
**Transit Employee's Pension Plan
1942 NORTH 17TH STREET
MILWAUKEE, WI 53205
(Website: www.ridemcts.com)**

RFP: TEPP Legal Services

Date of Issue: **October 6, 2020**

The Administrative Board of the Transit Employees' Pension Plan (TEPP) is accepting proposals for a firm to provide Legal Services for the Transport Employees' Pension Plan. The Plan is a non-ERISA defined benefit, collectively bargained, governmental pension plan that provides retirement and disability benefits to employees of the Milwaukee Transport Services, Inc. ("Employer" or "MTS") who are represented by Amalgamated Transit Union, Local 998, and by OPEIU Local 9 (collectively the "Union"). The Trust Fund supporting the Plan is an independent legal entity and is administered and operated by the Administration Board, which consists of three members appointed by the Employer and three members appointed by the Union. RFP proposals shall be prepared in accordance with the requirements. MTS provides administrative support services to the Administration Board.

**Proposals for the service will be accepted until:
October 26, 2020 - 2:00 P.M. CT**

Proposals shall be manually signed by an officer of the firm and shall be returned in a sealed envelope, with the return address and Proposal for TEPP Legal Services clearly marked on the outside, and mailed/delivered to:

**Transit Employees' Pension Plan
1942 North 17th Street
Milwaukee, WI 53205
Attn: Carol Noll**

The proposal shall be based upon specifications as outlined in the Scope of Work. Late proposals will not be accepted or opened.

Faxed or emailed proposals will not be accepted. All costs associated with submitting a proposal are the sole responsibility of the contractor. All responses must be returned in a sealed envelope provided by the Proposer with RFP title clearly indicated and must be received by the due date and time listed above.

Proposer shall be responsible to obtain all documents pertaining to RFP via the website <https://www.ridemcts.com/business-partners/ebid>. There shall not be oral interpretation of this document. Deadline for questions is October 23, 2020 by close of business.

Pre-proposal Conference

A virtual pre-proposal meeting will be held on October 12, 2020 10:00 am Central Time, hosted via Microsoft Teams. All those who intend on attending the pre-proposal meeting shall email cnoll@mcts.org prior to close of business on October 11, 2020.

Questions relating to the RFP may be submitted in advance to Carol Noll at cnoll@mcts.org, however, questions may also be presented at the pre-proposal meeting. The purpose of the meeting is to clarify the requirements to be performed with the prospective offerors. Any changes resulting from the pre-proposal meeting will be made in writing through addenda to this RFP. No changes will be allowed to the RFP documents unless confirmed in writing via addendum by TEPP members.

Vendors are strongly encouraged to attend the pre-proposal meeting, but it is not required.

Proposal Submission Instructions

Proposals shall be delivered in sealed packages, clearly marked as to contents, including title. Separate sealed packages shall be provided for the price sheet and for the technical proposal.

- i. Submit one original Technical proposal on paper and one complete copy of the Technical Proposal (1) on a USB memory device. Do not including pricing with Technical proposal response.
- ii. In a separate sealed envelope, submit one (1) original price proposal sheet(s) with all the required signed forms.
- iii. The originals must be marked "original"
- iv. The address to submit proposals to is on the first page of the RFP.

Technical proposal and price proposal physical copies shall be submitted sealed in their respective packages.

Term of Contract

The TEPP seeks a three (3) year professional services agreement, with two additional (1) one-year options if the firm and the TEPP board can come to agreement on the hourly rates. TEPP will use the prior twelve months CPI index for Chicago Area as a guide when negotiating option year rates.

Cover Letter

A cover letter shall be provided, signed by a partner authorizing the firm's agreement with the terms and conditions of the RFP, including the attached TEPP Ethics Policy as agreed to in principle, by TEPP board members. Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person TEPP should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

Questions Received Prior to Deadline for Receipt of Proposals

All questions must be in writing and directed to the procurement officer listed on the front page of this RFP. TEPP Board reserves the right to request additional information from any or all responding legal counsel to assist it in its evaluation process. However, during the proposal period, no responding legal counsel or any person acting on behalf of a responding legal counsel may contact any individual Board Member, other than if the respondent is selected to make a presentation to the Board or its Committee. No responding legal counsel may, at any time, attempt to influence the evaluation other than by a properly submitted response to this RFP or to a formal request for information or presentation. Contacting a TEPP member directly will result in the Firms’ proposal being deemed non-responsive and thus the proposal will not be further considered.

