

MAINE RETIREMENT SAVINGS BOARD
REQUEST FOR PROPOSALS FOR LEGAL SERVICES

Issue Date: December 20, 2022

Title: Various Legal Services to the Maine Retirement Savings Board

Issuing Agency: Maine Retirement Savings Board
c/o Office of State Treasurer
111 Sewall Street
Augusta, ME 04333-0039

Period of Contract: Three years, subject to renewal for an additional two-year term. At all times, terminable at will by the Maine Retirement Savings Board

PROPOSALS WILL BE RECEIVED UNTIL: 4:00 PM, January 12, 2023

In compliance with Maine Retirement Savings Board Request for Proposals for Legal Services and subject to all the conditions imposed herein, the undersigned offers and agrees to furnish legal services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm: _____

By: _____
Signature

Date: _____

Federal EIN: _____ Telephone Number: _____

Email Address: _____

NOTE: This public body does not discriminate against a firm because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

***Please attach an executed copy of this form to the front of the proposal submitted.**

TABLE OF CONTENTS

1. GENERAL INSTRUCTIONS 2
1.1 POSTING2
1.2. PROPOSAL QUESTIONS.2
1.3. SUBMISSION.2
1.4. PROPOSAL FORMAT..... 2
1.5. DELIVERY 2
1.6. COMPLETE RESPONSE.2
1.7. OWNERSHIP OF PROPOSALS.....3
1.8. COVERED EMPLOYERS MAY NOT RESPOND.....3

2. PURPOSE.....3

3.BACKGROUND 3

4.SELECTION PROCESS.....4
4.1. EVALUATION.....4
4.2. TIMING.....4
4.3. SELECTION4

5. SCOPE OF SERVICES.....4
5.1. GENERAL.4
5.2. SPECIFICATIONS.4
5.3. LENGTH OF ENGAGEMENT.....5

6. QUALIFICATION OF FIRMS..... 5
6.1. PRIMARY CONTACT..... 5
6.2. ASSIGNED PERSONNEL 5
6.3. FIRM DESCRIPTION.....5
6.4. EMPLOYEES/STAFF.....6
6.5. TAX AND SECURITIES EXPERTISE.....6
6.6. OTHER EXPERIENCE.....6
6.7 REFERENCES.....6
6.8. LEGAL PROCEEDINGS.....6
6.9. LITIGATION.....6
6.10. CODE OF ETHICS/CONFLICT OF INTEREST.....6
6.11. PROFESSIONAL LIABILITY COVERAGE.....7

7. PRICING PROPOSAL 7
7.1. NORMAL BILLING RATES.7
7.2. PROPOSED BILLING RATES AND METHODS.7
7.3. BILLING AND PAYMENTS.....7

8. LEGAL SERVICES AGREEMENT 8

EXHIBIT A TO MRSB RFP 9

1. GENERAL INSTRUCTIONS

1.1. Posting. This Request for Proposals (RFP) is posted on the website of the Maine Office of State Treasurer (<https://www.maine.gov/treasurer>) and the website of the Maine Retirement Savings Board (<https://sites.google.com/mainesaves.org/mrsb>). Addenda and attachments also will be posted on both sites, if issued

1.2. Proposal Questions. Any questions concerning this RFP must be communicated in writing (by email) to the contact below no later than 5:00 p.m. on December 28, 2022 in order to allow time for a response prior to the proposal due date.

Elizabeth Bordowitz, Executive Director
E-mail: elizabeth.bordowitz@mainesaves.org

1.3. Submission. One (1) original, so marked and four (4) copies of each proposal must be submitted to the Maine Retirement Savings Board (“MRSB”). Proposals for Legal Services will be accepted until 4:00 p.m. on January 12, 2023. Please also submit an electronic version of your proposal in addition to, but not in place of, hard copies.

1.4. Proposal Format. Proposals should conform to the following specifications:

- 1.4.1.** The cover page of this RFP, signed by an authorized person, should be completed and returned as page one of the proposal.
- 1.4.2.** A one-page summary of the proposal should follow the cover sheet.
- 1.4.3.** Responses should be provided to each question asked in Sections 6 and 7 of this RFP.
- 1.4.4.** A firm may respond offering to provide the full range of legal services described in the RFP OR may respond to offer services in one or more specialized areas of the law. Any response so limited should be specific as to the services offered.

