

**MONTGOMERY COUNTY PUBLIC SCHOOLS**

*Expanding Opportunity and Unleashing Potential*

PROCUREMENT UNIT

February 10, 2022

301-279-3555

RFP Number: 4338.2  
Due Date: March 10, 2022  
Open Time: 2:00 p.m.

To: Prospective Respondents:

On behalf of the Board of Education of Montgomery County (Board), Montgomery County Public Schools (MCPS) is seeking proposals for a law firm (Firm) to provide specialized legal services regarding the Employee Retirement and Pension System Plan (Pension Plan), the 403(b) and the 457(b) Plans (DC Plans), related benefit, fiduciary and investments matters, and other legal advice as requested. The selected Firm shall provide such services when necessary to supplement the work of attorneys in the MCPS Office of General Counsel and ensure timely communication with and input from appropriate MCPS staff, including but not limited to the Office of General Counsel, the Office of Finance, and the Division of Investments.

Please respond according to the instructions provided in the attached. Submissions must be received on or before 2:00 p.m., on March 10, 2022. Submissions received after this date and time will not be considered.

The contractor must submit their offer per the instructions under the RFP, Section 7.0 Mandatory Submissions. The submission must be signed by an official having authority to contract with MCPS. The firm and official's name shall be used. This solicitation does not commit the district to pay any costs incurred in the submission of proposals or guarantee that an award will be made.

In the event of emergency closing of the MCPS Board of Education offices, this RFP will open at the same time on the next regular working day.

Sincerely,



Angela McIntosh Davis, Team Leader  
Procurement Unit

AMD  
Enclosure

**Department of Materials Management**  
***MONTGOMERY COUNTY PUBLIC SCHOOLS***  
**Procurement Unit, Suite 3100**  
**45 West Gude Drive**  
**Rockville, Maryland 20850**

**Request For Proposal No. 4338.2,**  
**Legal Services for Employees' Retirement and Pension System Plan**  
**and 403(b) and 457(b) Plans**

**1.0 INTENT**

On behalf of the Board of Education of Montgomery County (Board), Montgomery County Public Schools (MCPS) is seeking proposals for a law firm (Firm) to provide specialized legal services regarding the Employee Retirement and Pension System Plan (Pension Plan), the 403(b) and the 457(b) Plans (DC Plans), related benefit, fiduciary and investments matters, and other legal advice as requested. The selected Firm shall provide such services when necessary to supplement the work of attorneys in the MCPS Office of General Counsel and ensure timely communication with and input from appropriate MCPS staff, including but not limited to the Office of General Counsel, the Office of Finance, and the Division of Investments.

**2.0 INTRODUCTION**

MCPS maintains an Employees' Retirement and Pension System (Pension Plan) open to eligible employees. The Pension Plan provides a core pension benefit to employees who are not eligible to participate in the Maryland State Teachers' Retirement and Pension Plan (State Plan). The Pension Plan also provides a supplemental benefit for all eligible employees, including those who participate in the State Plan. In 1995, the MCPS Board of Education adopted a Trust Agreement to hold and invest the assets of the Pension Plan. The MCPS Retirement System Trust (Trust) holds the Pension Plan's assets. Nominated by the superintendent and appointed by the Board of Education, the Board of Investment Trustees (BIT) is responsible for the investment and management of the assets of the Trust. As of September 30, 2021, the Trust had assets of approximately \$2.3 billion.

MCPS also offers two voluntary retirement savings plans, the 403(b) and the 457(b) Plans (DC Plans), to all employees that are designed to supplement income in retirement received from a pension and other sources. The DC Plans are based on guidelines from the Internal Revenue Service (IRS). Employees are allowed to contribute a certain amount every year up to a limit reviewed annually by the IRS. Fidelity Investments is the sole recordkeeper and administrative provider for the MCPS DC Plans. In 2014, the MCPS Board of Education approved to establish a Defined Contribution Investment Committee (DCIC) to be appointed by the Board of Education. The DCIC is responsible for selecting and monitoring a suitable menu of investment options to be offered by the DC Plans. As of September 30, 2021, the DC Plans had assets of approximately \$1.6 billion.

