

REQUEST FOR PROPOSALS

PRE-PAID LEGAL SERVICES AND

IDENTITY THEFT PROTECTION



**Guilford
County Schools**

**PURCHASING DEPT.
501 W. WASHINGTON ST. RM. 213
GREENSBORO, NC**

**Guilford County Schools
 REQUEST FOR PROPOSALS # 5688
 EMPLOYEE GROUP PREPAID LEGAL SERVICES PROGRAM
 and PREPAID IDENTITY THEFT PROGRAM**

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DEFINITIONS

As used in this RFP, the following terms have the meanings set forth below:

GCS	Guilford County Schools, North Carolina
Proposer or Respondent	The person, firm, entity or organization submitting a response to this solicitation
Contractor or Provider	The company that receives any award of a contract from GCS as a result of this solicitation
GCS Point of Contact	Person designated by GCS to act as a liaison between GCS and the awarded vendor, representing the interests of the district.
Supervisor of Record	Person designated by the awarded vendor to act as a liaison between the vendor and GCS, representing the interests of the vendor.
Contract	A contract executed by GCS and the vendor for all or part of the products and services covered by this RFP.

The words “Scope of Services” or “Scope of Work” to mean the work to be performed by the Contractor or Consultant.

SECTION 1.0 - RFP OVERVIEW AND PROPOSAL PROCEDURES

1.1 INTRODUCTION/BACKGROUND

GCS desires to offer Group Prepaid Legal Services and Identity Theft Protection to all eligible employees. There are currently approximately 9,000 employees eligible for benefits.

The Plan is a voluntary, employee-paid plan that provides comprehensive legal coverage. It is designed to meet the most common personal legal needs of an individual and their family. Current benefits are limited to one claim per item per year, whether individual or family coverage, with the exception of the telephone advice attorney services. The monthly premiums are paid on a post-tax, automatic payroll deduction basis. Employees may enroll for either individual coverage or family coverage. The current premiums per pay period are:

Deduction Schedule	Legal Plan*	Legal Plan + Identity Theft*	Identity Theft*
24 month employee	7.88	12.85	6.48
19 month employee	9.95	16.23	8.18
12 month employee	15.75	25.70	12.95
11 month employee	17.18	28.04	14.13
10 month employee	18.90	30.84	15.54

It is the intention of GCS to contract with one qualified provider to offer its employees a group Prepaid Legal and Identity Theft plan. GCS views this program as an important and progressive benefit to be offered to its employees. The provider chosen for this program will be one that can provide the most qualified program while minimizing the cost to employees.

All regular GCS employees and part-time employees who consistently work at least 30 hours per week are eligible. Employees pay for the full cost of coverage on a post tax basis. Annual Enrollment for the State Health Plan and our “Cafeteria Plan benefits” begins on October 1 each year, with an effective date of January 1 of the subsequent year.

GCS desires to enter into an Agreement with the selected Proposer for a term of three (3) years with the option to renew for two additional one-year periods.

1.2 RFP TIMETABLE

The anticipated schedule for this RFP and contract approval is as follows:

July 17, 2014	RFP distributed and posted to GCS website
July 24, 2014, 2:00pm	Deadline for receipt of Questions (answers will be posted to the GCS website)
August 4, 2014, 2:00pm	Deadline for receipt of Proposals
August 5 – 13 (?)	Evaluation/Selection Process
Desired by August 14, 2014	Contract Award Date
September 1, 2014	Contract Start Date
January 1, 2015	Benefit Year Start Date

1.3 RFP AVAILABILITY

The specifications for this RFP are available on the GCS Purchasing website, <http://www.gcsnc.com/pages/gcsnc/Departments/Purchasing> Look under Bid Solicitations, Current, for the proposal number indicated above.

1.4 PROPOSAL SUBMISSION

All proposals must be submitted on 8 ½” X 11” paper, neatly typed, with normal margins and spacing. **Please submit one original and five (5) hard copies of your proposal. One electronic version is also required in PDF format readable on Microsoft Operating Systems, and may be on either compact disc or USB drive.** Proposals must be received by **the deadline specified in this RFP Timetable.** The original and all copies must be submitted in a sealed envelope or package stating on the outside the Proposer’s name, address, telephone number, the RFP title, and Proposal Due Date to:

**Don Reid
Purchasing Officer
Guilford County Schools
501 W. Washington Street Room 213
Greensboro, NC 27401**

Hand-carried proposals may be delivered to the above address **ONLY** between the hours of 8:00 a.m. and 5:00 p.m., Mondays through **Thursdays**. (From June 16-Aug. 14, GCS observes summer hours, and is closed to the public on Fridays)

The Proposal must be signed by an authorized officer of the Provider who is legally authorized to enter into a contractual relationship in the name of the Provider. The submittal of a proposal by a Provider will be considered by the GCS as constituting an offer by the Provider to perform the required services at the stated prices.

1.5 CONE OF SILENCE

A “Cone of Silence” is imposed upon each RFP after advertisement and terminates at the time the GCS Purchasing Officer issues a contract. The Cone of Silence **prohibits any communication** regarding RFPs between, among others:

- potential Proposers, service providers, lobbyists or consultants and GCS employees.

