REQUEST FOR PROPOSALS

FOR ASSISTANT COUNSEL TO THE ATTORNEY GENERAL OF MARYLAND, PURSUANT TO MD CODE ANN., STATE GOV'T ART. §6-105(b)

EXPERTISE IN INVESTMENT TRANSACTIONS LAW AND LITIGATION REQUIRED

Responses due no later than

5:00 pm on September 28, 2026

Procurement Officer:
Rachel Appelt
Associate General Counsel - Executive Division
Office of the Attorney General
200 St. Paul Pl., 20th Fl.
Baltimore, Maryland 21202
Tel: 410-576-6453
Email: RAppelt@oag.maryland.gov

Minority Business Enterprises are
encouraged to respond to this solicitation notice.

TABLE OF CONTENTS

KEY INFORMATION SHEET

Request for Proposals	Assistant Counsel with Expertise in Investment Transactions Law and Litigation
Solicitation Number:	OAG-26-08-19
RFP Issue Date:	August 18, 2026
Procurement Officer: **e-mail:** **Office Phone:**	Rachel Appelt Associate General Counsel - Executive Division 200 St Paul Place, 20th Floor Baltimore, MD 21202 RAppelt@oag.maryland.gov 410-576-6453
Questions Due Date and Time	September 8, 2026, 5:00 pm
Proposal Due (Closing) Date and Time:	September 28, 2026, 5:00 pm
Contract Duration:	5 years, or upon completion of all work authorized on or before expiration.

OFFICE OF THE ATTORNEY GENERAL
OF THE STATE OF MARYLAND

Request for Proposals to Serve as Assistant Counsel to the
Attorney General of Maryland

Responses are due September 28, 2026, by 5:00 p.m.

I. Introduction

The Office of the Attorney General of the State of Maryland (the "OAG" or "Attorney General") issues this Request for Proposals (RFP) to engage Assistant Counsel ("Assistant Counsel"), pursuant to §6-105(b) of the State Government Article, Annotated Code of Maryland, with expertise in Investment Transactions Law and Litigation. The Assistant Counsel will support the OAG's representation of the Maryland State Retirement and Pension System, its Board of Trustees, and the Maryland State Retirement Agency (collectively referred to herein as the "System"), which provides retirement and disability benefits for State employees, teachers and employees of participating municipalities in Maryland. Each person or entity submitting a proposal is an "Offeror".

The OAG is soliciting proposals from qualified law firms experienced in matters pertaining to Investment Transactions law and Litigation, which may include advising the OAG in representing the System in connection with certain sophisticated investment transactions, investment-related regulatory issues, and disputes that may arise relating to the System's investments. While it is anticipated that the majority of the advice and representation described in this RFP will be provided to the System, Offerors should be aware that other State Units may require similar advice and assistance on Investment Transaction and Litigation matters from time to time, provided that such representation does not give rise to potential conflicts of interest with respect to the Assistant Counsel's representation of the System.

The Attorney General plans to retain one or more Assistant Counsel to provide assistance, as more fully outlined below. Requests for assistance will be evidenced by issuance of a Task Order following completion of a conflicts check. Task orders will be issued by the Procurement Officer and/or by other authorized Assistant Attorneys General, and with the concurrence of the State entity in need of legal assistance which will be responsible for payment.

II. Background and Purpose

The Board of Trustees of the System manages a diversified investment portfolio, valued at approximately $77.45 billion as of March 31, 2026, for the exclusive benefit of participants of the several retirement and pension systems for eligible employees of the State and participating county, municipal, and other governmental units. As of the date of this RFP, the System's investments are divided into five broad categories of asset classes: (1) Growth/Equity, which consists of public equity and private equity; (2) Rate Sensitive, which focuses on core, or investment-grade, bonds; (3) Credit, which includes high yield bonds, bank loans, emerging market debt and private debt; (4) Real Assets, which includes real estate, commodities, natural resources, and infrastructure; and (5) and Absolute Return, which includes event-driven, global macro, relative value, equity long/short and opportunistic funds. Investments within these asset classes may be externally or internally managed, and transactions often involve investing in a complex vehicle, such as a private equity, hedge or similar private fund. Additional information about the System's investments is available at http://www.sra.state.md.us/. The term of the Contract (defined below) shall be for five (5) years, or in the case of a single matter that extends beyond the term of the Contract, for the duration of the matter.