Due to the growth and complexity of the investment program, as well as the evolving regulatory requirements on pension and retirement savings plans, MCPS is seeking a Firm to provide legal services as needed.

### 3.0 SCOPE OF SERVICES

It is expected that the selected Firm will provide high-quality, ethical representation and guidance to the Board and MCPS on all pension and retirement savings plans, benefits, fiduciary and investments, and related matters, including, but not limited to, the following:

- **General**
  - Provide advice regarding the development and operation of the Pension Plan, the Trust, and the DC Plans, including compliance with applicable employee benefits, tax, securities, and Federal, State, or Local governance rules.
- **Fiduciary** – Provide legal advice on matters such as:
  - Fiduciary obligations and oversight, especially as they relate to plan administration, trustees, investment committee members, investment advisors/managers, investment consultants, Trust custodians, or Plan recordkeepers;
  - Ethics and conflicts of interest and disclosure matters;
  - Investment policies and procedures;
  - Liability and insurance; and
  - Annual reporting, investigations and audits, and any other bonding compliance requirements.
- **Investments** – Provide legal advice on matters such as:
  - Existing and contemplated investments, particularly in the areas of private markets investments or other alternative investments;
  - Securities, tax (non-benefits related), and bankruptcy laws;
  - Global investments;
  - Proxy and other corporate governance; and
  - Limitation and restriction on investments.
- **Tax and Plan Administration** – Provide legal advice on matters such as:
  - Tax qualification and compliance;
  - IRS audits; and
  - Plans amendments.
- **Other**
  - Represent or assist in representing the Pension Plan, the Trust, and DC Plans in litigation, as requested;
  - Advise and support with FOIA requests;
  - Attend Montgomery County Board of Education, BIT, or DCIC meetings, and make or review presentations on an as-requested basis;
  - Advise on associated claims, appeals, investigations, or audits; and
  - Provide such other legal services and advice as may be requested.

For each area described above as well as related matters, the successful Firm may be requested to provide the following services:

- Advise on potential risks and liabilities;
- Review and provide advice on contracts, financial instruments, and other documents;

- Review, negotiate, and assist in drafting and/or restructuring any agreements, subscription documents, side letters, amendments, or other related documents;
- Draft or review materials, including tax filings, policies, procedures, and forms;
- Draft or review legislative materials;
- Legal due diligence with respect to investment advisory firms and other institutions managing investments on behalf of the Pension Plans and DC Plans;
- Provide proactive communication and guidance on proposed and final changes in the legal/regulatory climate relative to pension fund investments and retirement saving plans;
- Provide opinions to auditors and other investigative entities;
- Conduct training; and
- Provide other such related legal services and advice on an as-needed basis.

#### **4.0 CONTRACT TERM**

The initial term of contract shall be for one (1) year. However, the contract may not begin until one day after approval by Board of Education, with the option to renew the contract on an annual basis. The proposed rates and/or fees must remain static for each calendar year and may not fluctuate within that calendar year.

After initial guarantee periods, rates and/or fees calculation will be renewed, if agreed to by both parties. The selected respondent must agree to MCPS Procurement language that specifically addresses annual increase justification, even within guaranteed contract period.

This RFP and the MCPS General Contracting Articles shall take precedence over any Firm policies, terms and conditions, user agreements, or other documents in effect at the time of this contract or thereafter, unless otherwise expressly agreed in writing by the parties.

Firms shall provide their fee structure with their proposal to include, at a minimum, the hourly rates for partners, associates, and paralegals/clerks proposed to perform work for MCPS. To the extent that the Firm is listed with the Maryland Associate of Boards of Education Legal Services, the Firm must identify the rates provided for services to participating Boards of Education and justify any differences between the rates proposed to be charged to MCPS and those rates.

#### **5.0 RESUMES, REFERENCES, AND RELATED OPINIONS**

Complete and up-to-date resumes of qualifications and experience of all staff who will be assigned to this project, including their formal education, active professional membership, and certification in specific areas of law, as well certification that they are admitted to the Maryland Bar. Please also submit responses to Appendix A Technical Proposal.