1.5. Delivery. Proposals may be mailed or hand delivered to:

**Maine Retirement Savings Board
C/O Treasurer of State
Proposal for Legal Services
111 Sewall Street
Augusta, Maine 04333-0039
Attn: Elizabeth Bordowitz**

The MRSB bears no responsibility for lost or misdirected mail.

1.6. Complete Response.

- 1.6.1.** An authorized representative of the firm shall sign the original proposal.

- 1.6.2. Failure to submit all information requested may result in the MRSB's requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
- 1.6.3. The MRSB may reject proposals that are substantially incomplete or lack key information; provided, however, a firm may respond in such a way as to offer only to provide certain types of legal services rather than a broad offering of legal services. Responses to all questions in Sections 6 and 7 must be provided by all firms, whether for a limited or general range of services.
- 1.6.4. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and relevance of content.

1.7. Ownership of Proposals. Ownership of all data, materials and documentation originated and prepared for the MRSB pursuant to the RFP shall belong exclusively to the MRSB and be subject to public inspection in accordance with the Maine Freedom of Information Act. Trade secrets or proprietary information submitted by a firm shall not be subject to public disclosure under the Maine Freedom of Access Act; however, the firm must invoke the protection of Title 1 *Maine Revised Statutes Annotated*, Ch. 13, §432(2)(E), in writing, either before or at the time the data or other material is submitted. The written notice shall specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted shall be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. **THE CLASSIFICATION OF AN ENTIRE PROPOSAL DOCUMENT, LINE ITEM PRICES AND/OR TOTAL PROPOSAL PRICES AS PROPRIETARY OR TRADE SECRETS IS NOT ACCEPTABLE AND WILL RESULT IN THE REJECTION OF THE PROPOSAL.**

1.8. Covered Employers May Not Respond. Firms that are “covered employers” under 5 MRSA §171 (3) are precluded from responding this RFP.

2. PURPOSE

The Maine Retirement Savings Board (“MRSB” or “the Board”) is soliciting proposals from attorneys in private practice to provide legal services to the MRSB. The MRSB may select a single firm or multiple firms to provide the legal services required pursuant to the RFP. Services will be sought when the MRSB determines it is impracticable or uneconomical for the Office of Attorney General Counsel to render the legal services contemplated by this RFP. Attorneys selected to do this work will carry the primary legal responsibility for all assignments under this appointment.

3. BACKGROUND

The MRSB is an independent agency of the State of Maine created by PL 2021, Ch. 356, 5 MRSA Sec. 171 et seq. The MRSB is charged with implementation and administration of the Maine Retirement Savings Program.

The MRSB is administered by an Executive Director and a nine-member Board, comprised of eight citizen members appointed by the Governor, and the State Treasurer. Citizen members are required to have significant relevant experience.

4. SELECTION PROCESS

4.1. Evaluation. Proposals will be evaluated based upon the overall merits of the proposal including, but not limited to:

- 4.1.1.** Experience and qualifications in providing legal services similar to those described in this RFP, including the firm's references from clients;
- 4.1.2.** The plan and proposed staffing to provide the MRSB with legal services as described in Section 5, Scope of Services;
- 4.1.3.** Pricing proposal.

No percentage weight is attached to the evaluation criteria.

4.2. Timing. The selection of the firm or firms to provide legal services will be made as soon as practicable and within the discretion of the MRSB, subject to the approval of the Attorney General.

4.3. Selection. After a review of proposals, the MRSB may select a firm or firms to provide the requested services or may conduct interviews with one or more firms. Any interview will be a fact-finding and interview session only and does not include negotiation. The MRSB will schedule the time and location of any such presentations. Oral presentations are at the option of the MRSB and may or may not be conducted. Staff will negotiate a contract with the selected firm or firms to provide the services outlined.

5. SCOPE OF SERVICES

5.1. General. The scope of the engagement shall include, but not be limited to, the following: specialized legal counsel with respect to issues of federal and state securities law, ERISA, intellectual property, business, banking, bankruptcy, contract (including comprehensive program management contracts), and other areas as may be requested by the MRSB. The MRSB makes no guarantee as to the volume of work that may be referred under this engagement. All legal advice must, upon request, be documented in writing. Documentation by electronic mail shall satisfy this requirement. The Selected Firm(s) shall provide timely updates to and work closely with the MRSB, its designees and consultants concerning all activities related to the MRSB. By responding to this RFP the Selected Firm(s) acknowledge that the MRSB will share all written legal advice with the Attorney General who may rely on such legal advice as if it was provided directly to the Attorney General.

