requirements.

- 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 purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

LegalShield Response:

LegalShield acknowledges these requirements.

- 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; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

LegalShield Response:

LegalShield acknowledges these requirements.

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

LegalShield Response:

LegalShield acknowledges these requirements.

- U. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: 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 procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
- (i) Department of Small Business and Supplier Diversity (DSBSD)-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not Department of Small Business and Supplier Diversity (DSBSD)-certified Small Businesses: 1%, capped at \$1,500 per order.

For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 60 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.

LegalShield Response:

LegalShield acknowledges these requirements.

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

LegalShield Response:

LegalShield acknowledges these requirements.

- W. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

LegalShield Response:

LegalShield acknowledges these requirements.

- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

LegalShield Response:

LegalShield acknowledges these requirements.

VIII. SPECIAL TERMS AND CONDITIONS

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

LegalShield Response:

LegalShield acknowledges these requirements.

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

LegalShield Response:

LegalShield acknowledges these requirements.

C. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____
Name of Offeror Due Date Time

Street or Box No. RFP Number

City, State, Zip Code RFP Title

Name of Purchasing Officer: _____

The envelope should be addressed as directed on the title page of the solicitation.

The offeror takes the risk that if the envelope is not marked as described above, it 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 issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

LegalShield Response:

LegalShield acknowledges these requirements.

D. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the issuing office by 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 issuing office. Proposals received in the issuing office

after the date and hour designated are automatically non-responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.

LegalShield Response:

LegalShield acknowledges this requirement.

- E. **UNDERSTANDING OF REQUIREMENTS:** It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University 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 Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries 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 Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/ 568-7936 or 540/568-7935.

LegalShield Response:

LegalShield acknowledges this requirement.

- F. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

LegalShield Response:

LegalShield acknowledges these requirements.

- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

LegalShield Response:

LegalShield acknowledges this requirement.

- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

LegalShield Response:

LegalShield acknowledges this requirement.

- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (*to include go vernment/state agencies, political s ubdivisions, etc.*), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

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

LegalShield Response:

LegalShield acknowledges these requirements.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a Department of Small Business and Supplier Diversity (DSBSD)-certified small business and 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 DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/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 Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals. 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 DSBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. 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 contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (DSBSD) certification number or FEIN 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 agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (DSBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

LegalShield Response:

LegalShield acknowledges these requirements.

- K. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and 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 of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

LegalShield Response:

LegalShield acknowledges this requirement.

- L. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

LegalShield Response:

LegalShield acknowledges this requirement.

- M. **PUBLIC POSTING OF COOPERATIVE CONTRACTS:** James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.

LegalShield Response:

LegalShield acknowledges this requirement.

- N. **CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY:** The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University

campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.

LegalShield Response:

LegalShield acknowledges this requirement.

- O. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the 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.

LegalShield Response:

LegalShield acknowledges this requirement.

- P. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

LegalShield Response:

LegalShield acknowledges this requirement.

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

LegalShield Response:

LegalShield acknowledges this requirement.

- R. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to

faculty and staff will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

LegalShield Response:

LegalShield acknowledges this requirement. As an industry leader in the provision of ID Theft security and restoration services, LegalShield has implemented high standards of information security, especially in the area of protecting the Personally Identifiable Information of our clients' employees.

IX. METHOD OF PAYMENT (Revised 2/5/15) ABS

The contractor will be paid on the basis of invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers. We are asking our vendors and suppliers to enroll in the Wells Fargo Bank single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Wells Fargo Bank single use Commercial Card Number process will receive the benefit of being paid in Net 15 days. Additional information is available online at: http://www.jmu.edu/acctgserv/expenditures/vendor_pay_methods.shtml

LegalShield Response:

LegalShield acknowledges this recommendation.

X. PRICING SCHEDULE

The offeror shall provide rates for all proposed voluntary employee benefits including individual and family plans, the cost of any add-on services, or additional offerings. Specify any enrollment fees if applicable.

LegalShield Response:

The following table outlines the proposed price for Legal Services as a voluntary benefit for JMU employees. Rate quoted will not change based on actual enrollment.

Plan Type	Monthly Rate	Discounts	\$10 Enrollment Fee
Individual Legal Plan	\$14.95	Discounted from \$17.95 per month for Group	Waived for Group
Family Legal Plan	\$15.95	Discounted from \$19.95 per month for Group	Waived for Group

LegalShield makes every effort to minimize, if not eliminate, any additional cost to the group for providing our benefit to its employees.

- Promotional and enrollment materials are provided at no cost to the group.
- There are no long term contracts.
- If the group chooses electronic enrollment, the site is set up for free.
- A customized information website can be set up at no cost to the group.

Since LegalShield has already been chosen to provide ID Theft Services (“IDShield”) to University employees, the following rates would apply if both LegalShield and IDShield were selected by the employee as voluntary benefits.

Plan Type	Monthly Rate	Discounts	\$10 Enrollment Fee
Individual Legal Plan and IDShield	\$23.40	When an employee selects both Legal and ID Theft through group, the total savings is \$4.50 per month	Waived for Group
Family Legal Plan and IDShield	\$28.90	When an employee selects both Family Legal and IDShield on payroll deduct, the total savings is \$11.00	Waived for Group

XII. ATTACHMENT A: Offeror Data Sheet

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.

LegalShield Response:

Everyone deserves legal protection. At LegalShield, we've been offering legal plans to our members for over 40 years, creating a world where everyone can access legal protection—and everyone can afford it.

As one of the first companies in North America to provide legal expense plans to consumers, we now provide legal services to over 1.4 million families across the U.S. and Canada—representing approximately 4 million people. And with over 650 LegalShield employees dedicated to serving you and your employees, our promise remains the same: to provide outstanding legal services by quality law firms at an affordable price.

Our goal is to revolutionize the way legal services are delivered in North America by providing access to quality law firms for individuals and families. Everyone deserves legal protection and with LegalShield everyone can access it.

Our Corporate Office is headquartered Ada, Oklahoma. Our facilities consist of a 177,000 square foot, state-of-the-art complex that houses all internal and administrative functions including membership processing, billing and payment applications, customer service, and attorney monitoring and support.

As a market leader providing legal plans and services since 1972, LegalShield offers family plans, specialized professional and group plans, and business plans through a network of independent law firms under contract with our company. The concept of using Provider Law Firms is unique and innovative and this sets us apart from other legal plans.

LegalShield gives your employees the ability to talk to an attorney on any personal legal matter without worrying about the hourly costs. For a flat monthly fee, they can access legal advice, no matter how traumatic or trivial the issue. That is why under the protection of LegalShield your employees and their families can live life worry-free, every day, every night, now and forever.

Over 1.4 million North American families rely upon access to quality legal services provided by LegalShield. This allows us to negotiate comprehensive legal services with dedicated law firms nationwide at a fraction of what they traditionally cost. Because of this our attorneys are not waiting to get paid, instead they are prepaid; they are motivated to treat all of our members and their needs equally.

The Provider Law Firm in each state (with two in Florida) has been contracted with LegalShield to provide the benefits to the member as outlined in the membership contract. This structure allows for ninety-nine percent (99%) of the membership base to be online with the Corporate Office and though client/attorney confidentiality is never breached, it allows for extensive monitoring and follow-up directly with the Provider Law Firms to ensure service standards are being met.

With the help of our Provider Law Firms, LegalShield works with thousands of lawyers to provide legal services across the continental United States, Hawaii, the District of Columbia, and the Canadian provinces of Alberta, British Columbia, Manitoba, and Ontario whom all work toward a common goal, total access - total freedom, for your employees.

In addition, LegalShield can be counted on to continue to introduce innovative products and services. In 2003, our company began a joint marketing agreement with Kroll Background America, well known experts in the field of identity theft restoration. The Identity Theft Shield Safeguard for Minors plan was made available in 2010. Unlike many identity theft programs on the market, the Identity Theft Shield plan offers not only credit monitoring, but also identity restoration in the event identity theft does take place. (James Madison University has already opted to take advantage of our IDShield plan for its employees.)

- YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

LegalShield Response:

Years 43 Months _____

- REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

LegalShield Response:

The table below lists five current LegalShield clients. This information has also been provided in response to Question III.B.

Client Name	Length of Service	Address	Contact Person/Phone	Effective Date	Benefit Plans	Participating Employees
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

- List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

LegalShield Response:

Pre-Paid Legal Services, Inc., dba LegalShield, One Pre-Paid Way, Ada, OK 74820.

Additional customer service call centers are located in Antlers, OK and Duncan, OK.

The Provider Law Firm for the Commonwealth of Virginia is Framme Law Firm which is located at 6800

Paragon Place, Suite 233, One Paragon Place, Richmond, VA 23230.

5. RELATIONSHIP WITH THE COMMONWEALTH 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 2.2-3100 – 3131?

LegalShield Response:

[] YES [X] NO

IF YES, EXPLAIN: _____

RETURN OF THIS PAGE IS REQUIRED

XIII. ATTACHMENT B: Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: Pre-Paid Legal Services, Inc., dba LegalShield
Preparer Name: Kathleen L. Norman, Director, Bids & Proposals
Date: 10/15/2015

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (DSBSD)? Yes _____ No X

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (DSBSD)? Yes _____ No X

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (DSBSD)? Yes _____ No X

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (DSBSD)? Yes _____ No X

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, 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.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (DSBSD) to be counted in the SWAM program. Certification applications are available through DSBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: **Request for Proposal # MLO-873 for Voluntary Employee Benefits**

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
for this Bid/Proposal and Subsequent Contract

10/15/2015
Date Form Completed

Offeror / Proposer:

Pre-Paid Legal Services, Inc., dba LegalShield
Firm

One Pre-Paid Way, Ada, OK 74820
Address

Kathleen Norman / 580-272-3253
Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	DSBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)
The Roebuck Group LLC	Ken Roebuck 757-334-1294	SWaM Number: 698707	Materials and servicing for account	16% commission on membership fees	

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

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XIV. ATTACHMENT C: Standard Contract

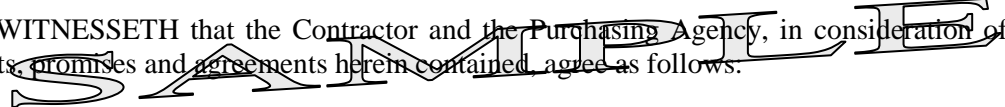


**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

This contract entered into this _____ day of _____, 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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



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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations summary dated _____.

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

LegalShield Response:

LegalShield acknowledges receipt of this sample.

XV. LEGALSHIELD APPENDIX 1, Legalshield Coverage Definition Listing

LegalShield Coverage Definition Listing



Advice & Consultation

Provider Network

Attorney Advice & Consultation

Covered

LegalShield gives the member the ability to talk to an attorney on any of his or her personal legal matters without worrying about high hourly rates. The monthly membership fee provides access to legal advice on any legal matter, no matter how traumatic or trivial the issue.

Under this service, an attorney from the Provider Law Firm will discuss the situation with the member, explain the member's rights and options and recommend a course of action.

Letters and Phone Calls Written/Made on the Member's Behalf

Covered

If, after researching the member's legal situation, the Provider Law Firm handling the matter feels the best course of action to resolve the issue is to make a phone call or write a letter on the member's behalf the Provider Law Firm will do so at no additional cost to the member.

Personal Document Review

Covered

Our document review service provides members access to the Provider Law Firm for review of any legal documents that are 15 pages in length or less to include, but not limited to:

- Affidavits
- Deeds
- Demand letters
- Mortgages
- Notes
- Leases
- Contracts

Trial Defense

Covered

The membership provides representation to a member who is a defendant in a covered civil action. The Provider Law Firm will provide advice and consultation regarding civil litigation matters and answer general questions. More specific services including representation in court and negotiation of settlement will be provided through the schedule of hours (see next page). Assistance needed past the schedule of hours will be provided under the preferred member discount.

The Provider Law Firm will provide these same services to the member's spouse as a defendant for a covered civil action through the schedule of hours (see next page). Assistance needed past the schedule of hours will be provided under the preferred member discount.

Please note the time required to give notice to courts to file an answer varies by state. You should consult with your Provider Law Firm as soon you are aware of a legal matter. This is a general overview of the Legal Plan coverage for illustration purposes only. This plan is not available in all states. See a plan contract for complete terms, coverage, amounts, conditions and exclusions for your state of residence.

If additional legal services are necessary beyond the amount of coverage provided based on the contract provisions then the member is entitled to the preferred member discount. The Provider Law Firm is the law firm designated by LegalShield to represent its members in your geographic area, and the Provider Law Firm may designate other law firms to provide covered services.

Marketed by: Pre-Paid Legal Services, Inc. dba LegalShield® and subsidiaries; Pre-Paid Legal Casualty®, Inc.; Pre-Paid Legal Access, Inc.; In FL: Pre-Paid Legal Services, Inc. of Florida; In VA: Legal Service Plans of Virginia; and PPL Legal Care of Canada Corporation

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The action must be filed in a state or federal district court. The Provider Law Firm will provide services under the following schedule of hours based on membership year:

Covered

Year	Pre-Trial Hours	Trial Hours	Total Hours
1	2.5	57.5	60
2	3.0	117	120
3	3.5	176.5	180
4	4.0	236	240
5	4.5	295.5	300



Uncontested Adoption Representation

Covered

The Provider Law Firm will provide representation for an uncontested adoption. Uncontested adoptions require:

- All parties agree in writing to the adoption
- All required consents are attainable and are not contested or challenged

This service is available 90 consecutive days from the effective date of the membership.

Contested Adoption

Covered

The Provider Law Firm will provide advice and consultation on how to obtain a birth certificate for the adopted child and answer questions related to adoption, such as:

- Financing your adoption
- The difference between interstate adoption and international adoptions
- Open versus closed adoptions
- Stepparent adoptions
- Surrogacy issues
- Re-adoption

More specific services will be provided under the preferred member discount such as:

- Obtaining the necessary consent of the parent who is giving up the child
- Filing the adoption petition
- Obtaining a new birth certificate indicating the new parent or parents

More specific services and representation in court will be provided under the preferred member discount.

Child Custody/Child Support

Covered

The Provider Law Firm will provide advice and consultation on child custody and child support, such as:

- Statutory rights to/obligations of child support and custody
- Steps and procedures to initiate or modify child support
- Process and options to collect unpaid child support
- Rules, procedures and options for visitation and custody
- Collecting unpaid back child support
- What to expect in court

More specific services and representation in court will be provided under the preferred member discount.

Please note the time required to give notice to courts to file an answer varies by state. You should consult with your Provider Law Firm as soon you are aware of a legal matter. This is a general overview of the Legal Plan coverage for illustration purposes only. This plan is not available in all states. See a plan contract for complete terms, coverage, amounts, conditions and exclusions for your state of residence.

If additional legal services are necessary beyond the amount of coverage provided based on the contract provisions then the member is entitled to the preferred member discount. The Provider Law Firm is the law firm designated by LegalShield to represent its members in your geographic area, and the Provider Law Firm may designate other law firms to provide covered services.

Marketed by: Pre-Paid Legal Services, Inc. dba LegalShield® and subsidiaries; Pre-Paid Legal Casualty®, Inc.; Pre-Paid Legal Access, Inc.; In FL: Pre-Paid Legal Services, Inc. of Florida; In VA: Legal Service Plans of Virginia; and PPL Legal Care of Canada Corporation





Guardianship or Conservatorship

Covered

The Provider Law Firm will provide advice and consultation on guardianship and conservatorship. Some examples are:

- How to determine if someone needs guardianship/conservatorship
- Am I eligible to be a guardian/conservator?
- What is temporary and permanent guardianship?
- When are guardianships available or necessary?