All Firm proposals shall include a list of school districts or other public entities that use their services with a similar scope of work in the request and a minimum of three references from current or former clients who can attest to the firm's quality of work.

Opinions resulting from similar cases are helpful additions to the proposal.

## 6.0 FORMAT OF RESPONSE

- 6.1 Each Firm must submit a complete proposal including all required information and attachments. The response shall address each paragraph in the same order as the RFP and provide an individual response to each RFP specification. All proposals must be presented using the same numbering sequence and order used in this RFP document or as otherwise specified by MCPS.
- 6.2 The Firm must include any and all statements and representations made within its proposal in the contract for services with the MCPS, unless otherwise agreed upon by MCPS and the Firm during negotiations. This includes, but is not limited to, the Firm's point-by-point response to this RFP. If the Firm responds only "Understand and comply," it is assumed that the Firm complies with MCPS' understanding of the requirement.
- 6.3 MCPS shall not be responsible nor be liable for any costs incurred by each Firm in the preparation and submission of its proposal and pricing.

## 7.0 MANDATORY SUBMISSIONS

Firms may request via e-mail to Angela McIntosh-Davis, Team Leader, MCPS Procurement Unit at [Angela\\_S\\_Mcintosh-Davis@mcpsmd.org](mailto:Angela_S_Mcintosh-Davis@mcpsmd.org), a Microsoft Word version to help them in preparing the response.

Proposals submitted must include one (1) original and one (1) electronic version on a flash drive, and one (1) redacted copy of the full proposal must be sent by mail, courier, or hand-delivery. It shall be in binders with tabs identifying each section. A table of contents should be included and all pages numbered as referenced in the Table of Contents. No faxes of proposals will be accepted. Proposals are to be received no later than 2:00 p.m. on March 10, 2022. Submit responses of the entire RFP proposal to:

Montgomery County Public Schools  
Procurement Unit  
45 West Gude Drive, Suite 3100  
Rockville, MD 20850

Submissions will become the property of MCPS.

The proposal must be signed by an official having authority to contract with MCPS. The Firm and the official's name shall be used in the contract process. MCPS also reserves the right to make an award without further discussion of the proposals received. MCPS may also negotiate with the one Firm that submits the best proposal or with two or more Firms that are in the competitive range. Therefore, it is important that the Firms' proposals be submitted initially on the most favorable terms from both the technical and cost standpoints. After the submission and closure of proposals, no information will be released until after the award. It is understood that the Firms' proposals will become a part of the official file on this matter without obligation to MCPS.

The proposal must be complete and comply with all aspects of these specifications. Marketing or promotional verbiage will likely overshadow the Firm's qualifications and expertise. MCPS urges the Firm to be specific and brief in their responses.

- 7.1 Each Firm must disclose any existing or potential conflict of interest relative to the provision of services outlined herein. Examples of potential conflicts may include an existing business or personal relationship between the firm, its principal, or any affiliate or subcontractor, with MCPS or any other entity or person involved in any way in the contract. Similarly, any personal or business relationship between the firm, the principals, or any affiliate or subcontractor, with any employee of MCPS, members of the Board, BIT and DCIC, investment managers/advisors, investment consultants, custodian or plan recordkeepers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed.

## 8.0 TREATMENT OF TECHNICAL DATA IN PROPOSAL

The proposal submitted in response to this request may contain technical data which the Firm does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of any such technical data, subject to the provisions of the Maryland Public Information Act, may be so restricted:

Provided, that Firm marks the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend: "Technical data contained in pages of this proposal shall not be used or disclosed, except for evaluation purposes."

Provided, that if a contract is awarded to this Firm as a result of or in connection with the submission of this proposal, MCPS shall have the right to use or disclose these technical data to the extent provided in the contract.

This restriction does not limit the right of MCPS to use or disclose technical data obtained from another source without restriction.

MCPS assumes no liability for disclosure or use of unmarked technical data or products and may use or disclose the data for any purpose and may consider that the proposal was not submitted in confidence and therefore is releasable. Price and cost data concerning salaries, overhead, and general and administrative expenses are considered proprietary information and will not be disclosed, if marked in accordance with the instructions in 9.0.

## 9.0 PROPRIETARY AND CONFIDENTIAL INFORMATION

Firms are notified that MCPS has unlimited data rights regarding proposals submitted in response to this solicitation. Unlimited data rights means that MCPS has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by the Firm in response to this or any solicitation issued by MCPS. However, MCPS will exempt information that is confidential commercial or financial information of a Firm, as defined by the Maryland Public Information Act, State Government Article, Section 10-617, from disclosure. It is the responsibility of the Firm to clearly identify each part of its proposal that is confidential commercial or financial information by stamping the **bottom right-hand corner** of each pertinent page with one-inch bold face letters stating the words "**confidential**" or "**proprietary**." The Firm agrees that any portion of the proposal that is not stamped as proprietary

or confidential is not proprietary or confidential. As a condition for MCPS keeping the information confidential, the Firm must agree to defend and hold MCPS harmless if any information is inadvertently released. Each Firm must submit a proprietary and confidential redacted copy of its proposal to be used in responding to MPIA requests.

## **10.0 EVALUATION CRITERIA**

MCPS Staff and selected stakeholders will evaluate submitted proposals based upon the proven ability of the respondents to satisfy the requirements in an efficient, cost-effective manner, taking into account quality of service with minimal tolerance for error. Proposals meeting all requisite criteria will be evaluated. Those who do not meet requisite criteria will not be evaluated further. Specific criteria include:

1. Completeness, quality and thoroughness of respondent's submission to this RFP;
2. Ability to perform and commitment to professionalism and ethical conduct (based on the criteria set forth in this RFP, including but not limited to Section 3.0 Scope of Services)
3. Experience in the field of legal services for public and private pension funds;
4. Competitiveness of the fee structure relative to other respondents; and
5. References and other evidence regarding the qualifications of the respondent.

MCPS reserves the right to ask clarifying questions about submitted proposals. Firms also may ask questions that they may have related to this RFP prior to submitting their responses. See Section 11.0, Schedule of Events. Only proposals received by the deadline will be considered. Proposals will be screened down to a number of finalists.

MCPS reserves the right to convene a meeting with the top qualified Firm or Firms prior to awarding a contract. The purpose of the meeting will be to afford both parties an opportunity to discuss any aspects of the requirements and services that will be performed and clarify any issues. Issues raised during the meeting, which cannot be resolved to the satisfaction of MCPS, shall be cause to reject the proposal.

All Firms are advised that in the event of receipt of an adequate number of proposals, which, in the opinion of MCPS require no clarification and/or supplementary information, such proposals may be evaluated without further discussions. Therefore, proposals should be submitted initially on the most complete and favorable terms and conditions. Should proposals submitted require additional clarification and/or supplementary information, Firms should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when requested

While is the intention to award to the most favorable respondent based on these evaluations, MCPS reserves the right to make awards according to the best interest of MCPS.

In determining the qualifications of each Firm, MCPS will consider the Firm's record and performance of any prior contracts with MCPS, federal departments or agencies, or other public bodies, including but not limited to the Firm's record providing legal services related to special education to MCPS or other schools or school districts. MCPS expressly reserves the right to reject the proposal of any Firm if the investigation discloses that the Firm, in the opinion of MCPS, has not properly performed such prior contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors or employees.

MCPS may conduct any necessary investigation to determine the ability of the Firms to perform the work, and the Firms shall furnish to MCPS all such information and data requested, such as information about its reputation, past performance, business and financial capability and other factors that demonstrate that the provider is capable of satisfying MCPS' needs and requirements for a specific contract. MCPS reserves the right to reject any proposal if the evidence submitted by the Firm or investigation of such Firm fails to satisfy MCPS that such Firm is properly qualified to carry out the obligations of the contract and to complete all requirements contemplated therein. Consideration will be given to any previous performance with MCPS as to the quality and the acceptability of the Firm's services.

All Firms submitting a proposal shall include evidence that they maintain a permanent place of business. Copies of any appropriate licenses necessary to perform this work shall be submitted with each proposal. Firms also shall demonstrate that they have adequate staff to perform the required services. Use of subcontractor(s) and/or third-party providers, if any, must be specifically identified within the proposal. Subcontractor and/or third-party provider roles shall be clearly expressed. MCPS reserves the right to accept or reject use of proposed subcontractor(s) and/or third-party provider(s).

A proposal that contains false or misleading statements, or which provides references, that do not support an attribute or condition contended by the Firm, may be rejected. If, in the opinion of MCPS, such information was intended to mislead MCPS in its evaluation of the proposal, the proposal may be rejected.

## 11.0 SCHEDULE OF EVENTS

The anticipated schedule of activities related to this RFP is as follows:

<b>RFP issued:</b>	<b>February 10, 2022</b>
<b>Questions Due:</b>	<b>February 15, 2022, by 4:00 p.m.</b>
<b>Questions Posted:</b>	<b>February 18, 2022</b>
<b>Proposals Due:</b>	<b>March 10, 2022, due 2:00 p.m.</b>
<b>Anticipated award date:</b>	<b>May 2022</b>

All dates are subject to change at the discretion of MCPS.

## 12.0 PREBID CONFERENCE

Not applicable to this RFP.

## 13.0 ADDENDA/ERRATA

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the Firm's responsibility to check the MCPS website under "Event Calendar" <https://www.montgomeryschoolsmd.org/calendar/mcpsbids.aspx> or contact the Procurement Unit at 301-279-3555 to verify whether addenda/errata have been issued.

In the event that MCPS issues addenda/errata, all terms and conditions will remain in effect unless they are specifically and explicitly changed by the addenda/errata. Firms must acknowledge receipt of such addenda/errata by returning one signed copy of each of the addenda/errata with its proposal. Failure to provide the signed acknowledgement of the addenda/errata may result in a bid being deemed non-responsive.

#### **14.0 eMARYLAND MARKETPLACE ADVANTAGE**

As of June 1, 2008, Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage (EMMA). Registration with EMMA is free. It is recommended that any interested supplier register at <https://procurement.maryland.gov/> regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

#### **15.0 MULTI-AGENCY PARTICIPATION**

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at the time of contracting. The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Firm(s) and this contract shall be binding only upon the **principal's signing** such an agreement. Invoices shall be submitted "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Firm. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid. MCPS pricing is based on the specifications provided in this solicitation.

#### **16.0 INQUIRIES**

Inquiries regarding this solicitation must be submitted in writing to Angela McIntosh-Davis, MCPS Procurement Unit Team Leader, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850 or e-mail to [Angela\\_S\\_Mcintosh-Davis@mcpsmd.org](mailto:Angela_S_Mcintosh-Davis@mcpsmd.org). Questions are due by 4:00 p.m. on February 15, 2022. Responses will be posted on the MCPS Procurement website on February 18, 2022. MCPS will not be responsible for any oral or telephone explanation or interpretation by any agent or employee of MCPS. Any binding information given to a Firm in response to a request will be furnished to all Firm as addenda/errata, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the uninformed Firms. Only such addenda/errata, when issued by MCPS, will be considered binding on MCPS.

Contact by Firms with any other MCPS employee regarding this solicitation until the contract is awarded by MCPS will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its RFP response. The MCPS Procurement website address is [www.montgomeryschoolsmd.org/departments/procurement/](http://www.montgomeryschoolsmd.org/departments/procurement/).

### **17.0 UNNECESSARILY ELABORATE BROCHURES**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the Firm's lack of cost consciousness. Elaborate art work and expensive visual and other presentation aids are neither necessary nor wanted.

### **18.0 BID PROTESTS**

Any bid protests, including appeals, will be governed by the applicable MCPS Procurement Unit Regulations. The burden of production of all relevant evidence, data and documents and the burden of persuasion to support the protest is on the Firm making the protest.