The provisions do not apply to, among other communications:

- oral communications with the Purchasing Officer provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to Guilford County Board of Education during any duly noticed public meeting.

In addition to any other penalties provided by law, violation of the Cone of Silence by any Proposer will render any RFP award voidable. Any person having personal knowledge of a violation of these provisions will report such violation to the GCS Purchasing Officer. All Proposers will be notified in writing when the Guilford County Board of Education awards a contract.

The Contracting Officer for this RFP is:

Name and Title: Don Reid, Purchasing Officer
Name of Agency: Guilford County Schools
Address: 501 W. Washington St. Rm 213
Greensboro, NC 27401
Telephone: (336) 370-3238
Fax: (336) 271-3345

1.6 CONTRACT MEASURES

There are no contract measures for this solicitation.

1.7 ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing, via e-mail, and received by GCS Purchasing Officer for this RFP, no later than the deadline for receipt of questions specified in the RFP Timetable. The request must contain the RFP title, Proposer's name, name of Proposer's contact person, address, phone number, and facsimile number.

GCS will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the Proposer's responsibility to assure receipt of all addenda. The Proposer should verify with the Purchasing Officer prior to submitting a proposal that all addenda have been received. **Proposers are required to acknowledge the number of addenda received as part of their proposals.**

Proposers who obtain copies of this RFP from sources other than the GCS Purchasing Department website risk the potential of not receiving addenda, since their names will not be included on the Vendor List for this particular RFP. Such Proposers are solely responsible for those risks.

1.8 PROPOSAL GUARANTEE DEPOSIT

No Proposal Guarantee Deposit is required for this RFP.

1.9 MODIFIED PROPOSALS

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the Proposal Due Date and time. The Evaluation/Selection Committee will only consider the latest version of the proposal.

1.10 WITHDRAWAL OF PROPOSALS

Proposals will be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the GCS Purchasing Officer for this RFP prior to the Proposal Due Date or upon the expiration of NINETY (90) calendar days after the opening of proposals.

1.11 LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Proposals received after the Proposal Due Date and time are late and will not be considered. The responsibility for submitting a proposal to the Purchasing Officer on or before the stated time and date is solely and strictly the responsibility of the Proposer. GCS is not responsible for delays caused by any mail, package or couriers service, including the U.S. mail, or caused by any other occurrence.

1.12 RFP POSTPONEMENT/CANCELLATION

The GCS may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

1.13 COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to GCS, or any work performed in connection therewith, will be borne by the Proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the Proposer(s) prior to commencement of work as defined by a contract approved by the Guilford County Board of Education.

1.14 BUSINESS ENTITY REGISTRATION

GCS requires business entities to complete a vendor application with the Purchasing Department before doing business with the GCS. Proposers need not register with the GCS to present a proposal; however, the selected Proposer(s) must register prior to award of a contract as failure to register may result in the rejection of the Proposal. To register, or for assistance in registering, contact the Purchasing Department at **(336)370-3242**.

It is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this RFP.

1.15 ORAL PRESENTATIONS

The GCS may require Proposers to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein. If required, the selected vendors will be contacted to schedule a date and time for a presentation.

1.16 EXCEPTIONS TO THE RFP

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow GCS a meaningful opportunity to evaluate and rank proposals, and the cost implications of the exception (if any).

Where exceptions are taken, the GCS will determine the acceptability of the proposed exceptions. GCS, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, GCS may insist that the Proposer furnish the services or goods described herein or negotiate an acceptable alternative.

All exceptions must be referenced by utilizing the corresponding Section, paragraph and page number in this RFP. However, GCS is under no obligation to accept any exceptions. If no exception is stated, GCS will assume that the Proposer will accept all terms and conditions.

1.17 PROPRIETARY/ CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with North Carolina Statutes, popularly known as the “Public Record Law.”

Please make specific reference in the response and in any accompanying cover letter or document to any legitimately and appropriately confidential or proprietary materials contained in the response and mark the material accordingly.

1.18 NEGOTIATIONS

GCS may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer’s “best and final offer” from a monetary and technical standpoint.

GCS reserves the right to enter into contract negotiations with the recommended Proposer. If GCS and the recommended Proposer cannot negotiate a successful contract, GCS may terminate said negotiations and begin negotiations with another recommended Proposer. This process will continue until a contract acceptable to GCS has been executed or all proposals are rejected. No Proposer will have any rights against GCS arising from such negotiations or termination thereof.

1.19 RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Proposer must comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered

1.20 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

1.21 MINORITY, WOMEN AND DISABLED-OWNED BUSINESSES

Guilford County Schools Board of Education promotes full and equal access to business opportunities with Guilford County Schools. Minority and women owned businesses, as well as other responsible vendors shall have a fair and reasonable opportunity to participate in GCS business opportunities.

Prime suppliers (i.e., those who deal directly with GCS) should support GCS MWBE Program by making an effort to engage minority and women owned businesses as subcontractors for goods and services to the extent available. GCS has a goal of 10% participation. The proposal should address efforts to meet the goal. If there are additional questions, please contact Tammie Hall, at 336-335-3297 or email hallt6@gcsnc.com.