5.2. Specifications. The scope of work in this engagement may include, but not necessarily be limited to:

5.2.1. Negotiate contractual terms as requested by the MRSB. In particular, Contracts establishing partnerships with other State Auto IRA Programs and related contracts with Program Administrators and Investment Advisors with special emphasis on the issuance of Municipal Fund Securities in a partnership relationship

5.2.2. Informal advice, formal opinions of counsel and research and legal analysis on issues concerning the substantive areas identified in this RFP.

5.2.3. Monitor pending case law and statutory and regulatory developments and keep the MRSB abreast of significant or pending changes in areas of law which are relevant to the MRSB, including banking, securities laws and ERISA.

5.2.4. Provide legal services with respect to special projects concerning issues that may arise related to the implementation and ongoing operation of the Maine Retirement Savings Program.

5.2.5. Provide advice with respect to matters of fiduciary duties in connection with a wide range of matters.

5.3. Length of Engagement. The period of engagement will commence on the date of appointment and will continue for a period of three years (subject to renewal for an additional two-year term) or until otherwise terminated. The Maine Retirement Savings Board reserves the right to engage other counsel to provide legal advice and to terminate any appointment (including any appointment made pursuant to this RFP) at will. Specifically, this RFP may result in the selection of more than one firm.

6. QUALIFICATION OF FIRMS

Please provide complete but succinct responses to each of the following questions:

6.1. Primary Contact. Provide the firm's complete name, address, telephone and fax numbers and web address and the name, title, address, phone number and email address of the proposed primary day-to-day contact for this engagement. It is expected that at least two qualified senior attorneys with competence to provide the legal counsel described herein will be designated for this engagement.

6.2. Assigned Personnel. Identify the individuals who would perform the work in this engagement and describe how their responsibilities will be assigned and managed. Please provide resumes for each person whom you anticipate will provide services under this engagement, including background and experience relevant to this engagement, and each person's capacity to provide advice as quickly as needed if the primary contact for the engagement is not available. Should your firm be selected for this engagement, and you subsequently wish to substitute personnel, MRSB shall be provided with the resume of any proposed substitute. MRSB reserves the right to approve personnel assigned to provide legal services.

6.3. Firm Description. Provide a brief description of your firm, including its organizational structure, history and main areas of practice. Please provide a detailed description of the relevant areas of your firm's practice and their importance within your firm. Please also discuss whether there have been any significant developments in the firm such

as changes in ownership, restructuring or personnel reorganizations or departures within the past three years and whether you anticipate any future significant changes in the organization.

6.4. Employees/Staff. Provide an organizational chart for the firm and provide the number of employees, professional and support, in the firm. Identify the support staff who would perform the work in this engagement and indicate each person's experience in the identified substantive areas. Describe how his or her responsibilities will be assigned and managed during this engagement.

6.5. Related Legal Expertise.

6.5.1. Describe your firm's expertise with federal and state securities law and regulations in general and, in particular, your firm's experience with respect to the issuance of Municipal Fund Securities and State implemented Retirement Savings plans.

6.5.2. Describe your firm's experience in negotiating comprehensive program management agreements

6.5.3 Describe your firm's experience in negotiating multi-state partnership agreements.

6.6. Other Experience. Describe in detail other areas of expertise and experience that you consider especially useful in providing advice and general representation or that may qualify your firm for this engagement. Please address specifically your firm's expertise and experience with respect to intellectual property, banking, bankruptcy and contracts.

6.7. References. Please list three of the firm's clients that are comparable to the MRSB, indicating the length of service of each engagement and the date of the engagement. Include a contact name, telephone number, email and complete mailing address. The MRSB may contact any of these clients. Please list any states, political subdivisions, institutional investors or retirement savings plans that have retained your firm within the last five years to provide legal services.

6.8. Litigation. If your firm is representing clients in litigation or in other matters where the exercise of your professional judgment on behalf of the MRSB might be affected, please identify and describe each such situation. By responding to this RFP, the firm expressly agrees that, if selected, the firm will not represent other parties in any action against the MRSB. This prohibition extends to any member of the firm.