### **19.0 CONTRACT**

MCPS plans to enter a contractual agreement with the Firm to whom the award is made and intends to make the attached MCPS General Contracting Articles a part of the contract, except and unless modified by MCPS. Proposals must clearly identify any variances from or objections to the specifications in this RFP and the terms and conditions of the MCPS General Contracting Articles. Lacking any response to the contrary, MCPS will infer that the Firm agrees to the specifications of this RFP and each term and condition of the MCPS General Contracting Articles. In particular, the insurance and indemnification provisions set forth in Article 22 and 23 of the MCPS General Contracting Articles, as well as the data collection and confidential information provisions set forth in Article 18, are non-negotiable.

### **20.0 NOTICE TO BIDDERS**

**The appropriate items below must be completed as part of the RFP. Failure to comply may disqualify your bid. Type or print legibly in ink.**

**I. BIDDER INFORMATION:** As appropriate, check and/or complete one of the items below.

- 1. Legal name (as shown on your income tax return) \_\_\_\_\_
- 2. Business Name (if different from above) \_\_\_\_\_
- 3. Tax Identification Number \_\_\_\_\_

**A copy of your W-9 must be submitted with this bid response.**

**II. BIDDER’S CONTACT INFORMATION:** This will be filed as your permanent contact information.

1. Company Name \_\_\_\_\_

2. Address \_\_\_\_\_

3. Bid Representative’s Name \_\_\_\_\_

4. Phone Number/Extension \_\_\_\_\_

5. Email Address \_\_\_\_\_

6. Website \_\_\_\_\_

**III. VENDOR’S CERTIFICATION:** Upon notification of award, this document in its entirety is the awarded Firm’s contract with MCPS. By signing below, the undersigned acknowledges that he/she is entering into a contract with MCPS.

A. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment, and is in all respects fair and without collusion or fraud.

B. I hereby certify that I am authorized to sign for the bidder and that all statements, representations, and information provided in this response to the Request for Proposals, including but not limited to the Non-Debarment Acknowledgement, are accurate.

By (Signature) \_\_\_\_\_

Name and Title \_\_\_\_\_

Witness Name and Title \_\_\_\_\_

**Request For Proposal No. 4338.2,  
Legal Services for Employees' Retirement and Pension System Plan  
and 403(b) and 457(b) Plans**

**TECHNICAL PROPOSAL**

Respondents shall provide in their technical proposals:

1. A description of the firm's experience and knowledge for the past ten (10) years (or for the entire time they have been in business, if shorter) in the area(s) for fiduciary counsel; counsel for investments; tax and benefits administration counsel and securities litigation counsel etc.;
2. The extent of experience with defined benefit government retirement plans and private sector plans (including ERISA experience) in particular, describe the range of responsibilities and services provided.
3. The extent of experience and knowledge in the area(s):
  - a) The nature of advice and representation provided on such matters;
  - b) The length of engagement and the number of hours expended on such matters; and
  - c) The outcomes of such matters;
4. A brief description of how attorney assignments are made, how work load is managed by the firm, and how back up assistance is provided;
5. The name(s) of the senior attorney(s) who will serve as the point of contact for strategic, tactical, administrative, and performance matters relating to the contract;
6. The percentage of annual attorney turnover;
7. The respondent's process and resources for keeping abreast of proposed and actual changes in the laws affecting their area(s) of engagement;
8. Provide a representative listing of clients for whom you currently provide services or for whom you have served as counsel within the last 5 years, including any public sector retirement plans. Please include the name and telephone number of the principal client contact;
9. A description of the respondent's professional liability insurance applicable to the work described in this contract, including limits of coverage and indicate whether any malpractice claims have been filed against the firm and the disposition of those claims (including amounts paid, if any);

10. List any disciplinary actions brought against members of the firm or criminal indictments brought against the firm or members of the firm and the disposition of such actions or indictments;
11. Please discuss any additional information that you would like us to know about your firm that may impact our consideration of your firm as a potential counsel for the Plans.