The Guilford County Board of Education awards public contracts without regard to race, religion, color, creed, national origin, sex, age or handicapped condition as defined by North Carolina General Statutes, Section 168A-3. The Board reserves the right to reject any or all proposals presented and to waive any informalities and irregularities.

SECTION 2.0 – SCOPE OF SERVICES

2.1 PROPOSER REQUIREMENTS AND BASE/ENHANCED PLANS OF LEGAL SERVICES

The proposed plan should include attorney representation for a wide range of legal services, including phone conversations and office consultations on personal legal matters. The plan should also include Identity Theft coverage.

All reports, enrollment materials, and marketing support must be provided at no cost to the District, including mailing costs associated with marketing efforts. As a condition of award of this contract, and a continuing servicing requirement of this contract, the District requires that the selected vendor provide semi-annual reports (or at the discretion of the District), a comprehensive utilization report to include information on active employees and dependents; the enrollee count, type of legal services/benefits utilized and percentage of utilization.

PROPOSER REQUIREMENTS

The Proposer should meet the following requirements:

1. Is licensed to do business in the State of North Carolina.
2. Has a minimum of five years' experience in the marketing and administration of group legal services plans.
3. Has at least 20 legal plan master contracts in force with employer groups (of which at least two must be with governmental agencies) to provide coverage to its employees.
4. Has a broad statewide network of provider attorneys licensed to practice in the State of North Carolina.
5. Provides a Telephone Legal Service.
6. Engages in a partnership with the District in making prudent purchases related to plan enhancements.
7. Provides the District with high quality benefits in professional services and materials.
8. Agrees that when a disabled District employee needs special accommodation, such as written materials translated into Braille, large print or other non-print mediums, a qualified interpreter or TTY (toll-free), including translation services for non-English speaking callers, the Contractor will work with the District to provide these accommodations.
9. Carries professional liability insurance (Errors & Omissions) with limits of not less than \$1,000,000 per occurrence for combined bodily injury and property damage liability. Panel attorneys must carry Errors and Omissions.

A. BASE PLAN OF LEGAL SERVICES

The following outlines the benefit coverage and exclusions for which proposals are requested. These benefits represent the preferred components/services objectives for the minimum required plan design.

1. The delivery system must ensure that enrollees can use a Network Attorney or any practicing attorney licensed to practice in the state in which covered services are rendered.
2. The Plan must not impose any barriers between the enrollee and the attorneys who provide the legal service. Specifically, a requirement to go through an intake center to verify eligibility, or call a toll-

free 800 number to receive consultation prior to being referred for an appointment with an attorney, or any procedure where members are required to discuss legal matters with anyone other than a practicing attorney to determine coverage, or non-responsiveness to a request for ADA services in a timely manner is unacceptable.

3. The Plan can include a minimal number of reasonable waiting periods for the more costly legal services (e.g., domestic matters, bankruptcy, or defense of civil damage claims) to diminish adverse selection and to minimize premiums charged.

THE PLAN SHOULD INCLUDE THE FOLLOWING SPECIFIC COVERED LEGAL BENEFITS

1. TELEPHONE LEGAL SERVICES

- a. Telephone legal advice. Toll-free telephone advice on how the law relates to the Plan member's personal legal matter and which action may be taken. Follow-up correspondence and telephone calls to third parties related to a Plan member's personal legal matter. The telephone consultation service should provide access to legal professionals via a toll-free number during the hours of 9:00 a.m. to 5:00 p.m. EST or EDT, Monday through Friday. Telephone consultation cannot be used for legal matters that are specifically excluded from the Plan (e.g., the employee could not use the plan for phone consultation regarding a grievance he/she had filed against the District).
- b. Telephone assistance and preparation with the following documents: simple will, Testamentary Trust for minor children, Health Care Powers of Attorney and revocation, Advanced Health Care Directives and Codicils, durable powers of attorney and revocations; Living Wills, childcare authorizations; credit report requests; challenges to denial of credit; bad check notice; credit card inquiry; promissory notes and affidavits related to a Plan member's personal property; bills of sale related to insured's principal residence (excludes real estate), contractor issues, etc.;
- c. Telephone review of documents: Review of legal documents up to a predetermined number of pages, excluding those related to trust or real estate property transfers (no limit on number of pages); and
- d. Identity Theft Defense Case Manager who will explain what identity theft is and how to prevent it:
 - i. provide resources to minimize and recover from identity theft;
 - ii. Representation of defense of any action arising from identity theft; and
 - iii. monitor and follow-up through closure of the situation.

The Plan must provide for in-office consultation with an attorney for the core benefits listed below. Each of the benefits listed below (Items 2-14) must be available at least once per policy year per individual or per family unit in the aggregate unless otherwise noted (e.g., services can be received during the year for one misdemeanor defense, one divorce, one trial defense, or if under wills and estate planning four claims per unit, etc).

2. DOMESTIC MATTERS (MAY REQUIRE SIX MONTH WAITING PERIOD FOR NEW ENROLLEES)

Divorce, legal separation or annulment (petitioner or defendant):

- a. Contested or uncontested divorce, legal separation and/or annulment, with or without equitable distribution; child custody; support or alimony; property settlement or separate maintenance agreement. Advice, negotiations, office work and court representation through the issuance of the final decree;

- b. Plaintiff motion to enforce a contested or uncontested child custody, child support, visitation agreement and/or alimony; and
- c. Defense motion to modify or enforce a valid decree for contested or uncontested child custody, child support, visitation rights, alimony, separate maintenance and/or contempt.