It is not possible to predict the number of transactions or other matters, if any, that a Contractor may be asked to handle this year or in any subsequent year. Depending upon asset allocation decisions by the Board of Trustees, the funds available for investment in any particular asset class may increase or decrease each year. In addition, the number or scope of disputes related to the System's investments cannot be forecast. Each Offeror should carefully review Attachment C of this RFP and paragraph 4 of the Investment Transaction and Litigation Contract (the "Contract"), the form of which is attached as Attachment E (relating to conflicts of interest), to determine whether other current representations would inhibit their ability to serve as Investment Transaction and Litigation Counsel for the System.

III. Scope of Work

The Attorney General is seeking to retain the services of Assistant Counsel (the "Contractor") to assist and advise the System on matters pertaining to the following:

A. Transaction Counsel

Upon request, the Contractor shall advise on issues presented by the structure and governing documents for investment transactions, including, but not limited to, investing in: externally managed private funds, private fund co-investment opportunities and separate accounts; the sale and purchase of private fund interests on the secondary market; private fund continuation vehicles; private markets investments via funds-of-one or similar vehicles; and engaging brokers and other capital market participants and counterparties in connection with internally managed investments. Governing documents may include, but are not limited to, limited partnership agreements, LLC operating agreements, investment management agreements, subscription agreements, disclosure documents, trust agreements, International Swaps and Derivative Association documentation, contracts, side letters, opinions and/or any other documents required in connection with the applicable transaction (collectively, the "Transactional Documents").

Upon request, the Contractor shall review, prepare, draft, advise on, and negotiate Transactional Documents on behalf of the Systems.

1. Issues raised by confidential offering memoranda, prospectuses, or similar offering materials;

2. Due diligence issues, including issues identified by the OAG, the System's staff, or the System's consultants;

3. Fund governance provisions;

4. Key economic terms (*e.g.*, allocation of risk, fees and expenses, distribution waterfalls, and partnership clawback provisions);

5. Confidentiality issues;

6. Laws that may apply to or otherwise affect the System's investments, including but not limited to, securities laws, ERISA, bankruptcy, and tax laws;

7. Standard of care and liability issues, including, but not limited to, fiduciary duties and;

8. Other pre-closing issues.

B. Regulatory Counsel

Upon request, the Contractor shall advise the OAG and the System regarding the applicability of federal securities, commodities, and other laws and regulations governing the capital markets to the System, its investments, and its counterparties. Such advice includes, but is not limited to: (1) advice with respect to the regulation of investment managers, brokers, fund sponsors, and other capital markets participants and counterparties with whom the System has transacted or proposes to transact in connection with its investments, and (2) advice about similar regulatory issues that apply directly to the System with regard to its activities in capital markets and investments that the System internally manages or proposes to internally manage.

Upon request, the Contractor shall provide compliance and governance-related advice with respect to the System's monitoring, oversight and ongoing administration of its investments. For private fund investments, such advice may relate to: (1) situations in which the investors of the fund are considering removal of the general partner or managing member and/or altering terms of the investment; (2) securities law issues that may arise in conjunction with the receipt of distributions consisting of restricted stock or other securities; and (3) situations in which the investors of the fund are asked to consent to a modification of documents or provide certain consents or assurances. For public markets and other investments, such advice may relate to: (1) the System's fiduciary obligations and consideration of environmental, social, and governance (ESG) factors in its investments; (2) shareholder rights and proxy voting issues; (3) divestment matters; and (4) counseling the Board of Trustees and investments staff on matters pertaining to shareholder advocacy and engagement.

Upon request, the Contractor shall provide advice on fiduciary law issues including, but not limited to: (1) compliance with fiduciary responsibilities arising in connection with the investment, management or disposition of the System's assets or the management or administration of the System; (2) investment policies and procedures; and (3) ethics and conflicts of interest issues.

