City of Franklin Request for Qualifications

Purchasing Office Solicitation No.: 2014-017

1. Solicitation identified: This Request for Qualifications applies to the following procurement:

employee pension plan legal counsel

Purchasing Office Solicitation No.: 2014-017

2. Legal notice publication date: **January 16, 2014**

3. Request for Qualifications release date: **January 16, 2014**

4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **February 11, 2014, 2:00 p.m. Central Time**

5. Response submittal deadline and scheduled opening: **February 18, 2014, 2:00 p.m. Central Time**

6. Tentative date of release of City's tabulation of response submittals received and notice of intent to award: **April 4, 2014**

7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the best qualified responsive and responsible potential service provider: **April 22, 2014**

8. Objective: To secure, by means of a competitive procurement process, the selection of the best qualified responsive and responsible potential service provider to furnish all labor, materials and means necessary to render the services anticipated by this procurement solicitation. See the accompanying Instructions for Response Submittal for additional information and instructions.

9. Exceptions:

   a. In order to avoid the need to take an exception to this procurement solicitation, potential service providers may request revisions to the procurement solicitation prior to the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation. See the accompanying Instructions for Response Submittal for contact information.

   b. Any deviation or variance from this procurement solicitation shall be identified by the potential service provider as an exception.

c. Any exception to this procurement solicitation shall be listed in detail, in a separate document to be prepared by the potential service provider, any and all aspects of the City's procurement solicitation to which their response submittal takes exception, such listing to include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and such listing to indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation shall be considered by the City as a factor in the award selection criteria.

10. General terms and conditions:

a. Proposed pricing: Any proposed pricing, if solicited, shall include all equipment, labor, materials, permit(s), freight and required insurance to render the specified service(s).

b. Delivery terms: As a matter of practice, the City of Franklin expects vendor to ship any and all deliverables FOB destination, freight prepaid and added. The City's preferred delivery terms, as described in the preceding sentence, are offered to the potential service provider as a condition of award. If the City's preferred delivery terms are unacceptable to the potential service provider, then the potential service provider shall indicate on the Response Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.

c. Payment terms: As a matter of practice, the City of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 30 calendar days from date of delivery or service rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the potential service provider as a condition of award. If the City's preferred payment terms are unacceptable to the potential service provider, then the potential service provider shall indicate on the Response Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.

d. Applicable laws and regulations: All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to any quoted purchase pricing, and they will be deemed to be included in the procurement solicitation the same as though they are written out in full herein.

e. Use of subcontractors: The successful service provider (that is, the vendor who is recommended be awarded the purchase) may subcontract any portion of the award but only with the prior consent of the City.

f. Safe work area: The successful service provider will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the service provider and/or the service provider's subcontractors, if any.

g. Other documents to be required of successful service provider: See the accompanying Instructions for Response Submittal for a listing of other documents to be required of the successful service provider.

h. Damages: The successful service provider shall be responsible for any damages it causes in the course of performing the service(s) anticipated by this procurement solicitation, and shall repair or replace any damaged property to the satisfaction of the City of Franklin at its own expense.

i. Terms and Conditions: By submitting its response submittal, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.

j. Refusal to honor submittal: If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its response submittal, then the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.

k. Confidential and/or proprietary information; trade secrets. All contents of all response submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its response submittal, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that any documentation and materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.

11. Detailed requirements: Please note:

- Potential service providers are required to submit with their response submittal a detailed description of any proposed products, items and/or services.
- Potential service providers are required to list, in a separate document to be prepared by the potential service provider, any and all aspects of the City's procurement solicitation to which their response submittal takes exception, to describe in that document exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and to indicate why such exceptions should be judged by the City to meet or exceed those expectations.

11.1. Overview and purpose

The City of Franklin is seeking to retain legal counsel relating to its employee pension plan. The purpose of this Request for Qualifications is to solicit responses from individuals or firms qualified and competent to render pension plan legal and advisory services that can sufficiently represent the City's interests. See the accompanying Instructions for Response Submittal for additional information.

11.2. Background and context; information supplied

The City of Franklin Employees' Pension Plan (the "Plan") originally became effective May 1, 1971 and was amended and restated effective as of January 1, 2010. The Plan is a defined benefit pension plan intended to qualify under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code") to the extent those provisions apply to governmental plans. The City of Franklin is the "Plan Sponsor" of the Plan. The City is the Plan Administrator.

The City of Franklin Employee Pension and Trust Investment Committee consists of the City's Human Resources Director, two (2) members of the Board appointed by the Mayor, two (2) City Employee Representatives elected by the Employee population covered by this Plan, and two (2) Citizen Representatives who shall be appointed initially by the Mayor and approved by the Board. Members of the Pension and Trust Investment Committee are named fiduciaries of the Plan and have discretionary authority to manage operation and administration of the Plan. The Committee has the authority and responsibility to make recommendations to the Board of Mayor and Aldermen, including determining eligibility for benefits and construing the terms of the Plan and Trust. The Committee also has such other authority as may be necessary to enable it to discharge its responsibilities under the Plan as Plan Administrator and named fiduciary.

11.3. Term of award

The services to be rendered pursuant to this procurement solicitation are to be offered as a requirements contract for a term of award of three (3) years, effective upon acceptance by the City. At any time after commencement but prior to or immediately upon the expiration of this term of award, the City and the vendor may exercise an option to extend the term of award twice, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if the vendor chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that the City and the vendor each specifically retain the right, with or without cause, not to extend the term of award.

11.4. Anticipated scope of work and deliverables

The City seeks to retain the services of a law firm or lawyer to provide legal and advisory services relating to the City of Franklin's Pension. Such services are anticipated to include, but may not necessarily be limited to:

1. Make oneself familiar with City's operations, initiatives and laws.
2. Attend meetings (either in person or by phone).
3. Review, advise, and modify the restatements as required by the IRS.
4. Provide oral and written legal advice.
5. Providing the City with notice of significant changes in the law impacting its pension.
6. Provide any other legal research or representation as needed by the City.

Counsel will be expected to provide advice to the City about various subjects, including but not limited to:

- Compliance with fiduciary responsibilities.
- Compliance with statutory requirements.
- Ethics and conflicts of interest.
- Investment policies and procedures.
- Liability and insurance.
- Annual audit.
- Annual report.

11.5. Evaluation criteria

The following criteria shall be used to evaluate response submittals:

A. Experience and qualifications: Experience and qualifications of the firm, as well as of key personnel to be assigned to the project, with projects of similar scope for clients of similar description. Quality and relevance of the identified client references. Any conflicts of interest between the firm and/or key personnel and the City. Whether the firm has the financial wherewithal to perform the services anticipated by the Request for Qualifications. Value: up to 60 points.

B. Unique strengths of the potential service provider: Exceptional, value-added features or capabilities of the firm and/or individuals that would be assigned to the client; identifiable differentiation(s) between the firm and its competition. Unique strengths of the response submittal. Value: up to 10 points.

C. Thoroughness and quality of response submittal: Thoroughness and degree of responsiveness of the response submittal to the entire procurement solicitation. Degree to which the response submittal conveys an understanding of the City's needs. Degree to which the response submittal describes the likely results of the City accepting the respective response submittal and whether those results would address the City's purpose and objective. Value: up to 30 points.

11.6. Information required to be included in response submittal

The following information shall be included by the potential service provider in its submittal in order for it to be considered responsive:

A. Experience and qualifications:

1. Overview of the firm including organizational structure (e.g., publicly held corporation, private non-profit, partnership, etc.) and a brief history.
2. Describe the firm's experience, expertise, and capabilities with respect to legal and advisory services relating to pensions generally and, more specifically, those relating to municipal pensions.
3. Identify key personnel that would be assigned to the client and identify each member's education, certifications, experience, and qualifications. Indicate the degree of availability of each identified individual for this client.
4. Identify the number of additional clients which will be managed by key personnel during the timeframe of the City of Franklin term of award.
5. Identify how long the organization has been providing the services being anticipated by the City's Request for Qualifications.
6. Describe the firm's past success at services being anticipated by the City's Request for Qualifications for similar clients.
7. If you publish newsletters and other informative publications that are routinely provided to your clients, provide sample copies.
8. Indicate the number of clients you and/or your firm currently service in the public sector and the number of public sector clients you or your firm have serviced in the last three years.
9. List all clients for whom the firm has provided services closely resembling the services being anticipated by the City's Request for Qualifications within the last five (5) years. For each client, describe the type of work performed by the firm, indicate similarities and differences of the client with the City of Franklin, and note the period of time the firm was or has been retained as a client. For each client, include the name, title, street address, e-mail address, and phone number of a contact person that the City of Franklin may contact as a reference.
10. Indicate the presence or absence of any conflict of interest between the firm and/or its key personnel and the City.
11. Provide evidence of the firm's financial wherewithal to perform the services anticipated by the Request for Qualifications.
12. Indicate the ability of the firm to meet the City's insurance requirements (see below).

B. Unique strengths of the potential service provider /response submittal:

1. Describe the exceptional, value-added features of your response submittal.
2. What sets your firm apart from your competition?

C. Thoroughness and quality of response submittal:

1. Provide evidence that you understand the City's service needs as anticipated in the Request for Qualifications.
2. Affirm that you have responded thoroughly to the Request for Qualifications, including the companion documents that, with the Request for Qualifications, comprise the entire procurement solicitation.
3. Describe the likely results of the City choosing your firm.
4. Indicate whether those results would address the City's purpose and objective.

11.7. Insurance Requirements

Prior to award of the procurement by the City, the successful service provider shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	$1,000,000 Combined Single Limit Each Accident	Certificate Holder only
Workers Compensation (not required of an individual or of a firm with fewer than five (5) persons)	Statutory limits	Certificate Holder only
Employers Liability (not required of an individual or of a firm with fewer than five (5) persons)	$1,000,000 Bodily Injury Each Accident $1,000,000 Policy Limit Bodily Injury by Disease $1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only
Professional Liability	$5,000,000 Combined Single Limit	Certificate Holder only

If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the delivery and acceptance of the ordered products and/or services, then the successful service provider shall provide, prior to said insurance coverage expiration, one or more unexpired certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.

In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the delivery and acceptance of the ordered products and/or services, then the successful service provider shall notify the City, within three (3) calendar days of knowing or being notified itself, of any such material modification or cancelation.