6.9. Legal Proceedings. Within the past three years has the firm or an officer or principal of the firm been involved in any business litigation or other legal proceedings (including SEC or other federal or state regulatory agency charges, investigations or similar proceedings) relating to legal advice or related activities? If so, please provide an explanation and indicate the current status or disposition of any such proceeding

6.10. Code of Ethics/Conflict of Interest. Does the firm have a written code of conduct or ethics and/or a conflict-of-interest policy? How is it monitored and enforced?

6.10.1. The MRSB expects to enter into a partnership agreement with one or more other State entities offering Auto IRA Programs. Identify any conflicts of interest this may create, including specifically any relationship your firm may have with your firm with states such as Oregon, California, Illinois, Maryland, Connecticut, Colorado and others offering an individual retirement account to employees without access to a workplace retirement plan.

6.10.2. If your firm is representing the State of Maine or any of its agencies, departments, boards, commissions, or officials, or if your firm is representing clients in matters adverse to the State of Maine or any of its agencies, departments, boards, commissions, or officials, please identify and describe each such situation.

6.11. Professional Liability Coverage. Describe your professional liability insurance, including limits of coverage. Please attach a copy of the cover page of your policy. The Selected firm(s) may be required to provide the MRSB with a valid Certificate of Insurance before providing any services. The MRSB reserves the right to approve any insurance proposed by the Selected Firm(s).

7. PRICING PROPOSAL

7.1. Normal Billing Rates. Please list normal hourly billing rates for the firm and any persons identified in Section 6.2 or 6.4 of this RFP who will bill on an hourly basis.

7.2. Proposed Billing Rates and Methods. Please list any discount in hourly billing rates the firm is willing to offer under this proposal. While there are many creative ways in which a firm can supply lower rates, examples of favorable proposals might include: standard hourly rates subject to an agreed upon ceiling rate for certain projects, standard hourly rates less an agreed upon percentage, flat rate proposals, blended rates, monthly retainers or other billing methods. Include in your proposal any assumptions on which a blended rate is based (if a blended rate is being proposed). If you plan to increase the individual hourly or blended rates during the term of this appointment, please provide the percentage increase for each year or the method proposed to calculate any increase. Increases not contemplated at the time of the appointment and included in the firm's proposal will be subject to negotiation and may not be granted absent extraordinary circumstances. You should also provide information on how you propose to keep track of, and charge for, any expenses. (Incidental office expenses will not be reimbursed for this work. No fees or expenses will be paid for travel time or mileage, except in cases when the attorney's travel exceeds 50 miles round-trip. Firms should take this into account in their proposal.) Include in your proposal any assumptions on which your hourly fee is based and any factors that you believe would justify an increase in fees or rates.

7.3. Billing and Payments. Upon selection, the firm(s) will provide the MRSB with detailed billing statements each month that will permit thorough monitoring of legal services costs. Each statement will contain a detailed description of work performed on a daily basis, identifying all personnel involved, the amount of time expended, and the authorized charges associated with the work performed. Copies of each billing statement must simultaneously be provided to the State of Maine Office of Attorney General. The MRSB will not authorize payment for work that fails to comply with the terms and conditions stated

herein, that is excessive or disproportionate in time or task, or that is contrary to any policy, term or condition as may be specified by the MRSB.

8. LEGAL SERVICES AGREEMENT

Execution and submission of a response to this RFP shall constitute agreement to all terms and conditions specified in the RFP, including, without limitation, the Legal Services Agreement (Exhibit A) and all terms and conditions therein, except such terms and conditions that the firm expressly excludes in its proposal. Exceptions will be taken into consideration as part of the evaluation process. MRSB reserves the right to negotiate final contract terms, including pricing, with the Selected Firm(s). The contract between the parties will consist of the RFP, the Selected Firm's proposal, and the Legal Services Agreement, together with any modifications and clarifications thereto that are submitted at the request of MRSB during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed Legal Services Agreement; the RFP; any approved modifications and clarifications to the Selected Firm's proposal; and the Selected Firm's proposal.