3. TRIAL DEFENSE (May REQUIRE WAITING PERIOD)

Representation at trial in which INDEMNITY BENEFITS are being provided. This includes:

- a. Defense of lawsuits for collection of a consumer debt based upon an Agreement;
- b. Defense of serious traffic charges (excludes coverage for DUI/DWI charges and parking tickets) that could lead to suspension or revocation of the insured's driver's license; and
- c. Defense of criminal misdemeanor charges except those involving motorized vehicles (DUI/DWI), i.e., trespassing on private property or arrested for public intoxication. Includes legal representation required for the preparation of an appearance in court by an attorney in defense of a misdemeanor; and legal services provided subsequent to entering a plea of not guilty resulting in trial.

4. JUVENILE DEFENSE

Defense of juvenile delinquency court charges for an insured child, except, issues involving traffic matters (based on dependent eligibility).

5. DEFENSE OF CIVIL DAMAGE (SIX MONTH WAITING PERIOD FOR NEW ENROLLEES)

Defense after court action is initiated, except debt collection matters or those arising out of vehicular or boat accidents or which are covered by other insurance for:

- a. Out of court settlements; or
- b. Settlements by court judgment.

6. CONSUMER PROTECTION (ENROLLEE AS PLAINTIFF)

Enforcement of written or implied guarantees, warranties, or promises relative to the lease or purchase of goods or services, lemon laws, deceptive pricing or false advertising, except disputes over real estate construction matters (e.g., a new home, remodeling of or addition to an existing home or any action brought to Small Claims Court) where the final disposition of the dispute terminates (through trial if necessary):

- a. After filing civil suit and ending in a settlement without court appearance;
- b. After filing civil suit and ending in a settlement with court appearance; or
- c. By court judgment after court appearance.

7. DEBT COLLECTION DEFENSE

- a. Defense against contract claims and/or proceedings in executions without court appearance or the filing of pleadings and ending in a settlement;
- b. Defense against contract claims and/or proceedings in execution with lawyer representation at a trial, motion, or hearing;
- c. Defense against foreclosure of a real estate mortgage without court appearance or the filing of pleadings and ending in a settlement;
- d. Defense against foreclosure of a real estate mortgage with lawyer representation at a trial, motion, or hearing;
- e. Defense in disputes between landlord and tenant, where insured is the tenant; and Defense against a garnishment or lien.

8. PERSONAL BANKRUPTCY (SIX MONTH WAITING PERIOD FOR NEW ENROLLEES)

- a. Individual only bankruptcy;
- b. Individual and spouse bankruptcy; and
- c. Wage earner plans.

9. WILLS / ESTATE PLANNING / CODICILS / TRUSTS

- a. Individual will including Powers of Attorney and Ordinary Trust Provisions;
- b. Husband / wife standard will (family coverage plan) including Power of Attorney and Ordinary Trust Provisions; Codicil or change in a will;
- c. Will with trust provisions (testamentary provisions for dependent children excludes living trusts);
- d. Living will (life support); advanced health care directives; and
- e. Durable powers of attorney.

10. REAL ESTATE TRANSACTIONS (EXCEPT TITLE SEARCH, TITLE INSURANCE OR ABSTRACTING)

The legal services or review of documents and the negotiation of terms necessary to conclude the final purchase and/or sale of a single family dwelling for the:

- a. Sale of principal residence;
- b. Purchase of principal residence; or
- c. Refinancing of principal residence.

11. COURT ADOPTION PROCEEDINGS

The legal service rendered for all children in any one adoption proceeding, including advice, office work and court representation and only where the final disposition is:

- a. Uncontested relative or step-parent adoption. Judgment at preliminary hearing;
- b. Uncontested foster child adoption. Judgment at preliminary hearing;
- c. Uncontested non-agency adoption with preliminary hearing and final hearing;
- d. Uncontested agency adoption; or
- e. Contested adoption with preliminary hearing.

12. ESTABLISHMENT OF GUARDIANSHIP / CONSERVATORSHIP (CONTESTED OR UNCONTESTED)

13. NAME CHANGE PROCEEDINGS, LEGAL REPRESENTATION TO PETITION THE COURT TO CHANGE NAME FOR SELF OR ADOPTED CHILD

14. HABEAS CORPUS

Writ to bring a detained Insured before a judge and justify his/her detention.

Delivery of each of the plan benefits listed above in Items 2 through 14 must include the following:

- a. Correspondence and telephone calls made on behalf of the enrollee;
- b. Review and/or preparation of legal documents;
- c. Advice and consultation via telephone;
- d. Advice and consultation provided in the attorney's office; and
- e. Trial coverage (when necessary) in all covered matters.