Addenda

All parties that make a proposal are responsible to check the website regularly for any addenda that may be issued. <https://www.ridemcts.com/business-partners/ebid>

Schedule

The contract term and work schedule set out herein represents the estimated schedule.

RFP Release	October 6, 2020
Pre-proposal Meeting	October 12, 2020
Question Deadline	October 23, 2020
Proposals due	October 26, 2020
Presentations	TBD (if needed)
Contract Issued	TBD

Right of Rejection

The TEPP reserves the right to make an award based on its own determination, or to reject any or all proposals or portions of same, if in the opinion of the TEPP board, the best interests of the Fund will be served thereby.

Waiver of Informalities

In its sole discretion, the TEPP Board may waive informalities or minor irregularities in proposals received.

Insurance, Security and Disaster Recovery

1. Describe the levels of coverage for professional liability insurance your firm carries. List the coverage, liability limits and the insurance carrier(s) and each carrier rating by a nationally recognized service.
2. Describe your firm’s procedure for maintaining the security of documents and its disaster recovery plan.

Technical Response Requirements

Qualifications and Experience -Up to 80 Points

1. Does your firm represent any public employee pension plans?
Briefly describe your firm's background, size, and history pertinent to the requested services in this RFP. Please provide a list of all such clients and provide the full name and address of at least three public pension plan clients, and the telephone number of each plan's representative such as a trustee or executive director/administrator.
2. Does your firm represent ERISA or Taft-Hartley pension funds? If yes, please provide a list of all such clients and provide the full name and address of at least three such pension plan clients, and the telephone number of each plan's representative such as a trustee or administrator.
3. Describe your legal team's experience with similar work performed for collectively bargained and other public pension clients.
4. List all attorneys you would expect to render legal services to the Plan if your firm is engaged to serve as outside counsel and the area(s) of specialization of each.
 - (i) Describe the role of each attorney who would serve the Plan.
 - (ii) Describe any memberships or affiliations with relevant professional associations such as the National Association of Pension Plan Attorneys or the International Foundation of Employee Benefit Plans.
 - (iii) Identify the key attorney who will be the primary contact and lead counsel in providing services to the Plan.
 - (iv) Please include biographies for all attorneys who are expected to serve the Board. Indicate what year each attorney joined your firm and describe their position, current responsibilities, areas of expertise, experience, education, the state(s) in which the attorney is licensed, and relevant publications and presentations dealing with the representation of public pension clients.
5. Does the firm represent management or governmental entities in labor and employment law issues, or labor organizations? If yes, please indicate whom you represent and the nature of the relationship.
6. Attach a sample retainer agreement your firm uses for public pension fund legal services.
7. What is your firm's policy as to continuing legal education for its attorneys?
8. Has your firm or an attorney in your firm's employ ever been disciplined or censured by any regulatory body? If so, describe the principal facts.

-
9. How does your firm identify and manage conflicts of interest?
 10. Does your firm represent Milwaukee County, the Employer, or the Union or has any of the firm's partners previously represented Milwaukee County, the Employer, or the Union?
 11. Has your firm, a partner or attorney in your firm, been involved in any litigation or other legal proceedings relating to the provision of legal services? If so, provide an explanation and indicate the current status or disposition of the proceedings.
 12. List any professional or personal relationships your firm's attorneys may have with the executive officers of Milwaukee County or of the Employer or Union.
 13. Has any pension plan (public or private sector) represented by your firm been engaged in litigation during the past five years? If so, without disclosing any information that is not a matter of public record, describe the nature and cause of the proceedings, the course of the litigation, and the outcome if completed.

References – Up to 5 Points

1. List of three (3) references for which you have completed similar legal services. Include name, title, address, email and phone numbers, as well as a brief description of work completed. References will be contacted and asked to answer similar questions on their experience with your firm and included in your composite evaluation scores. If your firm has done business with MTS, MTS will act as one reference.
2. Identify all public sector and private sector pension fund clients who have terminated their working relationship with you in the past ten years and a brief statement of your understanding of their reasons for doing so. Provide each such former client's appropriate contact information.

Presentations/Interviews –Up to 15 points. Firms who submit responsive proposals and have technical scores in the competitive range, may be required to make presentations to or interview with the evaluation team. The presentations will be scheduled after the Technical Proposal review process is completed.

A firm's failure to provide answers to all Technical Requirements sections shall cause their proposal to be considered non-responsive and thus the proposal would not be considered further.

Pricing Proposal

Provide your fee proposal and the hourly rates for each attorney expected to be assigned to serve the Board. The Board requests proposed fees for a three-year period. Please also specify the hourly rates for paralegals and support personnel, whether the firm bills for travel time, and how the firm invoices for costs. Please submit fee and rate information in a separate sealed envelope per the instructions above.