Exhibit A to MRSB Legal Services RFP

**LEGAL SERVICES AGREEMENT BETWEEN
The Maine Retirement Savings Board AND _____**

This Agreement, dated as of _____, by and between the Maine Retirement Savings Board (MRSB), an independent agency of the State of Maine and _____ (the Firm), governs the provision of legal services to be provided to MRSB according to the terms and conditions set out below. In consideration of the mutual covenants herein set forth, the parties hereto agree as follows:

1. Incorporation by Reference. The Recital to this Agreement is incorporated herein by reference.
2. Term. The term of this Agreement begins on _____ and shall continue for three years from the date of the original term. The Agreement will automatically renew for an additional two-year term unless terminated by written notice to the other party hereto.
3. Pricing. The pricing agreed to by the parties hereto is set out in Attachment A, which is incorporated in its entirety into this Agreement.
4. Scope of Work. The Firm agrees to provide legal services in various areas on an ongoing basis, as requested by MRSB. Legal services shall include, but not be limited to, the areas of federal and state securities law, intellectual property, business, banking, bankruptcy, contract, and other areas as may be requested by the MRSB. All legal advice must, upon request, be documented in writing. Documentation by electronic mail shall satisfy this requirement. The Request for Proposals and the Firm's proposal in response thereto are attached hereto as Exhibit 1 and Exhibit 2, respectively, and are incorporated herein in their entirety. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: this final executed Legal Services Agreement; the Request for Proposal for Legal Services; any approved modifications and clarifications to the Firm's proposal; and the Firm's proposal. MRSB makes no representation as to the amount of legal work to be requested, nor does it represent that the Firm shall be the sole source of legal representation to MRSB. To the extent ethically possible, the Firm shall provide all aspects of representation to MRSB in litigation. Such services may be provided in conjunction with the Office of the Attorney General.
- [5. Nondiscrimination. The Firm certifies that, where applicable, it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Maine Human Rights Act and Maine Civil Rights Act.
 - 5.1. The Firm agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a *bona fide* occupational qualification reasonably

necessary to the normal operation of the Firm. The Firm agrees, when applicable, to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

5.2. The Firm, in all solicitations or advertisements for employees placed by or on behalf of the Firm, will state that the Firm is an equal opportunity employer.

5.3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.]

6. Ethics in Public Contracting. The Firm certifies that this Agreement is made without collusion or fraud and that it has not offered or received any kickbacks or inducements in connection with this Agreement, and that it has not conferred on any public employee having official responsibility for this Agreement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

[7. Immigration Reform and Control Act of 1986. The Firm hereby certifies that it does not and will not during the performance of this Agreement knowingly employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.]

8. Payment. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after receipt of a valid and correct invoice. This shall not invalidate offers of discounts for payment in less than 30 days.

8.1. The Firm shall submit an itemized invoice for services, including a description of such services and the individual(s) providing such services, and the individual's (s') hourly rate and number of hours or fraction thereof being billed, preferably by electronic mail, directly to **info@mainesaves.org**. All invoices shall show the Firm's federal employer identification number.

8.2. The Firm shall invoice all goods or services provided under this Agreement at the price specified herein

8.3. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail.

8.4. The Firm shall bill all goods or services provided under this Agreement pursuant to the provisions of Exhibit 3, Fees and Billing, attached to and made a part of this Agreement.

9. Assignment; Binding on Successors. The Firm shall not assign this Agreement in whole or in part without MRSB's prior written consent. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and approved assigns.