15. IDENTITY THEFT:

- a. Proactive Personal Information Monitoring
- b. Comprehensive Credit and Identity Protection
- c. Identity Theft Recovery Assistance
- d. Fraud Alert Notification

16. PREVENTIVE SERVICES

In addition to the 100% paid-in-full coverage, at no additional cost, the Plan will include one hour of in-office preventive legal services per calendar quarter (cannot be accumulated). Preventive legal services include legal advice, review and preparation of documents, correspondence, deeds, powers of attorney, promissory notes, mortgages, and leases and negotiation on any matter not specifically excluded by the Plan.

Preventive Services also include legal advice required for matters which are not otherwise covered by the plan or are excluded.

B. ENHANCED PLAN DESCRIPTION

The District is interested in exploring a variety of other services that may be provided by the successful Bidder. These services should target certain employee and dependent needs, as described in items 1-5 below. This is not an all-inclusive listing. Bidders are encouraged to offer other options. The District may or may not be interested in such options as part of the program.

1. REVOCABLE LIVING TRUST

- a. Indemnity benefit 35% reduction off attorney's usual rates per event,
- b. Office work,
- c. Customized portfolio.

2. ELDER LAW RIDER

- a. Simple will;
- b. Health care proxy;
- c. Living will and durable powers of attorney

3. ONLINE LEGAL SERVICES

- a. Law Guide
- b. Do-It-Yourself Legal documents

4. REDUCED FEE BENEFIT FOR NON-COVERED MATTERS

- a. Reduced fees of 25% off the Network Attorney's standard hourly fees for services not covered in the In-Office Legal Services. Matters excluded in the plan are not eligible for the reduced fee program.

5. PERSONAL FINANCIAL PLANNING / FEDERAL TAX INFORMATION SERVICE

- a. Financial Planning
- b. Federal Tax assistance
- c. Legal services and court representation prior to Trial

- d. Court representation at Trial as a defendant
- e. IRS Audit – advice, consultation and negotiation
- f. Representation at IRS Audit

C. EXCLUSIONS & LIMITATIONS

The Plan will NOT provide coverage for services in connection with:

1. Legal actions involving the District (as either plaintiff or defendant), any of its agencies or departments, any of its insurers, or any of the labor organizations associated with the District or otherwise related to the enrollee's employment;
2. Services to a spouse or dependent against the interest of the enrolled employee;
3. Services performed by an attorney who is related to the enrollee;
4. Legal actions against the District's Group Legal Services Insurance Plan carrier for matters related to the administration of the Plan or any other District plan, plan carrier, or administrative subcontractor (e.g., consultant, third-party administrator);
5. Plaintiff action in matters that are listed as a defense benefit;
6. Probating of estates;
7. Preparing or filing of patents, copyrights, or trademarks;
8. Judicial appeal, class action, intervention and amicus curiae filings;
9. Legal proceedings which began prior to being covered under the group legal services plan;
10. Legal services regarding any matter arising out of the enrollee's occupation, profession, business interest, business transactions, business pursuits, partnership or corporation;
11. Worker's compensation and unemployment compensation;
12. Fines, title insurance costs, subpoenas, assessments, filing fees, reporter's fees, court costs, penalties, expert witness fees and other related expenses;
13. Legal services provided outside of the United States;
14. Contingency fee cases and similar matters for which a fee is normally allowed by law;*
15. Any legal proceeding in which the enrollee is entitled to legal representation or reimbursement for the cost from any source other than this Plan;*
16. Any action brought in to Small Claims Court;*
17. Preparing, completing or filing of a federal, state or local tax return;* and
18. Matters related to structural damage to dwellings, appurtenances, and paved surfaces.

*Note: LEGAL ADVICE ONLY may be obtained under the "Preventive Legal Services" and "Telephone Legal Services" for exclusions 14 through 17.

2.2 PREMIUM RATES ON A MONTHLY BASIS

Note: Proposed rates must be guaranteed for three years. The rates will be fixed throughout the contract period and renewed for an optional two years, if exercised.

There will be no commissions paid on this program to any agents.

2.3 PREMIUM REMITTANCE

GCS will provide a monthly remittance accompanied by an electronic file and/or computer printout of enrolled employees' salary deductions. Employees pay the full cost for the program. There is no GCS contribution. Employee salary deductions are monthly in arrears and it is necessary for the Proposer to take into its underwriting consideration the need for a sixty (60) day grace period (i.e., Selected Proposer must be willing to provide coverage for up to sixty (60) days after non-payment of premium). The District Administrator provides a mechanism for collection of premiums from employees on leave of absence. However, the selected Proposer must have the ability to collect premiums from employees on a leave of absence, if requested by GCS

The selected Proposer will allow retroactive premium adjustments and honor claims that are incurred within 120 days of termination of eligible employees who are inadvertently and incorrectly excluded from employer remittance listings.

2.4 FINANCIAL and DATA REPORTING

The selected Proposer will provide a quarterly report with the following year-to-date data within 45 calendar days of the end of each quarter and plan year reporting periods:

1. Paid premium
2. Claims utilization reported by class of service provided

GCS may also request partial reports of this or other information, and the selected Proposer must also respond to these requests within 45 days. Liquidated Damages in the amount of three hundred dollars (\$300) per day will be paid by to GCS by the selected Proposer if the report is not submitted within the 45 day period specified.

