

**Maine Public Employees Retirement System
Request for Proposals 2018-002
MaineSTART Program Operations Audit**

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.maineopers.org.
2. **Scope:** The objective of this Request for Proposals (“RFP”) is for MainePERS to procure services for the audit of MainePERS’ Defined Contribution/Deferred Compensation program (MaineSTART) operations.
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:** The Contractor will be required to obtain, maintain, and provide proof of the following minimum insurance coverage unless the Contractor convinces MainePERS that the Contractor should be exempt from this requirement or subject to a lesser minimum insurance coverage:
 - a. Comprehensive or Commercial General Liability - \$2,000,000;
 - b. Workers’ compensation coverage as required by the insurance laws of the State of Maine.
7. **Qualifications:** Each Bidder must demonstrate a minimum of 5 (five) 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 mary.rodimon@mainepers.org no later than 5:00 p.m. EDT on May 29, 2018. We anticipate issuing answers to substantive questions by 5:00 p.m. EDT on June 1, 2018.
9. **Bidders’ Conference:** A mandatory Bidders’ conference call for this RFP will be held at 3:30 p.m. EDT on May 29, 2018. Participants are asked to register in advance for this call by calling (207) 512-3292 no later than May 25, 2018. A Bidder who fails to register may not participate in the call. During the conference call, questions may be asked regarding the RFP. MainePERS may provide answers to questions at that time or provide a written response. All participants in the Bidders’ conference will receive a copy of the written response to questions.

10. **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 original proposal submitted. 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
Qualifications (including any prior experience with MainePERS)	75%
Price	25%

11. **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), any information required by Attachment A, any other information that the Bidder believes is material to its qualifications, and at least three (3) current customer references;
 - iii. A statement that all provisions of Attachment B are acceptable or specifically state any objections to any provisions; and
 - iv. A completed and signed Price Sheet (attached hereto as Attachment C).

- c. All proposals are due no later than 2:00 p.m. on June 15, 2018. Only proposals received as of 2:00 p.m. will be considered. Proposals must be submitted by email to mary.rodimon@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 Mary Rodimon at (207) 512-3292.

12. **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 would be ineffective.

13. **Award:** The contract will be awarded to the Bidder whose proposal receives the highest score following the final review.

14. **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.

15. **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.

16. **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	May 7, 2018
Register for Bidders’ Conference	May 25, 2018
Bidders’ Conference	May 29, 2018
Deadline for Questions	May 29, 2018
Questions Answered	June 1, 2018
Proposal Due Date	June 15, 2018
Evaluation of Proposals	June 18, 2018
Execution of Contract	June 29, 2018
Contract Start Date	July 1, 2018

Attachment A

Scope of Work

MainePERS administers a 401(a) defined contribution plan, a non-ERISA 403(b) tax sheltered annuity plan, and a 457 deferred compensation plan. These plans are branded as “MaineSTART” and made available to Maine governmental employers for their employees. The MainePERS DC Oversight Council, consisting of senior managers and other staff with relevant responsibilities, provides oversight to the MaineSTART program.

The audit of MaineSTART operations will include an assessment and suggestions for improvement, if any, of:

1. The DC Oversight Council’s structure, including documented policy and practices, in terms of meeting the fiduciary obligations associated with MaineSTART;
2. The calendar used to schedule items for periodic evaluation by the Council;
3. The documentation associated with meeting agendas, meeting outcomes, and agenda item review;
4. Interactions with Newport Group, the MaineSTART recordkeeper;
5. Effectiveness of council oversight with respect to day to day operations of the plans;
6. Effectiveness of council oversight with respect to employer/participant compliance with plan document(s) and other requirements; and,
7. Scalability of the operational and governance structure, particularly in terms of varying growth patterns.

Attachment B
MAINESTART PROGRAM OPERATIONS AUDIT AGREEMENT

THIS MAINESTART PROGRAM OPERATIONS AUDIT AGREEMENT (“Agreement”) is made this ____ day of _____, 2018 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 MaineSTART Program Operations Audit Request for Proposals, Number 2018-002, issued May 7, 2018 (“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.
- 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 issued by a company licensed to do business in the State of Maine. 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. [Invoicing and payment terms to be filled in.]
- 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. James Dusch is hereby 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 invoices, correspondence and related submission from the Contractor shall be submitted to:

James Dusch, Agreement Administrator
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, 2018, and shall continue until June 30, @@@@, except that subsections 5.5, 5.7, 5.8, and 5.9 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. No member of the MainePERS Board of Trustees or individual employed by MainePERS at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 17 M.R.S. § 3104. No other individual employed by MainePERS at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to the individual’s employment by or financial interest in the Contractor or any affiliate of the Contractor, without the written consent of MainePERS.

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 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 agrees to indemnify, defend, save and hold harmless MainePERS and its officers, trustees, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Contractor, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor,

material provider, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as “Person”) providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims suffered or incurred by any Person who may be otherwise injured or damaged in the performance of this Agreement; and (iii) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. 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.

- 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 MainePERS’ Vendor Security Requirements, which are attached hereto as Exhibit 3 and incorporated herein by reference.
- 5.14 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

Company Name

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT 1

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 based on particular Bidder and proposal and subject to negotiation]

**Attachment C
Price Sheet**

Price: _____

Any Special Payment Terms: _____

Any Additional or Explanatory Information: _____

Bidder Name: _____

Bidder Signature (written): _____ Date: _____

Bidder Address: _____