More specific services and representation in court will be provided under the preferred member discount.

Protection from Domestic Violence

Covered

The Provider Law Firm will provide advice, consultation and document review on issues regarding protection from domestic violence, victim protective orders, temporary restraining orders and similar issues. Also, the Provider Law Firm will provide advice on necessary filing of documentation with the appropriate police and county or district attorney's office.

More specific coverage will be provided under the preferred member discount.

Juvenile Court Defense

Covered

The Provider Law Firm will provide advice and consultation on juvenile court matters, including advice on state and local laws such as:

- Truancy
- Running away from home
- When to report Abuse/Neglect

More specific services and representation in court will be provided under the preferred member discount.

Uncontested Name Change Representation

Covered

The Provider Law Firm will provide advice, consultation and representation for uncontested name changes. The Provider Law Firm will:

- Confirm all consents are attainable and that the name change is not contested/challenged
- Prepare for and attend, if required, the initial hearing to obtain the change in name
- Court costs and fees are the responsibility of the member.

This service is available 90 consecutive days from the effective date of the membership.

Contested Name Change

Covered

The Provider Law Firm will provide advice and consultation on name changes such as:

- When and how to legally change a name
- An explanation of the documentation and information necessary
- The court process

More specific services and representation in court will be provided under the preferred member discount.

Please note the time required to give notice to courts to file an answer varies by state. You should consult with your Provider Law Firm as soon you are aware of a legal matter. This is a general overview of the Legal Plan coverage for illustration purposes only. This plan is not available in all states. See a plan contract for complete terms, coverage, amounts, conditions and exclusions for your state of residence.

If additional legal services are necessary beyond the amount of coverage provided based on the contract provisions then the member is entitled to the preferred member discount. The Provider Law Firm is the law firm designated by LegalShield to represent its members in your geographic area, and the Provider Law Firm may designate other law firms to provide covered services.

Marketed by: Pre-Paid Legal Services, Inc. dba LegalShield® and subsidiaries; Pre-Paid Legal Casualty®, Inc.; Pre-Paid Legal Access, Inc.; In FL: Pre-Paid Legal Services, Inc. of Florida; In VA: Legal Service Plans of Virginia; and PPL Legal Care of Canada Corporation





Prenuptial Agreement

Covered

The Provider Law Firm will provide advice and consultation and review prenuptial agreements and provide an explanation to questions such as:

- When is a prenup needed?
- Is a prenup enforceable in my state?
- How do I protect my children in a prenup?

More specific services and representation in court will be provided under the preferred member discount.

Uncontested Divorce Representation

Covered

The Provider Law Firm will provide advice, consultation and representation. The divorce must meet the following requirements to be considered uncontested:

- Member and member's spouse are not represented by counsel
- All issues are agreed upon in writing requiring no negotiating by the Provider Law Firm
- Net assets of the marriage do not exceed \$500,000

Division of retirement benefits is available at the 25% discount. This service is available 90 consecutive days from the effective date of the membership.

Contested Divorce

Covered

The Provider Law Firm will provide advice, consultation and document review. They will also address the following:

- The distinction between a Contested and Uncontested divorce
- Considerations of children and custody in divorce
- General outline of state laws on division of property
- The court process and timing involved in a divorce proceeding and what steps can be taken to speed up the process and reduce the cost.

More specific services and representation in court will be provided under the preferred member discount.

Uncontested Separation Representation

Covered

The Provider Law Firm will provide advice, consultation and representation for uncontested legal separation or uncontested civil annulment, including:

- Whether your state recognizes a legal separation and the requirements for a separation
- Considerations of children and custody in divorce
- General outline of state laws on division of property

This service is available 90 consecutive days from the effective date of the membership.

Please note the time required to give notice to courts to file an answer varies by state. You should consult with your Provider Law Firm as soon you are aware of a legal matter. This is a general overview of the Legal Plan coverage for illustration purposes only. This plan is not available in all states. See a plan contract for complete terms, coverage, amounts, conditions and exclusions for your state of residence.

If additional legal services are necessary beyond the amount of coverage provided based on the contract provisions then the member is entitled to the preferred member discount. The Provider Law Firm is the law firm designated by LegalShield to represent its members in your geographic area, and the Provider Law Firm may designate other law firms to provide covered services.

Marketed by: Pre-Paid Legal Services, Inc. dba LegalShield® and subsidiaries; Pre-Paid Legal CasualtySM, Inc.; Pre-Paid Legal Access, Inc.; In FL: Pre-Paid Legal Services, Inc. of Florida; In VA: Legal Service Plans of Virginia; and PPL Legal Care of Canada Corporation

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Contested Separation

Covered

The Provider Law Firm will provide advice and consultation on separation and civil annulments, including:

- Whether your state recognizes a legal separation and the requirements for a separation
- The affect of an annulment on your family, business and children
- What paperwork and legal proceedings are required for separations and annulments
- What decisions need to be made

More specific services and representation in court will be provided under the preferred member discount.

Elder Law Matters

Covered

The Provider Law Firm will provide advice, telephone consultation and document review to members on elder law matters as it relates to the member, including what protections are available to senior citizens under state or local laws and rights and obligations under Medicare or Medicaid, and general legal information on nursing home options.

Immigration Matters

Covered

The Provider Law Firm will provide advice, telephone consultation and document review to members on immigration issues, such as:

- How to request citizenship, or a work or student Visa
- The validity and duration of Visas and other papers

This service also includes the Provider Law Firm writing a letter or making a phone call on behalf of the member. The Firm will review documents (up to 15 pages in length per document) that relate to immigration. More specific services will be provided under the preferred member discount.

Incompetency Defense

Covered

The Provider Law Firm will provide advice and consultation on any incompetency action and the legal necessity and requirements of any proceeding to determine or assess competency, and how mental or physical competency may be relevant in estate matters or guardianship matters. More specific services will be provided under the preferred member discount.



Driver's License Recovery

Covered

The service provides a total of 2 1/2 hours of attorney time at no additional charge in each of the following situations: member has been denied a driver's license or a driver's license has been cancelled, suspended or revoked by the Department of Public Safety or Department of Motor Vehicles where a right to appeal is provided by the statute; when legal assistance is needed to reinstate or maintain a driver's license because of job related matters; and when legal assistance is needed to reinstate or maintain a driver's license because of medical reasons. Service is available 15 days after enrollment and requires the vehicle is licensed personal or non-commercial vehicle.

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Moving Traffic Violations

Covered

The service provides defense of all covered non-criminal moving traffic violations. The Provider Law Firm must have five business days' notice for court representation. Service is available 15 days after enrollment and requires the vehicle is licensed personal or non-commercial vehicle.

Accidents

Covered

This service provides defense of the member by the Provider Law Firm on any criminal charge for manslaughter, involuntary manslaughter, negligent homicide, or vehicular homicide, arising from the permitted use of a licensed motor vehicle. Service is available 15 days after enrollment and requires the vehicle is licensed personal or non-commercial vehicle.

Property Damage Assistance

Covered

The Provider Law Firm will provide the member with assistance up to, but not including, the filing of a lawsuit, to collect property damage claims of \$5,000 or less for property damages received as a result of the member driving, riding in or being struck by a motor vehicle. Service is available 15 days after enrollment and requires the vehicle is licensed personal or non-commercial vehicle.

 Estate Issues

Provider Network

Wills and Codicils (Including Testamentary Trust for Minor Child)

Covered

The member is entitled to have a standard last Will and testament prepared by the Provider Law Firm. The Provider Law Firm will provide a testamentary trust for a minor child if it is included in the Will. The Provider Law Firm also provides annual reviews and makes any necessary changes each membership year. Wills for covered family members are included in the price of the membership.