Evaluation of Proposals

The TEPP discourages overly lengthy and costly proposals, however, for the team to evaluate proposals fairly and completely, firms must follow the format set out in this RFP and provide all information requested. The TEPP reserves the right to determine the Board members who will evaluate the responses.

Evaluation Process

In addition to the technical response, the price proposal will also be considered in determining the Best Value. When determining the Best Value, price will have approximately equal value to the technical response. After technical scores are complete, price will be evaluated alongside technical merit in a trade-off fashion to choose the proposal that represents the best value.

A. Evaluation Team

The TEPP evaluation team will consist of three (3) persons who will review proposals submitted by all Proposers. After review, it is the intent of the committee to drop the high and low score in each scoring category and average the remaining scores, dependent in part on the number of proposals received.

B. Evaluation and Scoring Criteria:

Technical proposals will be evaluated based on the following criteria:

Total of 100 points

Criteria	Key Factors Considered	Total Possible Points
Qualifications and Experience	Based on the presented qualifications and experience, how well is the Firm able to meet the needs and deliverables for this project?	80
References	Based on responses from references, do other clients recommend this vendor and how do they describe the Firm's ability to meet the needs and deliverables for this project?	5
Presentation	Was the presentation informative?	15
	Is the firm a business that the TEPP could work with long term?	
	Does the firm have a transition plan?	
	Has the firm demonstrated a good plan for developing a working relationship?	
	To what extent has the offeror identified potential problems?	
Total Possible Points		100

Cost Response

The cost figures shall be furnished as requested above and shall be submitted in a sealed and marked envelope separate from your technical response. Your cost response shall include the price sheet(s) and the signature sheet. One (1) printed original is required of your cost response.

Cost figures must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

Best Value

Award will be made to that offeror whose combination of technical and price proposals represents the best value to the TEPP Board and is most advantageous, price and other factors considered, and which is within the available resources. All factors used to determine best value are pursuant to the processes listed herein.

Binding Contract

A proposal received in response to this RFP is an offer that can be accepted by Milwaukee Transport Services, Inc., to create a binding contract without negotiation with any Proposer.

Negotiations

This is a negotiated procurement. Negotiation is a procedure that includes the receipt of proposals from Proposers, permits bargaining, and usually affords an opportunity to revise offers before award of a contract. Bargaining in the sense of discussion, persuasion, alteration of initial assumption and position and give-and-take may apply to price, schedule, technical requirements, type of contract, or other terms of a proposed contract.

Right to Award Without Negotiations

The TEPP, reserves the right to make an award based on its own determination, or to reject any or all proposals or portions of same, if in the opinion of TEPP the best interests of the pension fund will be serviced thereby.

Variations in Word and Figures

In case of variation between the amounts in words and figures, the amount prescribed in words will prevail.

Continuation Clause:

Contractor recognizes that the services under this contract are vital to TEPP and to the public and must be continued without interruption. Contractor agrees that the TEPP, in its sole discretion, and by written notice to Contractor at least 30 days prior to contract expiration, may extend this Agreement for up to an additional 120 days. Contractor shall continue to provide services under this Agreement, on the same terms as set forth in this Agreement. TEPP may terminate any such extension by providing Contractor with 30 days' notice. Contractor further agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to any successor Contractor.

Order of Precedence

An order of precedence is hereby formally established and will be used to form a binding contract. The order is as follows:

1. All documents contained within and related to TEPP Legal Services RFP
2. Purchase Order.
3. Proposal from the successful Proposer.

The order of precedence establishes that any conflict between the proposal and the Purchase Order and/or RFP Documents, the Purchase Order and/or RFP Documents take precedence and control.

County Rights of Access and Audit

The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section [34.09](#) (Audit) and Section [34.095](#) (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

Documents that must be returned:

1. Original Proposal Price Sheet (in a separate sealed envelope)
2. Technical response original copy and one copy on a separate USB drive
3. Signature sheet
4. Debarment form
5. Conflict of Interest Statement

Conflict of Interest Statement

_____ hereby certifies that our Firm’s officers and personnel assigned to the _____ project or their immediate family members do not have a conflict of interest performing the duties outlined in this contract with the Transit Employees’ Pension Plan (TEPP), the TEPP board, Milwaukee County or Milwaukee Transport Services (MTS). To the best of our knowledge no officer or personnel assigned or the immediate family members has a material financial interest in any commercial entity which may provide products or services as part of the _____ project. If any officers and personnel that are assigned to the _____ project become aware of a conflict of interest they will notify the TEPP board immediately and take necessary action to address the conflict.