2.5 PERFORMANCE GUARANTEES

The selected Proposer is also expected to fully cooperate and perform to the satisfaction of GCS on performance provisions of the Agreement with GCS, including but not limited to:

1. timely delivery of enrollment materials
2. employee satisfaction with the plan

The selected Proposer accepts the responsibility for the guarantee and compliance with the agreement.

2.6 TERMINATION OF THE AGREEMENT

The contract may be terminated by either party for any reason upon sixty (60) days written notice. The contract may be terminated without notice by the District for non-performance.

2.7 PARTICIPATION

All regular GCS employees and part-time employees who consistently work at least 30 hours per week are eligible. Employees pay for the full cost of coverage on a post tax basis.

The plan must allow coverage for the employee, the employee's spouse (unless also an eligible GCS employee) and eligible unmarried dependent children. Unmarried dependent children are eligible for coverage through the end of the calendar year turning age 19. Coverage may be extended to the end of the calendar year turning age 25 if the unmarried dependent child is a full time or part-time student or residing in the employee's household.

All GCS employees enrolled during the initial open enrollment period will be eligible for coverage with no actively at work provision.

Participating employees on GCS approved but unpaid leave of absence may continue their coverage for up to one year (more, if such leave is extended by GCS action) by paying the required monthly contributions. The Selected Proposer will provide a website which includes information on participating providers and benefits. Terminated employees, including retirees, may purchase a conversion policy directly from the selected Proposer.

Eligible employees may cancel coverage any time after enrolling; but, may not enroll again until the next open enrollment period.

2.8 LEGAL HOTLINE AND WEBSITE SERVICE

A toll-free 800 number must be furnished to employees for telephone consultation and customer service inquiries.

The Selected Proposer will provide a website which includes information on accessing plan benefits.

2.9 ENROLLMENT AND MATERIALS

The selected Proposer will:

1. Provide GCS Enrollment Form and Change in Status Form. (to be designed and furnished by selected Proposer and approved by GCS)
2. Provide enrollment materials and change in status forms in sufficient quantities as determined by GCS with additional supplies throughout the year as required at no charge.
3. Provide sufficient representatives to participate in open enrollment regional meetings (at least ten sites) once a year at no charge.
4. Accept electronic transmission of enrollment data as determined by the District;
5. Ensure that all enrollees are actively enrolled/unenrolled and updated in the Proposer's plan by January of each plan year, or in the event of new hires (if applicable), within 30 days of enrollment;
6. Ensure plan "terminations" are reported to the District within 15 days of termination;
7. Accept all new enrollees.

GCS reserves the rights to approve all booklets and any/all communications prior to printing.

SECTION 3.0 – PROPOSAL FORMAT

3.1 INSTRUCTIONS TO PROPOSERS

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 ½” X 11” pages, neatly typed on one side only, with normal margins and spacing. All documents and information must be fully completed and signed as required. The original document package must not be bound. The document package copies should be individually bound. Proposals that do not include the required documents may be deemed non-responsive and may not be considered for contract award.

3.2 CONTENTS OF PROPOSAL

The Proposal must be written in sufficient detail to permit GCS to conduct a meaningful evaluation of the proposed services. The Proposal must include the following information:

1) Cover Page

A cover page will be used to list information regarding the interested proposer and must be signed by an authorized officer of the Proposer submitting the proposal.

2) Table of Contents

The table of contents should outline in sequential order the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

3) Executive Summary

Provide a brief summary describing the Proposer’s ability to perform the work requested in this RFP; a history of the Proposer’s background and experience in providing similar services; the qualifications of the Proposer’s personnel to be assigned to this project; the subcontractors or subconsultants and a brief history of their background and experience; Proposer’s ability and demonstrated experience to interface with a Third Party Administrator and, any other information called for by this RFP which the Proposer deems relevant, including any exceptions to this RFP. This summary should be brief and concise to advise the reader of the basic services offered, experience and qualifications of the Proposer, staff, subcontractors or subconsultants and any other relevant information.

4) Minimum Qualification Requirements

See **A. BASE PLAN OF LEGAL SERVICES**

5) Technical Information

The technical proposal is a narrative that addresses the Scope of Services, the proposed approach to the work, the schedule of work, Proposer’s qualifications and experience, and any other information called for by this RFP which the Proposer deems relevant.

The technical proposal will include the response the Proposer provides to the information requested in

this section. Each question must be included in the Proposer's response. Proposers will not refer to other sections of the proposal as a response to a specific question. All responses to questions should be in reference to the policies and services being proposed for GCS.

It is in the best interest of the Proposer to propose a program which would not only cover the needs of GCS employees, but also to ensure that the program is competitive and appealing to be of interest to employees.

(A) Proposed Services:

a. Legal Hotline Service

A toll-free 800 number must be furnished to the employee for unlimited telephone advice and consultation.