10. Modification. The Agreement may be modified only by mutual written agreement of the parties hereto.
11. Headings. All section headings contained in this Agreement are for the sole purpose of clarification and convenience of reference and are not intended to limit or expand the scope of any provision of this Agreement.
12. No Waiver. Nothing in this Agreement shall be deemed or construed as an express or implied waiver of the sovereign immunity of the State of Maine or a pledge of the full faith and credit of the State of Maine. Failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.
13. Audit. The Firm shall retain all books, records, and other documents relative to this Agreement for five (5) years after final payment. MRSB, its authorized agents, or State of Maine auditors shall have full access to and the right to examine any such materials during this period upon reasonable notice.
14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. To facilitate the expedited finalization of this Agreement, it is understood and agreed by the parties hereto that (i) delivery of an executed copy thereof by facsimile or as a “pdf” file attached to an e-mail shall be binding to the same extent as delivery of the executed original itself, and (ii) if an executed copy of this Agreement is delivered via facsimile or as a “pdf” file, then the executed original(s) shall, thereafter, be promptly delivered.
15. Maine Freedom of Access Act. The Firm acknowledges that MRSB is a “public body” under the Maine Freedom of Access Act (“FOAA”), 1 MRSA §401, et seq., and that all documents, notes, emails and other forms of communication in the custody or control of MRSB, including those sent to MRSB by outside entities, are subject to production under FOAA upon request, subject only to any applicable exemptions under FOAA. Information protected by Attorney-Client Privilege or deemed to be Attorney Work Product should be clearly marked as such, as described in more detail in Request for Proposals.
16. Applicable Laws and Courts. This Agreement shall be governed in all respects by the laws of the State of Maine, without regard to the legislative or judicial conflict of laws rules of any state. The parties hereto agree that venue for any litigation arising out of or related to this Agreement shall be in state or federal court located in Portland, Maine. The Firm agrees to comply with all applicable federal, state and local laws, rules and regulations.
17. Severability. A determination by a court of competent jurisdiction that any portion of this Agreement is invalid or unenforceable shall have no effect on the validity or enforceability of the remaining portions of the Agreement.

18. Integration. The Agreement is the complete and exclusive statement of the agreement between the Firm and MRSB and supersedes any proposal or prior agreement, oral or written, and any other communications between the Firm and MRSB relating to the subject matter hereof.
19. No Third Party Beneficiaries. This Agreement is solely for the benefit of the Firm and MRSB and shall not be construed as conferring any rights on any third party.
20. Availability of Funds. It is understood and agreed between the parties hereto that MRSB shall be bound hereunder only to the extent of the funds appropriated or which may hereafter be appropriated.
21. Cancellation of Agreement. The parties hereto reserve the right to cancel and terminate the Agreement, in part or in whole, without penalty, upon 30 days' written notice to the other party. Any work already completed hereunder up until the time such notice is received shall be billed and paid in accordance with the terms hereof.
22. Representation by Counsel. MRSB and the Firm acknowledge that each party to this Agreement has been represented by counsel or has had the opportunity to review this Agreement with counsel. Accordingly, any rule of law or any legal decision that would require the interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and any such right is expressly waived.
23. Notices. Other than those pertaining to the invoicing of services, all notices and other communications pursuant to the Agreement, with the exception of invoices which shall be submitted as herein provided, shall be in writing and shall be deemed to have been given when (i) delivered in person, (ii) sent by Federal Express or a comparable express courier service or (iii) mailed by registered or certified mail, postage prepaid, to the following addresses:

To MRSB:

Executive Director
Maine Retirement Savings Board
c/o Office of State Treasurer
State House Station 39
111 Sewall Street 9001
Augusta, Maine 04333-0039

With a copy by email to: Info@mainesaves.org

To _____

With a copy by email to: _____

24. Advertising. The Firm shall not state in any of its advertising, literature or list or representative clients that the MRSB uses its services without MRSB's express written consent.

25. Subcontractors. No portion of the work under this Agreement shall be subcontracted without the prior written approval of MRSB. The Firm agrees that it is as fully responsible for the acts and omissions of its approved subcontractors as it is for the acts and omissions of its own employees.

Maine Retirement Savings Board _____ **(Firm)**

BY: _____ BY: _____

NAME: Elizabeth Bordowitz

NAME:

TITLE: Executive Director

TITLE: _____

DATE: _____, 2023

DATE: _____, 2023

Exhibit 1

REQUEST FOR PROPOSALS

Exhibit 2

**Proposal of _____ in Response to MRSB Request foProposals
for Legal Services Date _____ 20__**

Exhibit 3

FEES and BILLING

The fee structure for services provided pursuant to this Agreement and the parties providing such services shall be as indicated below. Notice of increases in any rates shall be according to the terms of this Agreement and provided to MRSB in writing prior to the effective date of such increases. Such increases are subject to MRSB's acceptance thereof. Notification of changes in staffing for any matter shall be provided to MRSB in writing, along with the proposed hourly rate for such individuals. Also specified below are the specifics of any other billing policies, including those for LEXIS/WESTLAW, travel, filing fees, etc.

What is the position of your firm with states such as Oregon, California, Illinois, Maryland, Colorado, and others offering an individual retirement account program to employees without access to a workplace retirement program?