

Maine Public Employees Retirement System
Request for Proposals 2026-005
Hearing Officer Services

1. **About:** The Maine Public Employees Retirement System (MainePERS) is a quasi-independent government instrumentality 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 Hearing Officer Services from two or more Bidders to preside over administrative appeals arising under the laws, rules, and policies governing the MainePERS. Hearing Officers are assigned appeal cases on an as-needed basis and are responsible for conducting impartial, timely, and legally sound adjudicatory proceedings.
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 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 Hearing Officer 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:

Professional liability insurance coverage of at least \$2 million per occurrence; and
Workers’ compensation coverage as required by insurance laws.
7. **Qualifications:** Each Bidder must be an active member in good standing of the Maine Bar; demonstrate experience in administrative law, adjudicatory proceedings, or as a hearing officer for Maine State agencies; 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 5:00 p.m. EDT on October 16, 2026. We anticipate issuing answers to substantive questions on or before October 21, 2026. 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 their 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
Services Provided	35%
Relevant Experience	30%
Other Qualifications	10%
Price	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 Proposals; 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 and biographical information, a summary of relevant professional experience (including any experience with MainePERS), and any business affiliations;
 - iii. A detailed description of the Bidder's client base, including the types services provided to these entities;
 - iv. A description of your proposed service;
 - v. A detailed description of the existence of any possible conflicts of interest, including any matter where you have represented 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 October 30, 2026. Proposals received after 2:00 p.m. EDT 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 Proposals 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 Proposals 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	October 6, 2026
Deadline for Questions	October 16, 2026
Questions Answered	October 21, 2026
Proposal Due Date	October 30, 2026
Evaluation of Proposals	November 6, 2026
Execution of Contract	November 10, 2026
Contract Start Date	November 15, 2026

Attachment A

Specifications of Work to be Performed

The Maine Public Employees Retirement System (MainePERS) is a quasi-independent instrumentality of the State of Maine that administers qualified defined benefit pension plans for most State of Maine employees, teachers, judges, and legislators, as well as many employees of municipal, county, and other governmental entities.

MainePERS seeks to contract for at least two independent, impartial, and unbiased administrative Hearing Officers to preside over appeals of MainePERS decisions. A Hearing Officer acts independently of MainePERS and has a duty to render an impartial recommended decision to the MainePERS Board of Trustees based upon the record as a whole and which resolves all material issues in the appeal.

Hearing Officer services sought by MainePERS in this RFP include:

1. Conducting prehearing conferences, as necessary.
2. Establishing procedural schedules.
3. Ruling on procedural motions.
4. Managing the progress of the appeal to facilitate timely resolution.
5. Presiding over hearings in accordance with Chapter 702.
6. Ensuring each party receives a meaningful opportunity to present evidence and argument.
7. Resolving discovery disputes.
8. Determining admissibility of evidence.
9. Receiving documentary and testimonial evidence.
10. Evaluating credibility and evidentiary weight.
11. Ruling on motions and granting continuances for good cause.
12. Preparing a recommended written decision, containing findings of fact, credibility determinations, conclusions of law, application of governing statutes and rules, analysis of each material issue raised, recommendation affirming, reversing, modifying, or otherwise disposing of the appeal, and citation to applicable legal authorities supporting the recommendation.
13. Other services consistent with 5 M.R.S. §17451, the Maine Administrative Procedure Act, and MainePERS Rule, Chapter 702.

Attachment B
HEARING OFFICER SERVICES AGREEMENT

THIS HEARING OFFICER SERVICES AGREEMENT ("Agreement") is entered into on _____, between the MAINE PUBLIC EMPLOYEES RETIREMENT SYSTEM (hereinafter, "MainePERS") and _____ (hereinafter, "Contractor").

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

1. Services as a Hearing Officer. The Contractor agrees to provide services to MainePERS as a hearing officer in matters appealed to the Board of Trustees (hereinafter "Board") under Chapter 702 of the Board's rules, as in effect on the above date or as thereafter amended. In providing these services, the Contractor agrees:
 - a. To perform the duties and exercise the powers described in Chapter 702 and to do so in accordance with Chapter 702 and the Maine Administrative Procedure Act;
 - b. To participate in training as deemed necessary by MainePERS;
 - c. Unless prevented by circumstances beyond the Contractor's control or removed by MainePERS, to serve as hearing officer through the entire appeal process in any appeal assigned to and accepted by the Contractor;
 - d. To maintain reasonably flexible availability to accept assigned appeals;
 - e. To evaluate each assigned appeal for actual or potential conflict of interest, or the appearance of conflict; to evaluate whether recusal or disclosure to the parties is appropriate; and if the Contractor does not recuse himself/herself from the assigned appeal pursuant to Chapter 702, to discuss the conflict and the Contractor's proposed method of addressing it with Board legal counsel; and to accept Board legal counsel's decision as to how the conflict should be addressed, except that the Contractor may refuse to accept or proceed with an appeal where the Contractor believes there to be a conflict that cannot otherwise be addressed;
 - f. Once an appeal has been assigned to the Contractor, to be cognizant of statutory provisions regarding the time frame for Board action and to devote sufficient time to work under this Agreement to move cases expeditiously through the appeals process, including typically issuing recommended decisions for comment within 90 days after briefs are submitted and typically issuing final decisions within 30 days after comments are submitted;