C. Litigation Counsel

Upon request, the Contractor shall provide such litigation services as the System may require in connection with the System's investments (other than securities class action litigation). Services may include, but are not limited to, the provision of legal advice to the System with respect to threatened, prospective or ongoing litigation, and representation of the System in adversary proceedings before state or federal courts (including the United States bankruptcy courts) and administrative forums, as well as in alternative dispute resolution .

In connection with litigation services, the Offeror should be prepared to:

1. Diligently gather facts, and research and assess applicable legal authorities, concerning the matter;

2. Provide ongoing advice to the OAG regarding what actions the Systems should take in the litigation;

3. Zealously represent the System at all stages of litigation assigned by the OAG;

4. Keep the OAG apprised of all significant developments in the litigation;

5. Provide the OAG with the electronic drafts of all pleadings, motions, and other papers to be filed in connection with the litigation services, as far in advance of filing as reasonably practicable, and generally within at least five business days before filing, for OAG review, comment, and approval;

6. Keep the OAG informed about document productions, written discovery and depositions, and involve the OAG to the extent requested by the OAG;

7. Provide the OAG with copies of all correspondence received and sent and all pleadings filed and received in connection with the litigation services;

8. Obtain OAG approval before engaging any experts, specialists, or local counsel or incurring any other expenses;

9. Be responsive to the OAG, and available on an "as needed" basis to confer with the OAG and, in consultation with the OAG, the System's staff, the Board of Trustees, and any committee of the Board of Trustees regarding the case status, findings, recommendations, settlement proposals or other aspects of the litigation services; and

10. Consults with the OAG in advance regarding any settlement proposals and discussions regarding financial or other terms and agree to settlement only with the OAG's prior written consent and subject to any other approvals required by Maryland Law.

The Contractor should understand the respective roles of the OAG and the firm selected with respect to litigation services. The OAG, in keeping with constitutional and statutory obligations, will actively participate in and monitor litigation strategy and give the Systems independent advice regarding issues arising during the course of litigation. The OAG shall have the authority to control all aspects of the handling of the litigation. Such authority shall be final, sole and unreviewable.

IV. General Conditions

1. Payment. The Contractor will be paid from existing fund sources, on the basis of a blended fixed hourly rate to be agreed upon plus permitted reimbursable expenses. Certain work may be

undertaken on a fixed fee basis or other alternative billing arrangement basis. The Attorney General reserves the right to select more than one firm to handle any representation, and the Principal Counsel or designee will determine in their sole discretion which law firm is best suited to provide legal services on any particular matter at any given time. The Attorney General may award additional contracts for counsel to the System. In addition, Assistant Attorneys General may handle all or portions of the work. The Attorney General does not promise or guarantee any minimum level of hours of work or compensation during the term of the Contract and the Attorney General does not have funding to pay fees to outside counsel unless the Attorney General has authorized such fees before they are incurred.

2. Disclosure. This RFP, all proposals, and the resulting contracts and task orders are subject to the Maryland Public Information Act. **Offerors must specifically identify those portions of their proposals, if any, which they deem to include confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the State under the Maryland Public Information Act, General Provisions Article, Title 4 of the Annotated Code of Maryland.**

3. Procurement Law Inapplicable. This RFP and any Contract entered into as a result hereof is not subject to the provisions of Division II of the State Finance and Procurement Article or the State procurement regulations as set forth in COMAR Title 21 (collectively, the "**Procurement Laws**"). Nonetheless, the procedures set forth in the Procurement Laws will be applied to this RFP and the Contract to the extent practicable and consistent with obtaining the best legal counsel for the State, all as determined in the sole discretion of the Procurement Officer (defined below). The dispute resolution and appeal procedures contained in the Procurement Laws will not apply to this solicitation.

4. Proposal Expenses Non-reimbursable. The State is not responsible for any expenses Offeror may incur in connection with developing and submitting a proposal or gaining familiarity yourself with state and federal statutes, regulations, programs, and financings.

5. Email Updates. Interested persons who would like to be notified of any amendments or updates relating to this RFP are encouraged to send written notice to the Procurement Officer of their name and e-mail address.

6. Questions and Answers. The Procurement Officer is the sole point of contact for this RFP. **Questions about this RFP may be submitted by email, no later than 5:00 p.m. on September 8, 2026, to** rappelt@oag.maryland.gov. Answers to questions will be provided to all interested parties. Answers will be provided, if possible, without disclosure of the identity of the person or party asking the question. There will be no pre-proposal conference.

7. Amendments and Cancellation. The OAG reserves the right to amend this RFP and any amendments will be e-mailed to all interested persons. The OAG also reserves the right to cancel this RFP and notice of cancellation will be e-mailed to all interested persons.

8. Joint Responses. The OAG will entertain proposals submitted by joint ventures of not more than two parties (a party, for this purpose meaning a law firm or a lawyer). A Joint Venture is an

"Offeror" and, except when otherwise expressly provided or when the context indicates otherwise, will be treated as one entity. If two persons or firms respond to the solicitation jointly, the specific services to be provided by each firm should be identified, and the proposal should indicate how the firms expect to coordinate their work. Duplication of work by joint venturers will not be permitted.

9. Terms and Conditions. By submitting a proposal, you accept all the terms and conditions of this RFP. If selected, you will be expected to enter into the Contract, the form of which is attached as **Exhibit E**. The terms and conditions of the Contract are not subject to extensive negotiation, as many provisions are required by State law. By submitting a response, you will be deemed to represent that your firm is not in arrears in the payment of any obligation due and owing the State, including the payment of taxes and employee benefits.

VI. Commitment to Diversity, Equity and Inclusion

The OAG views equity, diversity, inclusion, and belonging as the pathway to achieving professional excellence and fostering and maintaining a culture where everyone can thrive. We, therefore, strive to solicit law firms that draw upon the best pool of talent to achieve excellence and diversity while fully embracing individuals from varied backgrounds, cultures, races, identities, life experiences, perspectives, beliefs, and values. We honor, respect, and celebrate all differences, both visible and invisible, and are committed to soliciting firms that recruit, retain, and promote individuals who have historically been underrepresented in the practice of law and the legal profession.

Consistent with this commitment, the OAG desires that individuals from communities underrepresented in the practice of law,[1] minority business enterprises **("MBEs")** as defined in §14-301 of the State Finance and Procurement Article of the Annotated Code of Maryland (the "Procurement Article"), veteran-owned small business enterprises **("VSBEs")** as defined in §14-601 of the Procurement Article, and small businesses **("SBs")** as defined below, have the maximum practicable opportunity to participate in contracts and subcontracts.

The OAG encourages the use of individuals from underrepresented communities, MBEs, VSBEs, and SBs, either independently or as part of a joint venture, for contracting and subcontracting opportunities.

Additional weight may be given to law firms that partner with a small business. For purpose of this solicitation, a small business is defined as a business with 50 or fewer employees.

VII. Technical and Price Proposals

The Technical Proposal and the Price Proposal must be submitted in separate, sealed envelopes. The Price Proposal shall be submitted using the form attached as Exhibit D.

[1] See e.g., Demographics | American Bar Association Profile of the Legal Profession (abalegalprofile.com).

A. Technical Proposals

The Technical Proposal shall include the following information and shall be presented in the following order:

1. Legal name and principal place of business of the law firm making the proposal, and the following information about the law firm: the year the firm was established; office locations; the year the firm began providing investment counsel services; and the number of attorneys who specialize in (a) investment transactional work, and (b) investment litigation.

2. A statement as to whether the firm is an MBE, VSBE, or SBE.

3. Name and address of the person designated as the contact person for purposes of this RFP and any resulting Contract. Please provide name, mailing address, e-mail address, telephone number and fax number of the contact person.

4. General information on the areas of law in which the law firm specializes.

5. Name, mailing address, e-mail address, and telephone number of the individual who will head the team of attorneys and other paraprofessionals (paralegals, legal assistants, and law clerks) participating in this engagement (collectively, the "**Legal Team**").