- 1) Provide the number:
- 2) What are the days of operation of the number?
- 3) What are the hours of operation of the number?
- 4) Are there any weekends, holidays, etc. when the 800 number is not operating?
Yes ____ No ____ If yes, identify: _____

b. What conversion privilege is offered to terminated employees or dependents losing eligibility?

c. List any additional coverage provided under the proposed group legal plan.

d. List all other limitations and exclusions which apply to the proposed group legal plan. Provide a copy of Proposer's policy that most closely resembles GCS group legal plan that is being proposed.

e. If a panel arrangement is proposed, the proposal should include the procedure and criteria for the selection of the panel; a listing of the affirmative steps taken to assure that your procedures and criteria for selection of panel membership do not discriminate against women and minority attorneys, including whether or not the Proposer has contacted associations of women and minority attorneys and solicited their assistance in assuring that minority and women attorneys have an opportunity to participate in the panel; the individual attorney listing of the panel membership as of the date of proposal submission together with a breakdown by ethnicity and gender, a detailed description of the procedures that will be employed to assure that throughout the term of the contract minority and women attorneys have an opportunity to participate in the panel; and, copies of proposed agreements with the attorneys or firms included on the panel. In addition, any proposal concerning a panel will include the following representations and warranties:

- (i) The services will be administered on a uniform basis for all covered persons.

- (ii) Proposer must take all necessary steps to ensure that at all times the panel is comprised of an adequate number of attorneys throughout the geographic area covered by the Plan, as determined by the Plan, to permit convenience of access and to provide satisfactory and timely legal services to covered persons.
- (iii) All attorneys on the panel must be members in good standing of the State Bar Association in which the legal services are performed and such local bar associations which may be a prerequisite to the authorized practice of law in the affected area.
- (iv) Proposers must include a directory or list of panel attorneys by geographic location. Provider directory must be provided as attachment to the proposal **in both hardcopy and electronic copy.**
- (v) Can each covered member select an attorney from the list of participating attorneys?
_____ If not, please state restrictions.
- (vi) State number of providers participating in your network for following areas:
Guilford County
State of North Carolina
Nationwide

- f. Does proposed plan provide participants with a listing by race, gender and ethnicity of the individual members of the panel or network of legal practitioners with whom Proposer has contracted to perform covered legal services?
- g. Explain in detail the procedures that will be employed to monitor the quality of legal services performed for Plan participants and dependents.
- h. If proposal is an indemnity type arrangement in whole or in part, explain in detail how Proposer will determine reasonable and customary fees for the covered legal expenses. Also explain the procedure available to a covered person to obtain a pre-certification of the amount of coverage for a stated legal service. If a pre-certification procedure is not provided, then so state.
- i. Will the coverage contain a pre-existing condition with respect to any proceeding, services or event occurring or impending prior to the effective date of the covered person's coverage under the proposed Plan? If so, explain in detail.
- j. Explain the handling of legal services for uncompleted proceedings or services when the coverage of an individual person terminates or at termination of the policy or contract with Proposer under the proposed Plan.
- k. Will proposed plan include coverage of an action, controversy or proceeding in which the parties are both covered by the proposed Plan? Explain your procedure for handling these types of cases.

- l.** Explain in detail how proposed plan will coordinate with other insurance or programs which provide legal services for the affected person. The explanation should include how the proposed plan will determine priorities.
- m.** Does proposed plan offer legal services if the employee encounters legal difficulties outside of the state of North Carolina? How are these services provided?
- n.** Does proposed plan have a "Right of Recovery" provision? If so, please describe.
- o.** Will Proposer be able to offer at least four days of Financial Planning Seminars to County employees? If so, what is the limitation?
- p.** Will Proposer be able to provide representatives to attend a minimum of 10 Annual Open Enrollment meetings?

6) Proposer's Experience, Past Performance, Financial Capability, and Litigation

- a. Describe the Proposer's experience and past performance. Also, state the number of years Proposer has been in existence, the current number of employees, and the primary markets served.
- b. Provide a detailed description of comparable contracts (similar in scope of services to those requested in this solicitation) which the Proposer has either ongoing or completed within the last three years. The description should identify for each project: (i) the client; (ii) Description of the work, including number of employee participants; (iii) total dollar value of the contract; (iv) contract duration; (v) customer contact person and phone number for reference; (vi) statement or notation of whether your firm is/was the prime contractor or subcontractor or subconsultant, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities.
- c. Describe any other experiences related to the work or services described in the Scope of Services and any other information that may be specific to the required services to be provided (e.g., software/hardware information, training, etc.)
- d. List all contracts which the Proposer has performed for Guilford County and the State of North Carolina. Include names of contacts and telephone numbers.
- e. Provide most recent certified financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. If certified financial statements are not available provide latest available financial statements (balance sheet and income statement) and letters of credit availability from accredited financial institutions, to indicate that the Proposer has the financial ability to provide services for up to a 60-day period, prior to receiving payment.

- f. Describe any prior and pending litigation either civil or criminal involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors or subconsultants is or has been involved within the last three (3) years.
- g. Based on GCS 2014 employee numbers, please state the % of members and % of revenue that GCS group would be to Proposer's total legal book of business based on estimated number of participating employees.
- h. Please complete the provided chart of Proposer's legal organization's utilization by the following service types for calendar year 2013, and those projected for calendar year 2014 and 2015. Lack of response to this question may be viewed unfavorably by GCS.