Living Wills or Healthcare Directives

Covered

Living Wills are prepared for the member and spouse by the Provider Law Firm.

Health Care Powers of Attorney

Covered

Health Care Powers of Attorney are prepared for the member and spouse by the Provider Law Firm.

Trusts

Covered

The Provider Law Firm will provide advice and consultation on the types of trusts available (including revocable or living trust), and the general reasons to create a trust to protect family or assets. More specific services and trust document preparation will be provided under the preferred member discount.

Please note the time required to give notice to courts to file an answer varies by state. You should consult with your Provider Law Firm as soon you are aware of a legal matter. This is a general overview of the Legal Plan coverage for illustration purposes only. This plan is not available in all states. See a plan contract for complete terms, coverage, amounts, conditions and exclusions for your state of residence.

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Statutory Powers of Attorney

Covered

The Provider Law Firm will provide advice and consultation on the types of Powers of Attorney. Such documents can give someone power or rights to make certain decisions on your behalf. More specific services and preparation of Powers of Attorney will be provided under the preferred member discount.



Bankruptcy

Covered

The Provider Law Firm will provide advice, telephone consultation and document review for personal bankruptcy, including the requirements for filing any bankruptcy and any plan of reorganization, and the necessary documentation required for any bankruptcy filing. The Provider Law Firm, at their discretion, will review documents up to 15 pages and counsel the member to see if he/she is eligible to file bankruptcy.

More specific services and representation in court will be provided under the preferred member discount.

Consumer Protection Assistance

Covered

This service also includes the Provider Law Firm writing a letter or making a phone call on behalf of the member when deemed appropriate and helpful by the Provider Law Firm. The Provider Law Firm will provide representation to the member or member's spouse as a defendant for a covered civil action, including but not limited to situations such as:

- Real Estate
- Insurance
- Construction
- Consumer goods and services

The action must be filed in a state or federal district court. The Provider Law Firm will provide services under the schedule of hours based on membership year. Please see the Trial Defense section for more details.



Debt Collection Defense

Covered

The Provider Law Firm will engage with any creditor to limit creditor harassment prior to a civil litigation being filed. The Provider Law Firm will represent the member in the defense of a covered action for foreclosure, repossessions or debt collection based upon the number of hours available as defined by the membership year, as long as there is a meritorious defense. For example, the first membership year has up to 60 trial hours with 2.5 hours of pre-trial. The action must be filed in a state or federal district court. The Provider Law Firm will provide services under the schedule of hours based on membership year. Please see the Trial Defense section for more details.

Please note the time required to give notice to courts to file an answer varies by state. You should consult with your Provider Law Firm as soon you are aware of a legal matter. This is a general overview of the Legal Plan coverage for illustration purposes only. This plan is not available in all states. See a plan contract for complete terms, coverage, amounts, conditions and exclusions for your state of residence.

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Civil Lawsuits

Covered

The Provider Law Firm will provide representation to the member or member's spouse as a defendant for a covered civil action including but not limited to situations such as:

- Real Estate
- Insurance
- Construction
- Consumer goods and services

The action must be filed in a state or federal district court. The Provider Law Firm will provide services under the schedule of hours based on membership year. Please see the Trial Defense section for more details.

IRS Audit Representation

Covered

Representation when you receive written notice of a covered investigation, examination or audit or when required to appear at the IRS office.

Members receive one hour of consultation, advice or assistance when notified of an audit or official notice by the IRS of examination in your office, home, or a local IRS office. The member will receive an additional 2.5 hours if settlement is not achieved within 30 days. If the case goes before a court, the member will receive 46.5 hours of Provider Law Firm services. Coverage for this service begins with the tax return due April 15 of the year the member enrolls.

IRS Collection Defense

Covered

The Provider Law Firm will provide advice, consultation and document review, including advice regarding offers in compromise and payment arrangements, when you receive written notice that the Internal Revenue Service intends to collect past due taxes.

Identity Theft Defense

Covered

Our Provider Law Firm will provide advice and consultation on identity theft matters involving creditor actions. The Provider Law Firm will provide a phone call or letter to creditors, credit bureaus and financial institutions. They will also answer questions such as:

- Obtaining copies of documents related to theft
- Stopping collection of the fraudulent debts
- Placing fraud alerts on credit files
- Working with credit reporting agencies to block further fraudulent reports
- Dispute fraudulent information, investigate information and fix reports

More specific services will be provided under the preferred member discount.

Post Judgment Matters

Covered

The Provider Law Firm will provide advice and consultation on post judgment matters and answer general questions such as:

- Telephone consultation after a judicial proceeding to review a judgment or discuss how to execute on a judgment
- The right of appeal, or how to collect or garnish a judgment debtor, and when appropriate how to modify a judgment

More specific services will be provided under the preferred member discount.

Please note the time required to give notice to courts to file an answer varies by state. You should consult with your Provider Law Firm as soon you are aware of a legal matter. This is a general overview of the Legal Plan coverage for illustration purposes only. This plan is not available in all states. See a plan contract for complete terms, coverage, amounts, conditions and exclusions for your state of residence.

If additional legal services are necessary beyond the amount of coverage provided based on the contract provisions then the member is entitled to the preferred member discount. The Provider Law Firm is the law firm designated by LegalShield to represent its members in your geographic area, and the Provider Law Firm may designate other law firms to provide covered services.

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Small Claims Assistance

Covered

This service provides phone advice and consultation for small claims proceedings including review of pleadings as allowed by state regulations, procedure, etc. The small claim action must be filed in a state or federal district court. The Provider Law Firm will provide services under the same schedule of hours as Trial Defense section.

- Advice and counseling in the filing and presentation of a claim as a plaintiff in a Small Claims Court.
- Advice and counseling in the defense of a claim in a Small Claims Court.
- This applies to representation of a member as a defendant in a Small Claims Court in states which permit a party to be represented by an attorney in proceedings.



Property Disputes and Questions

Covered

The Provider Law Firm will provide advice, consultation and document review for all personal real estate matters including:

- Boundary or title disputes
- Landlord/tenant issues
- Security deposit disputes
- Property tax assessments
- Home equity loans
- Mortgage issues

More specific services will be provided under the preferred member discount.

Foreclosure, Repossession and Garnishment Defense

Covered

The Provider Law Firm will provide assistance including advice concerning any creditor issue to limit creditor harassment. The Provider Law Firm may represent the member in the defense of a covered lawsuit in state or federal district court for foreclosure, repossessions or debt collection based upon the number of hours available as defined by the membership year, as long as, in the provider’s independent judgment, there is a meritorious defense. For example, the first membership year has up to 60 trial hours with 2.5 hours of pre-trial.

Tenant Rental Issues

Covered

Enforcement and defense against covered disputes with your landlord about your rights, agreement or obligations as a renter/tenant for your primary residence including coverage for tenant eviction defense.

The action must be filed in a state or federal district court. The Provider Law Firm will provide services under the schedule of hours based on membership year. Please see the Trial Defense section for more details.

Property Tax Assessment

Covered

The Provider Law Firm will provide advice, consultation and document review on property tax assessment issues, such as tax assessment review or appraisal by state or local tax authorities, or the annual assessment in connection with the sale or purchase of a home.

Please note the time required to give notice to courts to file an answer varies by state. You should consult with your Provider Law Firm as soon you are aware of a legal matter. This is a general overview of the Legal Plan coverage for illustration purposes only. This plan is not available in all states. See a plan contract for complete terms, coverage, amounts, conditions and exclusions for your state of residence.

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Boundary-Title Disputes

Covered

The Provider Law Firm may represent the member in the defense of a covered lawsuit in state or federal district court for boundary-title disputes (such as a dispute over the ownership or size or description of real property, a review of deed, plat maps or title rights, and disputes relating to easements or encroachments) based upon the number of hours available as defined by the membership year, as long as, in the provider’s independent judgment, there is a meritorious defense. For example, the first membership year has up to 60 trial hours with 2.5 hours of pre-trial. More specific services and representation in court will be provided under the preferred member discount.