6. Information demonstrating compliance with the following Minimum Qualifications:

   Technology. The firm must have the capacity to transmit and receive complex documents and data electronically; create complex financial and disclosure documents, including charts and tables; and share documents in a format compatible with the State's uses (including using Outlook, Excel, Word, ProjectWise and Adobe). The firm must be willing to add hardware and software capacity according to reasonable industry standards as required by the State.

   Insurance

   (i) The Contractor must maintain in full force and effect (during both the term of the Contract and thereafter for the entire period in which the Contractor may incur professional liability in connection with performance or failure to perform under the Contract) professional liability insurance in an aggregate amount of not less than Five Million Dollars ($5,000,000), which liability insurance shall include coverage for practice in the fields of law related to the Contract.

   (ii) If the Contractor is a joint venture, and one party to the joint venture does not have such liability insurance, this requirement may be satisfied if the members of the joint venture include in their proposal satisfactory evidence that all members of the joint venture will have such coverage as of the date the Contract commences, either through actual policies or the equivalent.

Public Ethics and Conflict of Interest. The negotiation of or entering into the Contract must not give rise to a violation of the Public Ethics Law or Conflict of Interest.

7. Specific Legal Experience. Technical Proposals should contain a detailed description setting forth the following information, which will be used to evaluate how the Offeror's experience meets the needs of the client:

(i) *General Experience.* A detailed description of the Offeror's experience in the field of investment transactions, capital markets regulation, and litigation arising out of investments (other than securities class action litigation). Transaction experience should include the approximate number and size of investment transactions in which the Offeror has participated in the last five years, the types of investment transactions (*e.g.*, commingled fund, fund-of-one or other captive vehicle, co-investment, secondary sale or purchase, real estate sale or purchase), the role of the Offeror, and how many of those transactions were for public pension plan clients. Regulatory experience should describe the Offeror's experience with regard to investment-related regulatory issues that regularly arise for public pension plans. Litigation experience should describe, with respect to the lawyers being proposed to provide litigation services, each lawyer's litigation experience with regard to (1) investments, real estate, financial products or services; (2) bankruptcy litigation, including representation of investors in adversary proceedings; (3) multi-district litigation; (4) litigation involving public pension or governmental entities; and (5) governmental and self-regulatory investigative and enforcement bodies for the financial and investment industries.

(ii) *Selected Experience*. Detailed information on not more than 10 private fund transactions ***and*** 10 litigation matters that best demonstrate the Offeror's capabilities to perform the services required under the Contract, and provide the following information regarding each matter:

For private fund transactions: (1) the type of fund or transaction (*e.g.,* private equity, hedge fund, real estate fund, captive fund, co-investment transaction, offshore transaction, secondary market transaction); (2) the name of the fund; (3) the date and size of the investment; (4) the party represented; and (5) the range of responsibilities on behalf of the client. Offeror should provide examples that demonstrate work across various assets classes and/or types of transaction.

For litigation: (1) the court, case name, docket number, and year filed; (2) the party represented; (3) the nature of the action; (4) the amount at issue; (5) the services performed; and (6) the outcome and/or current status of the matter.

(iii) *Securities and Capital Markets Regulatory Experience.* A description of the nature and depth of the Offeror's experience with federal securities, commodities and other laws and regulations governing the capital markets and their participants, including the System, its investments and its counterparties. This description should highlight any experience advising public pension plans and other institutional investors on these regulatory issues.

(iv) *Real Estate Experience*. A description of the nature and depth of the Offeror's experience with real estate matters, including investment with real estate funds, the acquisition or sale of real estate (whether directly held or through an indirect holding structure), and counseling of public pension plans or other institutional investors on issues pertaining to the management or ownership of real estate (whether directly or indirectly held).

(v) *Tax Experience*. A description of the nature and depth of the Offeror's experience with tax law, particularly the tax aspects of public pension plan investments.