Proposer's Current Book of Business				
	<u>Benefit</u>	<u>Actual 2013 # of Claimants</u>	<u>Projected CY 2014 # of Claimants</u>	<u>Projected CY 2015 # of Claimants</u>
1	Bankruptcy			
2	Divorce			
3	Family Law Decrees			
4	Adoption			
5	Name Change			
6	Juvenile			
7	Estate Administration and Closing			
8	Consumer Protection			
9	IRS Audit/Collection Defense			
10	Guardianship/Conservatorship			
11	Will Preparation			
12	Property Transfers			
13	Property Protection			
14	Administrative			
15	Online Services			
16	Telephone Legal Services			
17	Telephone Financial Services			
18	In Office Advice			
19	All Other (please list)			
	TOTAL	0	0	0

7) Key Personnel and Subcontractors Performing Services

- (a) Provide an organization chart showing all individuals, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants.
- (b) List the names and addresses of all major first tier subcontractors or subconsultants, and describe the extent of work to be performed by each first tier subcontractor or subconsultant.
- (c) Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key individuals and subcontractors or subconsultants who will be assigned to this project. This information will include the functions to be performed by the key individuals and the subcontractors or subconsultants.
- (d) Provide resumes with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any subcontractors or subconsultants. All key personnel include all partners, managers, seniors and other professional staff that will perform work and/or services in this project.

Note: After proposal submission, but prior to the award of any contract issued as a result of this RFP, the Proposer has a continuing obligation to advise GCS of any changes, intended or otherwise, to the key personnel identified in its proposal.

PRICE PROPOSAL

The following price structure will be included in the response to this RFP:

Single Employee	Monthly Cost
Employee/ One Dependent	Monthly Cost
Employee/Family	Monthly Cost

Please see page 23 for the price proposal form. If the Proposer wishes to submit alternate pricing, the Proposer must first submit pricing in accordance with the form, and then include alternate pricing on a separate page marked "ALTERNATE PRICE PROPOSAL."

SECTION 4.0 - EVALUATION/SELECTION PROCESS

4.1 INTRODUCTION

Following the opening of the proposal packages, the proposals will be evaluated by an Evaluation/Selection Committee appointed by the GCS Director of Benefits. The Committee will be comprised of appropriate GCS personnel from multiple departments, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Committee is balanced with regard to both ethnicity and gender.

4.2 TECHNICAL PROPOSAL EVALUATION

The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the Technical (Quality) criteria listed below. The criteria are itemized with their respective weights for a maximum total of One Hundred (100) points for all Technical criteria per Committee Member. A Proposer may receive the maximum points or a portion of this score depending on the merit of its proposal, as judged by the Evaluation/Selection Committee in accordance with:

<u>Criteria</u>	<u>Points</u>
1. Proposed services, including the Proposer's ability to provide quality legal services to GCS participating employees	20
2. Proposer's experience, including designing and administering the plans	15
3. Qualifications of the most important members of the professional and management staff, including subcontractor	15
4. Price - The responsive proposal with the lowest total price will be given the full weight of 20 points assigned to the price criterion	20
5. Other proposals will be given points proportionately in relation to the lowest price.	15
6. Inclusion of MWBEs in proposals	15

Upon completion of the Technical (Quality) criteria evaluation, rating and ranking, the Committee may choose to conduct oral presentation(s) with the Proposer(s) whom the Evaluation/Selection Committee deems to warrant further consideration based on the best rated proposal providing the highest quality of service to GCS. Upon completion of the oral presentation(s), if conducted, the Committee will re-evaluate the proposals remaining in consideration, based upon the written documents combined with the oral presentation.

Following the evaluation and ranking of the proposals, the Evaluation/Selection Committee will recommend to the Director of Benefits that a contract be negotiated with the highest ranked responsive and responsible Proposer. Upon approval and coordination with the Purchasing Officer, GCS will enter into a contract with the recommended Proposer.

GCS reserves the right to negotiate the final terms, conditions and pricing of the contract that is in the best interest of GCS.

**GCS RFP 5692
PRE-PAID LEGAL
PRICE PROPOSAL FORM**

	Monthly Premium Single Employee		Monthly Premium Employee + one dependent		Monthly Premium Employee + family	
	Basic	Enhanced	Basic	Enhanced	Basic	Enhanced
Legal Plan Only						
Legal Plan + Identity Theft Coverage						
Identity Theft Only						

By his signature on this this document, a bidder/Proposer certifies that his proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or service and in all respects fair and without collusion or fraud. The bidder/Proposer certifies that he understands collusive bidding is a violation of Federal and State law and can result in fines, prison sentences and civil damage awards. He further agrees to abide by all conditions of this bid/proposal and certifies that he is authorized to sign this bid/proposal for the bidder/Proposer.

Prohibition against conflicts of interest, gratuities and kickbacks:

“Any employee or any official of the school system, elective or appointive, who takes, receives or offers to take or to receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for or to, or from, any person, partnership firm or corporation, offering, bidding for, or in open market seeking to make sales to the school system will be deemed guilty of a felony and upon conviction such person or persons will be subject to punishment or a fine in accord with State and/or Federal laws.”

Company Name (please print)

Address

Telephone Number

FAX Number

Federal Tax ID

Printed Name of Authorized Person

Title

AUTHORIZED SIGNATURE

E-Mail