- g. To be versed in statutes, rules and policies governing MainePERS and the Board, including without limitation those regarding confidentiality, and to remain so during the term of service as a hearing officer;
 - h. To safely maintain all documents and records in the Contractor's possession related to all appeals in which the Contractor serves as hearing officer, and to promptly turn over to MainePERS all original documents and records related to each appeal after the Board has issued its final decision in the appeal;
 - i. Whenever an appeal of the Board's final decision in a case in which the Contractor has served as hearing officer is made to Superior Court, to cooperate as requested by MainePERS or the Board's legal counsel in order that the record on appeal can be correctly prepared by MainePERS.
2. Contractor's Records. The Contractor agrees to keep accurate and complete records of time expended in the performance of the services specified in this Agreement, to the nearest 1/10 of an hour, and of reimbursable expenses as provided for in Section 3(b) of this Agreement. The Contractor agrees to keep time and expense records in relation to each separate appeal. The Contractor agrees to submit an itemized bill, in a form required or approved by MainePERS, for each month in which any service is performed or reimbursable expense incurred, with supporting time records and expense documentation.
3. MainePERS agrees to provide:
- a. Administrative Support. MainePERS agrees to provide administrative support necessary to carry out the duties of Hearing Officer as set out in this Agreement. Administrative support also includes access to a MainePERS advisor who can act as a resource for MainePERS' policies, procedures, and institutional knowledge, etc.
 - b. Fees. [To be filled in].
 - c. Reimbursement for Expenses. [To be filled in]
 - d. Payment of Contractor's Bills for Fees and Expenses. [To be filled in].
4. Term. Unless earlier terminated by MainePERS in accordance with paragraph 5 below, the term for this Agreement shall begin on _____ and shall continue through _____. This Agreement may be extended by mutual agreement of MainePERS and the Contractor, by a written extension signed by MainePERS and the Contractor.
5. Termination. MainePERS may terminate this Agreement on 30-days written notice. MainePERS may terminate this Agreement immediately if the Contractor fails to meet the timeframes set out in section 1, paragraph f while working less than 15 hours per month under this Agreement. The Contractor agrees to complete all appeals in which the Contractor is serving as hearing officer at the time of cancellation, except for any appeal

which MainePERS, in its sole discretion, withdraws from the Contractor.

6. Liability. Independent contractors are not state employees pursuant to the Maine Tort Claims Act, and the state has no obligation to defend or indemnify such persons. Accordingly, the Attorney General recommends consideration of purchase of appropriate liability insurance to protect the contractor in the unlikely event of litigation.
7. Conflicts of Interest. The Contractor shall not represent clients adverse to MainePERS if such representation constitutes a conflict of interest under the Maine Rules of Professional Conduct or the appearance of a conflict.
8. Amendment. Subject to the terms of section 9, this Agreement may be amended at any time during its term by a written amendment signed by MainePERS and the Contractor. Such an amendment supersedes any conflicting or inconsistent provision of the Agreement as of the date specified in the Amendment.
9. Attorney General Review. MainePERS' engagement of hearing officers is subject to review and approval by the Attorney General. Any future changes or amendments to this Agreement must be approved by the Attorney General before any such change or amendment may take effect.

[Signatures on following page]

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

By: TO BE FILLED IN
Name: Nanette Ardry
Title: General Counsel

By: TO BE FILLED IN
Name:
Title: Hearing Officer

EXHIBIT 1

Request for Proposals, Number 2026-005

EXHIBIT 2

Contractor's proposal in response to the RFP

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 Chief Technology Officer's designee based on particular Bidder and proposal and subject to negotiation]

Attachment C

Price Sheet

Hourly billing rate for Hearing Officer, including any discounts (MainePERS may separately reimburse for copying, postage, tolls and mileage at MainePERS employee mileage rate, and other routine administrative expenses): _____

Any Special Payment Terms:

Any Additional or Explanatory Information:

Bidder Name:

Bidder Signature (written): _____ Date: _____

Bidder Address:
