

**Maine Public Employees Retirement System
Request for Proposals 2025-002
Investment Counsel Services**

1. **About:** The Maine Public Employees Retirement System (MainePERS) is a quasi-governmental agency operating in Augusta, Maine. For more information about MainePERS please visit our website at www.mainebers.org.
2. **Scope:** The objective of this Request for Proposals (“RFP”) is for MainePERS to procure the services of up to two qualified firms to advise MainePERS in connection with its investments in various private market investment vehicles, including private equity funds and hedge funds.
3. **Definition of Parties:** Respondents to this Request for Proposal (RFP) will hereinafter be referred to as “Bidders,” and the Bidder to whom the contract is awarded will hereinafter be referred to as the “Contractor.”
4. **Description of Requirements:** Attachment A describes the products and/or services to be provided by the Contractor to MainePERS pursuant to this RFP.
5. **Terms of Contract:** The Contractor will be required to enter into MainePERS’ standard contract, a copy of which may be found at Attachment B.
6. **Insurance:** For the duration of the contract, the Contractor will be required to obtain, maintain, and provide proof of the following minimum insurance coverage unless MainePERS agrees that the Contractor should be exempt from this requirement or subject to a lesser minimum insurance coverage:
 - a. Professional liability insurance coverage of at least \$50 million per occurrence; and
 - b. Workers’ compensation coverage as required by applicable insurance laws.
7. **Qualifications:** Each Bidder must demonstrate a minimum of ten years of experience in the business of providing the services and products described in this RFP and have access to appropriate resources to perform as necessary to meet the obligations of this RFP.
8. **Substantive Questions:** All substantive questions must be submitted in writing via e-mail to RFP@mainepers.org no later than 4:00 p.m. EDT on April 25, 2025. We anticipate issuing answers to substantive questions on or before May 6, 2025. A copy of any written response to questions will be sent to all potential Bidders’ who submitted questions or requested a copy. Requests may be submitted to RFP@mainepers.org.
9. **Evaluation Committee:** An Evaluation Committee or person will review, evaluate and score all proposals. Following a preliminary review of all proposals submitted by the deadline, the Evaluation Committee or person may or may not interview those Bidders whose proposals have received the highest scores. The interview would be an opportunity for a Bidder to respond to questions and to clarify its proposal. It will not be an opportunity for the Bidder to submit new information not included in the proposal. If interviews of the top scoring Bidders are conducted, the Evaluation Committee or person will conduct a post-interview review of the proposals and any further clarification as conveyed through the interview process. Bids will be evaluated using the following weighted criteria:

CRITERIA	WEIGHT
Relevant Experience and Expertise	45%
Services Provided	30%
Proposed Financial Terms	25%
Total	100%

10. **Proposal Package:** Proposals must be submitted by email and include the following:

- a. Transmittal email which shall include:
 - i. Name and address of the Bidder;
 - ii. Name, title, telephone number, and email address of the contact person for the Bidder;
 - iii. A statement that the proposal is in response to this Request for Proposal; and
 - iv. The Bidder's federal tax I.D. number.
- b. As an attachment to the transmittal email, a PDF file containing the substance of the proposal, including the following mandatory items:
 - i. An executive summary of the proposal;
 - ii. A description of the Bidder's business, a summary of the Bidder's experience (including any experience with MainePERS), and biographical information on the attorneys who would be providing the services (including a summary of relevant experience);
 - iii. A detailed description of the Bidder's current private market institutional investor client base and governmental retirement plan client base and the types of services provided to these entities;
 - iv. A description of your proposed service model, including how you would staff the services and any services or products you provide that you believe distinguish you from other firms;
 - v. A detailed description of the existence of any possible conflicts of interest, including any lawsuits and disputes where the firm represents interests adverse to MainePERS or the State of Maine or any of its agencies, departments, boards, commissions, or officials;
 - vi. A detailed description of any professional sanctions or other pending or threatened governmental or regulatory proceedings which would have an adverse impact on the firm or any member of the firm who would provide legal services under the agreement;
 - vii. Any other information that the Bidder believes should be considered;
 - viii. At least three recent references for whom the Bidder has provided similar services;
 - ix. A statement that all provisions of Attachment B are acceptable or specifically state any objections to any provisions; and
 - x. Attachment C Price Sheet.
- c. All proposals are due no later than 2:00 p.m. EDT on May 20, 2025. Proposals received after 2:00 p.m. will not be considered. Proposals must be submitted by email to RFP@mainepers.org. Mailed, faxed, or hand delivered proposals will not be considered. Bidders will receive an email acknowledging receipt of their proposal. A Bidder who has submitted a proposal and not received an acknowledgment should call (207) 512-3292.

11. **Freedom of Access:** Proposals and any other communications received from Bidders are subject to Maine's Freedom of Access law, 1 M.R.S. ch. 13. If a Bidder believes that a portion of its proposal is exempt from public disclosure under that law, the Bidder must specifically identify that portion and the exemption. Blanket designation of an entire proposal as confidential is ineffective.
12. **Award:** The contract will be awarded to the Bidder whose proposal receives the highest score following the final review.
13. **Award Notification:** All Bidders will be notified of the award decision in writing. MainePERS will initiate contract negotiations with the selected Bidder. Should MainePERS be unable to reach an acceptable contract agreement with the selected Bidder, MainePERS reserves the right to withdraw the award and to make an award in favor of the Bidder whose proposal received the next highest score.
14. **Rights of MainePERS:** The Request for Proposal does not commit MainePERS to award a contract. MainePERS reserves the right to accept or reject any or all proposals received. MainePERS reserves the right not to check any or all references. MainePERS has the right to interview any or all Bidders after the RFP deadline. MainePERS may also cancel or amend this Request for Proposal in part or in its entirety.
15. **Timeline for this RFP:** MainePERS has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of MainePERS.

EVENT	DATE
RFP Issued	April 9, 2025
Deadline for Questions	April 25, 2025
Questions Answered	May 6, 2025
Proposal Due Date	May 20, 2025
Evaluation of Proposals	June 6, 2025
Execution of Contract(s)	June 30, 2025
Contract Start Date	July 1, 2025

Attachment A

Specifications of Work to be Performed

MainePERS is an incorporated public instrumentality of the State of Maine that administers pension and related benefits state employees, teachers, and many municipal employees in Maine. MainePERS manages an approximately \$20 billion trust fund that is invested in public and private markets. Roughly half of MainePERS' portfolio is invested in private market funds (private equity, private credit, infrastructure, real estate, and natural resources) and risk diversifiers (commonly referred to as hedge funds). For more information about MainePERS' investments see www.mainebers.org/investments/.

Services sought include:

1. Provide legal advice to MainePERS in connection with its investments in private market funds;
2. Review of investment-related documentation, including limited partnership agreements, operating agreements, subscription documents, offering memoranda, side letters, legal opinions, participation agreements, credit agreements, and most favored nation election documents;
3. Preparation of summary documents and comment memoranda analyzing and making recommendations in relation to key legal and business points in the investment-related documentation and preparation of side letter provisions;
4. Negotiation of the terms in the investment-related documentation;
5. Coordinate with other counsel as needed, including foreign counsel; and
6. Other services as proposed by the Bidder.

MainePERS' outside legal counsel must be approved by the Maine Attorney General, including approval of fees and terms of engagement, and is subject to the Attorney General's oversight. It is anticipated that the Attorney General's approval will include a cap on fees based on the expected fees to be earned during the term of the contract. If the cap is reached, further approval would be required before additional fees could be incurred. The Contractor will be required to submit invoices simultaneously to MainePERS and the Attorney General, and the Contractor's written legal advice may be shared with and relied upon by the Attorney General as if provided directly. For each attorney providing services to MainePERS, the Contractor will be required to provide evidence of good standing with the bar authority where the attorney primarily practices.

Attachment B
INVESTMENT COUNSEL SERVICES AGREEMENT

THIS INVESTMENT COUNSEL SERVICES AGREEMENT ("Agreement") is made this 1st day of July, 2025, by and between the MAINE PUBLIC EMPLOYEES RETIREMENT SYSTEM ("MainePERS") and _____ (the "Contractor").

NOW, THEREFORE, MainePERS and the Contractor hereby agree as follows:

Section 1 SERVICES OF THE CONTRACTOR

- 1.1 Scope of Services. The Contractor shall furnish services as requested by MainePERS and as set forth in the Securities and Litigation Counsel Request for Proposals, Number 2025-002, issued April 9, 2025 ("RFP") and the Contractor's proposal in response to the RFP, which are incorporated herein by reference and portions of which are attached hereto as Exhibits 1 and 2, respectively. The parties envision that they also will enter into an engagement letter agreement, which shall be considered part of and subject to this Agreement. To the extent that there is a conflict among the body of this Agreement and the exhibits, the body of this Agreement shall take priority.
- 1.2 Compliance with Law. The Contractor warrants and represents that it will comply with all governmental ordinances, laws and regulations. This Agreement shall be governed in all respects by the laws, statutes and regulations of the United States of America and the State of Maine. Any judicial proceeding brought by one party against the other party shall be brought in the courts of the State of Maine.
- 1.3 Licenses, Permits, and Fees. The Contractor shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.
- 1.4 Insurance. The Contractor shall keep in force insurance as specified in the RFP. Prior to the execution of this Agreement, and subsequently at the request of MainePERS, the Contractor shall furnish MainePERS with written or photocopied verification of the existence of such insurance.

Section 2 COMPENSATION

- 2.1 Contract Pricing. [To be filled in.]
- 2.2 Method of Payment. [Payment terms to be filled in.] Invoices and all other billing communications should be directed to:

Maine Public Employees Retirement System
Accounts Payable
P.O. Box 349
Augusta, ME 04332-0349
accounting@mainepers.org
(207) 512-3117

with a copy sent simultaneously to:

[TBD]
Office of the Maine Attorney General
[TBD]@maine.gov

- 2.3 Independent Contractor. In the performance of this Agreement, the parties hereto agree that the Contractor, and any agents and employees of the Contractor, shall act in the capacity of an independent contractor and not as officers or employees or agents of MainePERS.

Section 3 COORDINATION OF WORK

- 3.1 Agreement Administrator. Michael J. Colleran hereby is designated to be the MainePERS Agreement Administrator during the term of this Agreement ("Agreement Administrator"). MainePERS shall have the right to designate another Agreement Administrator upon written notice to the Contractor. All correspondence and related submission from the Contractor shall be submitted to:

Michael J. Colleran
Chief Operating Officer and General Counsel
Maine Public Employees Retirement System
P.O. Box 349
Augusta, ME 04332-0349

- 3.2 Amendments. This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.
- 3.3 Assignment. The Contractor shall not assign or subcontract the whole or any part of this Agreement without the prior written consent of MainePERS, and any attempt to so assign or subcontract shall be invalid. No assignment shall relieve the Contractor of its obligations hereunder. This Agreement will be binding upon the Contractor's successors and permitted assignees.

Section 4 TERM

- 4.1 Term. Unless earlier terminated by MainePERS in accordance with subsection 4.2 below, the term for this Contract shall begin on July 1, 2025, and shall continue through June 30, 2030, except that subsections 5.5, 5.8, 5.9, and 5.10 below shall survive.
- 4.2 Termination. MainePERS may terminate this agreement for any reason by giving the Contractor at least 30-days written notice of termination.