Additional Benefits **Provider Network**

Zoning Applications

Covered

The Provider Law Firm will provide advice, consultation and document review on zoning applications, which includes advice on county, city or state codes and ordinances and the general process for obtaining necessary variances or permits or licenses; review of building or construction codes of real property.

Residential Loan Document Assistance

Covered

Our residential loan document assistance service provides the member and spouse with any and all residential loan documents that are required by the lending institution, but not provided or prepared by the lending institution, to be prepared by the Provider Law Firm. This service provides assistance for mortgages, notes, deeds on the primary residence. Review of documents that have already been prepared by the lending institution will also be provided by the Provider Law Firm.

24/7 Emergency Access

Covered

After-hours legal consultation for covered legal emergencies such as: if the Covered Person is arrested or detained, seriously injured in an motor vehicle accident, served with a warrant, or if the state tries to take the member’s child(ren).

Preferred Member Discount

Covered

As with any benefit, not every item is covered under the detailed benefits. For those areas that are not expressly covered, our members have access to our Provider Law Firms at the 25% discount hourly rate.

Online Video Law Library

Covered

Our Member’s Only website has an online legal library of videos that focus on many of today’s most common legal concerns.

Form Service Center

Covered

Our members have access to several legal forms through our online Forms Service Center. The member can select the form needed, complete it and then send to his/her Provider Law Firm for review. Access to these documents is only a few clicks away.

Please note the time required to give notice to courts to file an answer varies by state. You should consult with your Provider Law Firm as soon you are aware of a legal matter. This is a general overview of the Legal Plan coverage for illustration purposes only. This plan is not available in all states. See a plan contract for complete terms, coverage, amounts, conditions and exclusions for your state of residence.

If additional legal services are necessary beyond the amount of coverage provided based on the contract provisions then the member is entitled to the preferred member discount. The Provider Law Firm is the law firm designated by LegalShield to represent its members in your geographic area, and the Provider Law Firm may designate other law firms to provide covered services.

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XVI. LEGALSHIELD APPENDIX 2, Marketing Samples



Affordable legal and identity theft protection for one low monthly fee.

Advice on any legal issue.

With a LegalShield Legal Plan you will have access to attorneys who can provide advice or assistance on a variety of personal legal issues. Below is a brief sampling of the areas we cover. Your plan covers you, your spouse (or domestic partner) and dependents*.

 Home	Residential Loan Document Assistance, Refinance, Foreclosure
 Financial	Collections, Warranties, Guarantees, Contracts
 Family Matters	Uncontested Adoption / Divorce / Separation / Name Change Representation
 Estate Issues	Wills, Living Wills, Health Care Power of Attorney
 Auto	Moving Violations, Accidents

Additional Legal Benefits:

- Unlimited topics on personal legal matters even on pre-existing conditions
- Letters and phone calls on your behalf
- Contract and document review (up to 15 pages)
- 24/7 emergency access for covered situations
- Online access to legal forms and videos
- 25% off any additional legal services**

Your identity is personal. Keep it that way.

LegalShield Identity Theft Plan provides identity monitoring as well as top-of-the-line identity theft restoration from Kroll Advisory Solutions. LegalShield Identity Theft Plan covers you and your spouse (or domestic partner).

 Credit Report	Secure web access to your up-to-date credit report based on data from Experian
 Credit Score/Analysis	Detailed analysis of your Personal Credit Score with your first credit report
 Monitoring/Activity Alerts	Activate continuous credit monitoring of your Experian credit file via our secure website E-mail alerts notify you of activity on your credit file
 Identity Restoration Services	Kroll, the experts in identity theft restoration, will step in and take over the restoration process for you, should you face an identity theft issue***
 Safeguard for Minors	Services for up to 8 dependents under the age of 18, includes monitoring and alerts for credit files in your child's name, expert credit consultation, and valuable information on credit education

Purchase both the Legal & Identity Theft plans for only

www.legalshield.com/info/legalplan

*Never-married, dependent children under age 26 living at home • Dependent children under age 18 for whom the member is legal guardian • Full-time college students up to age 26; never-married, dependent children • Physically or mentally disabled children living at home **25% off additional legal services. If you are in need of additional legal services, you may continue to use your provider law firm for legal situations that extend beyond plan coverage. The additional services are 25% off the law firm's standard hourly rates. Your provider law firm will let you know when the 25% discount applies and will go over these fees with you. ***Restoration assistance requires the member sign a limited power of attorney to allow Kroll to do the necessary work. This is a general overview of our legal and identity theft coverage for illustration purposes only. See a plan contract for your state of residence for complete terms, coverage, amounts, conditions and exclusions. Please note: Class actions, interventions, or amicus curiae filings in which you are a part or potential part are not covered by the LegalShield membership. Marketed by: Pre-Paid Legal Services, Inc. dba LegalShield and subsidiaries; Pre-Paid Legal CasualtySM, Inc.; Pre-Paid Legal Access, Inc.; In FL: Pre-Paid Legal Services, Inc. of Florida; In VA: Legal Service Plans of Virginia; and PPL Legal Care of Canada Corporation

Live worry free.

Talk to an attorney about anything.

LegalShield offers affordable access to experienced attorneys for less than \$20 a month. Why would you ever need an attorney? They can help with all sorts of issues like traffic tickets, wills, IRS audits and anything else from the trivial to the traumatic.



Home

Purchase, Refinance,
Foreclosure, Landlord/Tenant



Estate Issues

Will, Living Will,
Power of Attorney



Financial

Collections, Warranties,
Guarantees, Contracts



Auto

Moving Violations,
Accidents



Family Matters

Divorce, Child Support,
Child Custody

Worry less. Live more.

Your identity is personal.



Identity Protection

Continuous Credit Monitoring, Email Safety Alerts, Credit Score Analysis, Secure Web Access to Up-to-Date Credit Report



Identity Restoration

Assistance from Kroll Advisory Solutions including Issuing Fraud Alerts, Disputing Fraudulent Accounts, Working with Banks and Creditors to Restore Your Identity

Discover the best legal protection and identity theft protection for you and your family.



For more information, contact your Independent Associate today.

Representative Name, 580-436-1234

legalshield@legalshield.com

SAMPLE BREAK ROOM POSTER



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www.LegalShield.com • 800-654-7757

LegalShield is the trade name of Pre-Paid Legal Services, Inc. and its subsidiaries.

Select Applicable Subsidiary:

- Pre-Paid Legal Services, Inc.
- Pre-Paid Legal Services, Inc. of Florida
- Pre-Paid Legal Casualty, Inc.
- Legal Service Plans of Virginia, Inc.
- Pre-Paid Legal Access, Inc.



OFFICE USE ONLY			
CWA		PLAN	
FOB		FRAN	
MODE		GR#	

EMPLOYEE BENEFIT MEMBERSHIP APPLICATION

MAS

Today's Date / / Please Choose plan: Legal Plan Trial Defense Supplement IDT Standard
MM DD YYYY IDT Premium Home Business Supplement LPSE CDLP
 Other _____

Time of Day _____ A.M. P.M.

A \$10 non-refundable fee (\$25 for CDLP) is waived due to your employer offering this at work.
Please print LEGIBLY in ALL CAPITAL letters, using ONLY BLUE or BLACK INK.

1 Personal Information

The information you provide on this application is considered non-public information, and LegalShield takes care to protect your information.

 Applicant's SSN _____ DOB / /
For Internal Use Only MM DD YYYY

Applicant's Name _____ Last First MI (*Co-Applicant refers to Spouse or Domestic Partners, Civil Union Partners, Same-Sex Partners, or other term specifically defined by any local, state or federal statute.)