Conflict of Interest: A situation in which a person or organization is involved in multiple interests (financial, emotional, or otherwise) one of which could corrupt the motivation of the person or organization.

Company Name: _____

Authorized Name _____ Title: _____

Name of Consultant Assigned: _____

Consultant Signature: _____

Date: _____

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND
OTHER RESPONSIBILITY MATTERS**

A. The Proposer certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a ten-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Contractor Name: _____

Date: _____

By: _____

DUNS #: _____

Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

PROPOSAL PRICE SHEET

The undersigned Offeror proposes to furnish the materials and services herein described, at and for the prices hereinafter named, per specification and if successful, hereby agrees to enter an agreement with TEPP.

ITEM 1 Provide firm fixed hourly rate for years 1-3 of the contract.

Partner Rate - Legal services per specification.

Fee in words _____/HR.

Fee in figures \$ _____/HR.

Associate Rate- Legal services per specification.

Fee in words _____/HR.

Fee in figures \$ _____/HR.

Paralegal Rate - Legal services per specification.

Fee in words _____/HR.

Fee in figures \$ _____/HR.

Note: Additional charges and costs for items such as postage, copying, travel, courier, etc. will be reviewed at time of invoice and are required to be reasonable and customary charges for the services provided.

VENDOR DUNS #: _____

VENDOR TAX ID #: _____

SIGNATURE SHEET

CASH DISCOUNT: Cash invoice discount for payment of invoices following receipt and acceptance of goods or services _____% 30 days.

BY SIGNING THIS RFP, YOU ARE AGREEING WITH THE FOLLOWING STATEMENTS:

1. This RFP has been made without any connection with any other bidder and is in all respects fair and without collusion or fraud.
2. This RFP has been made with the understanding that no elected officer/employee of Milwaukee Transport Services, Inc., or Milwaukee County is interested therein, directly or indirectly.
3. The specifications for this RFP have been read and understood.
4. Your company has never defaulted on any contract with Milwaukee Transport Services, Inc., or Milwaukee County.

In signing and submitting this RFP, the offeror assures the Transit Employee’s Pension Plan, that the furnishing of the subject materials, services or equipment is under his/her control and accepts and has read all the Terms and Conditions of this RFP and all its documents. If the successful offeror’s performance is contingent upon the act of another party, the offeror assures TEPP that he/she has the necessary commitments and resources to complete the contract.

Date: _____

Submitted by: _____

Name of firm: _____

Address of firm: _____

Signed per: (manual signature required) _____

Print name: _____

Title: _____ Email: _____

Telephone: _____ Fax: _____

SCOPE OF WORK LEGAL SERVICES FOR TEPP

1. Overview

It is the intent of this specification to describe the minimum requirements for Legal Services as required by the Transit Employee's Pension Plan (TEPP). The agreement will be between the Administration Board of the Transit Employee's Pension Plan (TEPP) and the firm. MTS/MCTS owe no contractual obligations to the firm. Fees and costs will be made to the firm by MTS from Fund assets to the firm.

2. Services Requested

Under this RFP, the Board shall select qualified counsel to provide the Plan and the Board with legal services on an as-requested basis regarding the following matters:

1. Review and/or draft contracts with the actuary, auditor, investment consultant, administrator, custodian, investment managers, and other service providers;
2. Provide advice on Internal Revenue Code issues;
3. Draft all necessary Plan documents, including Plan amendments, Trust Agreement amendments, summary of Plan provisions, and documents relating to qualified domestic relations orders;
4. Prepare and submit all filings required by the IRS;
5. Represent the Plan and the Board in litigation, as requested;
6. Provide advice on other various issues, including but not limited to: fiduciary duties, investment matters, real or potential conflict of interest situations, Plan interpretation issues, and compliance with applicable laws;
7. Attend Board meetings; meetings are called as needed but it is expected that there will be 6-8 meetings per year, held at MCTS Administration Offices in Milwaukee; and
8. Provide such other legal services as may be requested by the Board through the Board Chairperson.

3. Requirements:

It is critically important that the firm or individual attorneys assigned to this engagement will be responsive to the Plan by providing prompt advice and legal representation as and when the need arises. It is critically important that the firm or individual attorneys assigned to the engagement possess capacity and depth to devote sufficient attorney resources with experience and expertise to render advice and produce work product within normal and expedited timeframes, as required by the Plan. On occasion the firm may be required to meet with MCTS staff with regard to administration of the Plan.