Section 5 MISCELLANEOUS PROVISIONS

- 5.1 Conflicts of Interest. The Contractor shall not engage any Trustee or employee of MainePERS in a position that would constitute a violation of 17 M.R.S. § 3104.
- 5.2 Background Checks. The Contractor shall perform a criminal background check on all of its employees who perform work on MainePERS' property. The Contractor's employees performing work on MainePERS' property must not have been convicted of a felony or any crime involving theft. A list of employees authorized to work on MainePERS' property and the results of their background checks shall be provided to MainePERS by the Contractor upon request.
- 5.3 ID Badges. While on MainePERS' property, all employees of the Contractor shall wear on their person an ID badge or wear a uniform containing the Contractor's business name.
- 5.4 Unauthorized Persons. Unless specifically authorized by the Agreement Administrator, under no circumstance shall another person or persons accompany the Contractor or the Contractor's employees onto MainePERS' property while the Contractor is conducting work under this contract.
- 5.5 Confidential Information/Security. Confidentiality of MainePERS information is required. All materials and documents provided by MainePERS, employers or participants in the plans administered by MainePERS, or MainePERS' vendors, or located in MainePERS buildings, shall constitute confidential information. The Contractor shall maintain confidentiality in accordance with industry standards and State and federal law. Neither the Contractor nor its employees will disclose, release or communicate any confidential information to any third person, individual, organization or entity without specific authorization by MainePERS. Any violation or breach of this provision will constitute grounds for immediate termination of the Agreement and shall entitle MainePERS to all remedies available in law or equity.
- 5.6 Solicitors. The Contractor warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, MainePERS shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 5.7 Non-Discrimination in Employment: MainePERS' contracts for services are subject to statutory conditions related to non-discrimination in employment, 5 M.R.S. § 784. The Contractor has read and agrees to these conditions.
- 5.8 Access to Records. The Contractor shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement for a period of seven (7) years following termination of this Agreement. The Contractor shall allow inspection of pertinent documents by MainePERS or its authorized representatives at the Contractor's office upon reasonable notice and shall furnish copies of the documents if requested.

- 5.9 MainePERS Held Harmless. The Contractor will indemnify, defend, and save harmless MainePERS, its Trustees, employees, and agents from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description resulting from or arising out of the performance of this Agreement by the Contractor, its employees, agents, or subcontractors. This indemnification does not extend to a claim that results solely and directly from (i) MainePERS' negligence or unlawful act, or (ii) action by the Contractor taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of MainePERS in accordance with this Agreement. Nothing in this Agreement shall be construed as a waiver of the privileges or immunities of MainePERS, its Board of Trustees, or its employees.
- 5.10 Notice of Claims. The Contractor shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to this Agreement or which may affect the performance of the Contractor under this Agreement.
- 5.11 Severability. The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
- 5.12 Force Majeure. The performance of an obligation by a party under this Agreement shall be excused in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. In the event of the Contractor's non-performance caused by any of the foregoing reasons, MainePERS may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.
- 5.13 Vendor Security Requirements. The Contractor will comply with requests for Contractor's financial statements, business continuity plans, information security plans, policies and reports, and requests consistent with MainePERS' Vendor Security Requirements, which are attached hereto as Exhibit 3 and incorporated herein by reference.
- 5.14 Attorney General Approval. The Contractor's representation of MainePERS is subject to approval and oversight by the Maine Attorney General. Any terms and conditions in the Attorney General's written approval of the Contractor's representation of MainePERS are incorporated herein by reference. If the Attorney General's approval includes a cap on fees to be earned during the term of this Agreement, further approval from the Attorney General would be required before additional fees are incurred. The parties agree that the Contractor's written legal advice may be shared with and relied upon by the Attorney General as if provided directly. For each attorney providing services to MainePERS under this Agreement, the Contractor is required to provide the Attorney General with evidence of good standing with the bar authority where the attorney primarily practices.
- 5.15 Entire Agreement. This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between

the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

IN WITNESS WHEREOF, MainePERS and the Contractor, by their representatives duly authorized, have entered into this Agreement as of the date first written above.

Maine Public Employees
Retirement System

[Firm Name]

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT 3
MainePERS Vendor Security Requirements

The Contractor shall cooperate with MainePERS in protecting the integrity, security, and confidentiality of MainePERS' information and assets by:

- participating in an annual vendor due diligence process by providing information reasonably requested by MainePERS within 10 business days;

[Other requirements to be identified by Director of Information Technology's designee based on particular Bidder and proposal and subject to negotiation]

Attachment C Price Sheet

Hourly billing rate for each attorney and paralegal named in the proposal, including any discounts (other than reasonable expenses for pre-approved travel, anticipated expenses should be built into the hourly rates – MainePERS will not separately pay for copying, postage, administrative support, or other routine administrative expenses):

Any special payment terms: _____

Any additional or explanatory information: _____

Bidder Name: _____

Bidder Signature: _____ Date: _____

Bidder Address: _____