****Email** _____

***Co-Applicant's Name** _____ Last First MI (**Your privacy is a priority with us! We will not sell your email address or personal information of any kind to third party vendors.)

****Email** _____

Address _____ Apt.#/Ste#

City State Zip + 4

Phone # () _____ () _____ () _____
Business Ext. Home Cell

Please indicate below, on a voluntary basis, if you are either blind or deaf. All information will be kept confidential, and used only to enhance the services provided by LegalShield to its blind and/or deaf associates and members.
 Blind Deaf

Associate Use Only

Assigned Assoc. # _____ **Bus. Phone** () _____ **Associate SSN** _____
(If Licensed)

Associate Name _____ Last First MI

Associate Lic. # _____ **Producer Identification Name/Number** _____
(In Florida)

APP.PD (1.14) **Associate Signature** **X** _____

2 Dependent Information

If you have more than five (5) dependents, please attach a separate piece of paper.

Name	_____	_____	MI	DOB	____/____/____
	Last	First			MM DD YYYY
Name	_____	_____	MI	DOB	____/____/____
	Last	First			MM DD YYYY
Name	_____	_____	MI	DOB	____/____/____
	Last	First			MM DD YYYY
Name	_____	_____	MI	DOB	____/____/____
	Last	First			MM DD YYYY
Name	_____	_____	MI	DOB	____/____/____
	Last	First			MM DD YYYY

In AL, any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof. **In FL**, any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree. **In NJ**, any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties. **In OR**, any person who knowingly, and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information concerning a material fact may be subject to criminal or civil penalties and/or cancellation of the contract. **In TN**, it is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Applicant: I understand the written contract sets forth the terms of my membership, including any exclusions or limitations, and agree to be bound by the same. I further understand the company will send me the membership contract within the next 14 days. If I have not received my contract within that time frame, I understand it is my responsibility to call LegalShield to obtain a copy. The written contract, together with this application, constitutes the entire agreement between the company and the member with respect to the membership, and there are no agreements, understandings, or representations other than as set forth herein and in the membership contract.

I hereby acknowledge that on this date, I purchased this plan in the city of _____ in the state of _____. By signing this application I certify I am legally residing in the United States and agree to the above Authorization of Payment and membership fees selected above.

Employer _____ **Occupation** _____

Signature of Applicant X _____

3 Payroll Deduction Authorization

Today's Date ____/____/____ **Applicant's SSN** _____
MM DD YYYY For Internal Use Only

Applicant's Name _____
Last First MI

I hereby authorize (Company Name) _____

City _____ State _____ to deduct \$.

per (Circle one: week / month / other _____) from my earnings for my LegalShield, and subsidiaries membership and to remit such amount directly to LegalShield. I agree that the company will not be responsible or liable for my decision to purchase the LegalShield membership or the services provided through my membership and that company's sole responsibility is to withhold and pay my membership fee to LegalShield.

Account Holder's Signature X _____

Signature of Applicant X _____

XVII. LEGALSHIELD APPENDIX 3, Resumes/Bios

Ken Roebuck, Independent Associate and LegalShield Service Representative

Ken Roebuck, an Independent Associate, is a LegalShield Business Vice-President for the Commonwealth of Virginia. Over the past 17 years, he has personally assisted more than 4,000 families with the LegalShield suite of products. He is also the managing administrator for the Commonwealth of Virginia employees and has personally assisted in opening and servicing of than 200 employee group accounts for legal and identity theft services. Prior to LegalShield, Roebuck served in the United States Navy and retired as a Chief Warrant Officer-4, after 24 years of dedicated service. Ken is a Service-Disabled Veteran and his company, The Roebuck Group LLC, is SWaM-certified.

Keith Davis, Vice President of Group Services

Keith Davis is responsible for overseeing LegalShield's Group Services division. In this capacity, he manages a team responsible for setup of the administration for all group accounts. He oversees administration of LegalShield's 34,000 accounts, ranging from five employees to thousands. His department of 30+ employees works directly with each of these accounts to ensure that their needs are met. With the Company since 1994, Davis began his career with LegalShield as a bi-lingual phone consultant in Customer Service and Marketing. He took the helm of the Group Services division in 2004. Prior to this position, he served as assistant to the Company's President for four years. While ensuring each LegalShield group account is serviced properly, Davis oversees company training and incentive programs for group sales Associates.

Jamie Anderson, Vice President of Support Services

With over 15 years of service at LegalShield, Jamie Anderson oversees Associate Licensing, Application Processing and Retention, and Group Billing. She has a Bachelor's of Science Degree with a major in Accounting. From Data Entry and Quality Control to Billing Support and Collections, she is responsible for ensuring the Company's documentation and membership payment collections are as efficient as possible.

Linda Brown, Vice President of Member Services

Overseeing approximately 200 employees in LegalShield Member Services division, Linda Brown and her team are on the front lines with members every day handling over 1.7 million incoming calls and approximately 200,000 emails each year. With over 18 years of service to LegalShield, Brown leads the Company's efforts as a service-driven organization to continually raise the bar on customer service standards.

Leslie Fisher, Vice President of Attorney Resources

With LegalShield since 1986, Leslie Fisher is given much of the credit for developing the Provider Law Firm system the company has in place today. As head of the company's Attorney Resources department, she is responsible for provider firm selection, training, member resolution, and quality control. Her primary responsibility is ensuring our Provider Law Firms are providing quality service to our members. Leslie helped create the structure of the Provider Law Firms nationwide by designing computer network programs for member administration and operations management procedures for the Provider Law Firms. She and her staff monitor on a daily basis the delivery of service to our members via computer reports, surveys and telephone communications with our members.

Ross Brockhoff, Group Resources Supervisor

Ross Brockhoff began his career with LegalShield in July 2004. Since November of 2007 he has worked in a supervising position with his current title being Group Resources Supervisor. Brockhoff currently oversees a department of employees who are responsible for the billing and daily maintenance of all LegalShield group accounts. All correspondence relating to a group's enrollment, billing, and payment information is communicated through his department of employees. This department also specializes in the setup of electronic group accounts and file transfers. Brockhoff is directly involved in the implementation process for all group accounts requesting a customized enrollment process. This implementation process includes various tasks such as conference calls, file setup/testing, and time sensitive documents. His goal is to meet the needs of the client while reflecting positive leadership within his department.

Your Provider Law Firm for the Commonwealth of Virginia – Framme Law Firm, P.C.

Framme Law Firm, P.C. was founded in 1995 to meet the growing demand for a caring combination of one-to-one client attention and exceptional legal service and is proud to be a LegalShield Provider law firm. Framme Law Firm is a general practice firm providing a wide range of legal services for businesses, families and individuals. The firm's attorneys handle civil and criminal litigation and advise in personal injury claims, estate planning, elder law, immigration, bankruptcy, creditors' rights issues, contested and non-contested divorce, separation agreements, custody, visitation, support, protective orders and adoptions as well as business and corporate matters. Please refer to **Appendix 4, Provider Law Firms, for more information on our Provider Law Firms.**

XVIII. LEGALSHIELD APPENDIX 4, Provider Law Firms

The concept of a Provider Law Firm network is revolutionary in the legal services industry. We research and contract with law firms that not only have a high standing and impeccable reputation within the legal community, but also Firms who passionately share LegalShield's desire of equalizing the average North American family's access to quality legal services.

Unlike other legal service providers, we provide our members with direct, toll-free access to these law firms. When the need arises for legal assistance, members can simply pick up the phone and dial the toll-free number provided on the back of their membership card. An Intake Specialist will ask a few questions that will allow them to open a file to ensure that the member receives a call back from an attorney who is experienced in the area of law in question. An attorney will contact the member to provide assistance in resolving their legal issue within eight business hours. In addition, in situations where urgent assistance or receiving contact from an attorney is difficult, provisions can be made. In cases where the member needs representation or further assistance that the Provider Lawyer is unable to provide due to geographical location, etc., a referral lawyer who meets the same LegalShield qualifications as that of the Provider Firm will be provided to execute all benefits the member is entitled to receive.

Provider Law Firm Network

Our Provider Law Firm network is the result of 40 years of experience working with thousands of lawyers across North America. Each lawyer at the Provider Law Firm or Referral Attorney must meet or exceed the following requirements before they are even considered to provide service to our members:

- Carry a minimum of \$100,000 liability insurance
- Minimum of two years experience practicing law
- If rated with Martindale rate service, they must maintain an AV or BV rating
- Must be in good standing with the state Bar Association. Any disciplinary actions, even if unfounded, would
- disqualify an attorney

This means that your employees can take confidence in knowing that any attorney they speak to:

- Is part of an established legal practice
- Was selected to serve them only after extensive investigation
- Is in good standing with their state Bar Association
- Has a service philosophy consistent with our high standards
- Understands and empathizes with their legal problems
- Will provide them courteous and professional service

And in the case of the member's Provider Law Firm:

- Consider LegalShield their largest client in most cases
- Consistently receives "excellent" to "very good" overall ratings from other members!
- Are monitored on a daily basis to ensure the service standards set forth by the Corporate Office are upheld.

Provider Law Firm Selection

We contract with the Provider Law Firms only after many discussions and on-site interviews. LegalShield does not operate under the structure of a PPO (list of providers to choose from) like other legal service plans. We hire immensely qualified Provider Law Firms who are highly respected for their abilities and can provide or coordinate all the members' services in a particular state. Because the member has one primary point of contact for all their legal needs, the Corporate Office can closely monitor the level of service the member receives each time they contact their Provider Law Firm.

Provider Quality Control

We are the only legal service company with specially designed software programs that allows our Provider Services department at the Corporate Office to monitor the delivery of service on a daily basis.

Services monitored include the number of:

- Calls the law firm takes
- New requests for service
- Outstanding calls at the end of each day
- Members requiring a referral to a network attorney
- Referrals assigned
- Pending matters, etc.

In addition, we expect our firms to adhere to the following service standards when assisting each and every one of our members:

- Return call from attorney – 8 business hours (goal is 1 to 4 hours)
- Review of documents – completed in 3 business days from the time received in the Provider Firm's Office
- Letter or phone call – completed in 3 business days from the time received in the Provider Firm's Office
- Will Preparation – completed in 10 business days from the time received in the Provider Firm's Office
- Referrals – completed in 3 business days from the time the request is made by the member
- Member resolution – the Provider Law Firm is required to attempt to make contact with the member within two business hours of the concern being reported to LegalShield.

Each legal issue is assigned a file or intake number by the Provider Law Firm. This allows not only for efficiency within the firm, but also constant monitoring by LegalShield to maintain service standards from the start of the legal issue to the end of the Provider Firm's involvement.



To help ensure these standards are met, each Provider Law Firm, as well as the Corporate Office, has access to a national database that lists every referral attorney that meets the qualifications set forth by LegalShield. This network of attorneys efficiently allows each Provider Firm to not only locate referral attorneys within their own state, but also throughout the United States and Canada with only a few keystrokes.

By servicing over 34,000 active groups, we have considerable experience in serving the legal service needs of all types of organizations in various types of institutions and industries, including: city, county and state governments; financial institutions; public and private schools and universities; manufacturing and distribution companies; health care facilities; civil servant organizations; fire fighters and other emergency service personnel, as well as all types of retailers. We look forward to the opportunity of extending our experience to your employees, members, and their families.

XIX. LEGALSHIELD APPENDIX 5, Additional Information

Additional Feature

We provide an amendment which is a provision that can be added onto the member's contract. It assures the employer that the employee cannot use his or her LegalShield membership against the company. A member of a group with this contract amendment cannot utilize plan benefits for any employee/employer related matter. The amendment applies only to using benefits against the member's employer. Former employees cannot use their benefits against the employer after they have left the company.

Our Privacy Policy

Keeping customer information private is a priority for LegalShield, its subsidiaries and affiliates. To enable us to provide you with membership plans, we need to collect certain information from you. However, we want to emphasize that we are committed to maintaining the privacy of this information in accordance with the law. All individuals with access to personal information about our customers are required to follow this policy.

We are providing you this privacy notice to inform you of what personal information we collect about you and how we treat that information. We hope this privacy notice answers any questions you may have regarding our treatment of your personal information and reassures you of our dedication to keeping your personal information secure.

Information We Collect

We collect non-public personal information about you from the following sources:

Information we receive from you on applications or other forms (such as your name, address, Social

- Security number and payment instructions.
- Information you may provide during visits to our website; and
- Information about your transactions with us, our affiliates or others.

Information We Share

We do not disclose any non-public personal information about our customers or former customers to a non-affiliated entity except as described below and otherwise permitted by law. We may disclose all of the information we collect, as described above, to Provider Law Firms and companies that assist us in the servicing or administration of the products that you have requested or authorized. When information is shared with companies that perform services on our behalf, we protect against the subsequent disclosure of that information with a confidentiality agreement. In no event do we disclose your personal information to companies that will use that information to contact you about their own products or services.

Our Security Procedures

We restrict access to non-public personal information about you to those persons who need such information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulation to guard your non-public personal information.



September 23, 2015

ADDENDUM NO. ONE

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# MLO-873**
Dated: **September 10, 2015**
Commodity: **Voluntary Employee Benefits**
RFP Closing On: **October 20, 2015 at 2:00 p.m. (Eastern)**

Please note the clarifications and/or changes made on this proposal program:

1. QUESTION: *Will JMU consider proposals are Voluntary Life/AD&D, Voluntary STD, Voluntary LTD, Critical Illness, Accident, and Vision?*
ANSWER: No. JMU is interested in obtaining proposals for pet insurance, pre-paid legal assistance, auto, home, and renters insurance, and any other employee benefits new to the market.

2. QUESTION: *Is JMU interested in obtaining proposals for dental and vision coverage?*
ANSWER: No. Dental and vision coverage is provided through the Commonwealth of Virginia.

3. QUESTION: *Can you please provide census data for current JMU employees?*
ANSWER: Employee Total: 2,948
Male: 1,358
Female: 1,590
Median Salary: \$53,354.50
Median Age: 46

4. QUESTION: *What is the proposed effective date for the benefits being considered?*
ANSWER: As soon as possible after the contract(s) are awarded. Anticipated award date is February/March 2016.

5. QUESTION: *What voluntary benefit plans are currently offered to JMU employees?*
ANSWER: Voluntary life/AD&D, Voluntary LTD, Voluntary STD, Dental, Vision, Cancer, Accident, Hospital, and Critical Care.

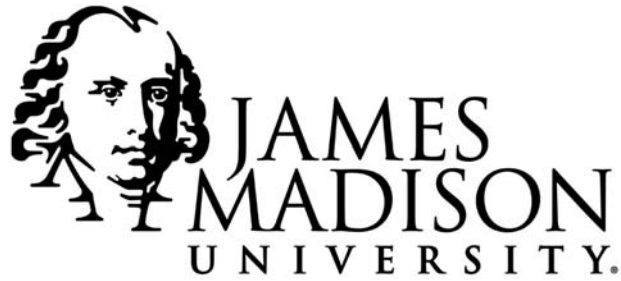


6. QUESTION: *Is JMU working with a broker or consultant?*
ANSWER: No.
7. QUESTION: *Will JMU consider benefits from separate insurance carriers for the different voluntary employee benefits or does JMU prefer all benefits to be with one carrier?*
ANSWER: JMU will consider all proposals received. There is no preference for all benefits to be with the same insurance carrier.
8. QUESTION: *Does JMU currently offer pet insurance, pre-paid legal assistance, and auto, home, and renters insurance to employees?*
ANSWER: No. These will be new voluntary benefits offered to employees.

Signify receipt of this addendum by initialing “*Addendum #1*” on the signature page of your proposal.

Sincerely,

Matasha Owens, MPA, VCO
Buyer Senior
Phone: (540-568-3137)



Request for Proposal

RFP # MLO-873

Voluntary Employee Benefits

September 10, 2015



College of William and Mary
George Mason University
James Madison University
Old Dominion University
Radford University
The University of Virginia
Virginia Commonwealth University
Virginia Military Institute
Virginia Tech

REQUEST FOR PROPOSAL
RFP # MLO-873

Issue Date: September 10, 2015
Title: Voluntary Employee Benefits
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 p.m. on October 20, 2015 For Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information and Clarification Should Be Directed To: Matasha Owens, MPA, VCO, Buyer Senior Procurement Services, owensml@jmu.edu, 540/568-3137, (Fax) 540/568-7936 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED

In compliance with this Request for Proposal and to all the conditions imposed herein, 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:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Title: _____

Date: _____ Phone: _____

Web Address: _____ Fax #: _____

Email: _____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

YES; NO; ***IF YES*** ⇒⇒ SMALL; WOMAN; MINORITY ***IF MINORITY***: AA; HA; AsA; NW; Micro

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

REQUEST FOR PROPOSAL

RFP # MLO-873

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[A.](#) Offeror Data Sheet

[B.](#) SWaM Utilization Plan

[C.](#) Sample of Standard Contract

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide Voluntary Employee Benefits for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 20,000 students. The University has approximately 2,800 full-time and 900 part-time faculty and staff. Further information about the University may be found at the following website: <http://www.jmu.edu>.

The JMU Human Resources (HR) Department manages the comprehensive benefits package available to eligible employees of the University, including health, dental, and vision insurance, life insurance, flexible-spending accounts, and retirement plans. In addition, the University provides other optional benefits and services to help enhance employees' work/life wellness, including supplemental insurance and retirement plans.

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

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

James Madison University (JMU) seeks a Contractor who is an established industry leader in providing voluntary employee benefits to large organizations. Voluntary employee benefits include but are not limited to pet insurance, pre-paid legal assistance, and auto, home, and renters insurance. These optional benefits will be at the sole discretion of all JMU employees, both full-time and part-time, and will be paid by the individual. The University may consider payroll deduction as the method of payment for the resulting contract. The Contractor shall offer the same rate(s) to all JMU employees. Provide a detailed response to each of the following items.

- A. Describe in detail all proposed voluntary employee benefits. Specify any associated costs in *Section X. Pricing Schedule*. Detail any policy specifications, if applicable, including waiting period, pre-qualification, and other coverage criteria.
- B. Provide contact information for a minimum of three (3) current clients of similar size for whom you provide administration for voluntary employee benefits. Include implementation date, benefits provided, and number of employees served.
- C. Detail in detail the enrollment process. Include open enrollment period(s) if applicable.
- D. Describe cancellation policy for the proposed benefits.
- E. Describe the procedure for timely and accurate processing of claims if applicable. Specify standard

turnaround timeframe for all claims. Include a responsive toll-free number for claims assistance.

- F. State the name(s) and contact information for the representative(s) that will service JMU. Contact information shall include e-mail, cellular phone, and office phone.
- G. Describe the firm's plan to provide regularly scheduled on-site visits to JMU at no cost to the University.
- H. Describe the portability of the proposed benefits in the event an employee chooses to keep the benefit after terminating employment with the University or the University decides to discontinue this benefit to employees.
- I. Describe in detail the firm's plan to market the proposed voluntary employee benefits to JMU faculty and staff. Provide examples of brochures, applications, and other materials.
- J. Provide any additional information that would be beneficial in the context of this Request for Proposal.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS:

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and five (5) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f below.
 - b. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

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

2. The version of the solicitation issued by JMU Procurement Services as amended by any addenda is the mandatory controlling version of the document. Any modification of or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement Services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject

such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

3. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions 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 purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the 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.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’ proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as

proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

4. Oral Presentation: Offerors who submits a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

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

1. Return RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV “*Statement of Needs*” of this Request for Proposal.
3. A written narrative statement to include, but not limited to the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as Attachment A to this RFP.
5. Small Business Subcontracting Plan, included as Attachment B to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (DSBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (DSBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. “*Pricing Schedule*” of this Request for Proposal.

VI. EVALUATION and AWARD CRITERIA

A. EVALUATION CRITERIA:

Proposals shall be evaluated by James Madison University using the following criteria:

1. Quality of products/services offered and suitability for the intended purposes.
2. Qualifications and experience of Offeror in providing the goods/services.
3. Specific plans or methodology to be used to perform the services.
4. Participation of Small, Women-Owned and Minority (SWAM) Businesses
5. Cost

- B. **AWARD TO MULTIPLE OFFERORS**: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. **GENERAL TERMS AND CONDITIONS** (Revised 8/18/15 ABS)

- A. **PURCHASING MANUAL**: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- 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. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. **ANTI-DISCRIMINATION**: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). 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. (*§6 of the Rules Governing Procurement*)

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor

agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their 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 entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective 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 revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly

to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to

shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the 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.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth 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 Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth 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.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of

savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia 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.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2- 800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement 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 and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)
- 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 purchasing agency 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; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

U. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: 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 by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - (i) Department of Small Business and Supplier Diversity (DSBSD)-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not Department of Small Business and Supplier Diversity (DSBSD)-certified Small Businesses: 1%, capped at \$1,500 per order.

For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 60 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.

- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror	Due Date	Time

Street or Box No.	RFP Number	

City, State, Zip Code	RFP Title	

Name of Purchasing Officer: _____

The envelope should be addressed as directed on the title page of the solicitation.

The offeror takes the risk that if the envelope is not marked as described above, it 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 issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by 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 issuing office. Proposals received in the issuing office after the date and hour designated are automatically non-responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.

- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University 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 Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries 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 Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/ 568-7936 or 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related

foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a Department of Small Business and Supplier Diversity (DSBSD)-certified small business and 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 DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/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 Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals. 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 DSBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SW AM Subcontracting Compliance, MSC 5 720, Harrisonburg, VA 22807.**
2. 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 contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SW AM Subcontracting Compliance, MSC 57 20, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the

Department of Small Business and Supplier Diversity (DSBSD) certification number or FEIN 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 agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (DSBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- K. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and 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 of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- L. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- M. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- N. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU

property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.

- O. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the 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.
- P. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- Q. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- R. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to faculty and staff will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

IX. METHOD OF PAYMENT (Revised 2/5/15) ABS

The contractor will be paid on the basis of invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers. We are asking our vendors and suppliers to enroll in the Wells Fargo Bank single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Wells Fargo Bank single use Commercial Card Number process will receive the benefit of being paid in Net 15 days. Additional information is available online at:

http://www.jmu.edu/acctgserv/expenditures/vendor_pay_methods.shtml

X. PRICING SCHEDULE

The offeror shall provide rates for all proposed voluntary employee benefits including individual and family plans, the cost of any add-on services, or additional offerings. Specify any enrollment fees if applicable.

XI. ATTACHMENTS

[Attachment A](#): Offeror Data Sheet

[Attachment B](#): Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

[Attachment C](#): Standard Contract Sample

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

Years _____ Months _____

3. REFERENCES: Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

5. RELATIONSHIP WITH THE COMMONWEALTH 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 2.2-3100 – 3131?

YES NO

IF YES, EXPLAIN: _____

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: _____ **Preparer Name:** _____
Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (DSBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (DSBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (DSBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (DSBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, 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.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (DSBSD) to be counted in the SWAM program. Certification applications are available through DSBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED



**COMMONWEALTH OF VIRGINIA
CONTRACT**

STANDARD

Contract No. _____

This contract entered into this _____ day of _____ 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations summary dated _____.

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____