(vi) *Bankruptcy Experience*. A description of the nature and depth of the Offeror's experience with bankruptcy law and bankruptcy litigation, particularly the Offeror's experience representing investors in adversary proceedings to avoid and recover distributions received by the investor.

(vii) *Fiduciary Experience.* A description of the nature and depth of the Offeror's experience with providing advice and representation on fiduciary law issues, including compliance with fiduciary responsibilities, investment policies and procedures, exercise of shareholder rights, consideration of environmental, social and governance factors in investing, divestment, economically targeted investing, and ethics and conflicts of interest issues.

If the Offeror is a joint venture, all information in this subparagraph 7 should be provided for both joint venturers.

8. Related Legal Experience. Technical Proposals should provide a brief description of the Offeror's experience in areas of the law related to public pension plans, and public pension plan investing.

9. Legal Team Attorneys. Name and address of each attorney who will be a member of the Legal Team and the attorney's respective position in the law firm. For each attorney, provide a detailed description including the following information:

(i) The identity of the individuals, the area of law in which each specializes, and the extent to which they participated in the matters described in subparagraph 9 above.

(ii) The jurisdictions in which the attorney is admitted to practice, their year of admission, and the location of their principal place or places of business.

(iii) Their availability during the term of the Contract. Note that the Contract does not permit substitutions of team members without the prior written consent of the Procurement Officer or their designee.

(iv) The proposed role and planned division of responsibilities among the members of the Legal Team, including an approximate percentage of the time each individual is expected to devote to performing services under the Contract. (The total of the percentages shall equal 100%).

(v) For a joint venture, specify the division of responsibilities between the venturing entities, including the type and approximate amount of work to be performed by each party, the approximate percentage of time each party expects to devote to performing services for the State. Please discuss the safeguards the Offeror will employ to avoid duplication of effort by the joint venturers.

(vi) Resumes of any individuals named, but only if they will be available to consult with and give advice to the System during the term of the Contract.

(vii) For each attorney, please indicate whether the person is a member of a group defined in the State Finance and Procurement Article, Sections 14-301(k) or (l) or 14-601(b). This demographic information will not affect eligibility for this contract.

10. Legal Team - Paraprofessionals: The Technical Proposal should detail how the Offeror will use paraprofessionals, law clerks, and law graduates not admitted to practice to promote economy and efficiency in the performance of the Contract and to assure the lowest possible costs under the Contract. Brief resumes of the paraprofessionals expected to assist the team should be attached to the Offeror's Technical Proposal.

11. Client References: Names, email addresses, and telephone numbers of three institutional clients (and respective contact persons for those clients) for whom the Offeror has provided services similar to those described in this RFP, with a brief description of the work performed. These persons will be considered references and may be contacted by the OAG in its evaluation of the proposal.

12. State of Maryland Contacts: Names and telephone numbers of contact persons at any units of the State for whom you have provided legal counsel in the last three years. These persons will be considered references and may be contacted by the OAG in its evaluation of the proposal.

13. Conflict Check Process: A detailed description of the firm's procedure for checking conflicts of interest and whether there are any potential conflicts in representing the State or serving as Assistant Counsel to the Attorney General in this matter. **(See Exhibit C for more detail).**

14. Public Ethics Law Affirmation: Written affirmation that neither the submission of this proposal, nor any further negotiation under this RFP, nor entering into a Contract will result in a violation of the Maryland Public Ethics Law, found at General Provisions Article, Title 5, of the Annotated Code of Maryland. If such a violation may result, please discuss your plan for resolving the violation in a timely manner.

15. Required Affidavits: Completion of the enclosed bid/proposal affidavit **(Exhibit A)** and the conflict of interest affidavit **(Exhibit B).**

16. Proposal Authorization: Written affirmation that the person(s) submitting the proposal is/are authorized to do so on behalf of the Offeror and certification that, to the best of his or her knowledge, the information submitted in the technical proposal is accurate, complete, and correct as of the date of the proposal.

14. DEI in Leadership: A statement indicating whether the firm has representation of underrepresented communities in its executive leadership.

15. DEI Commitment and Practices: Indicate and provide documentation of the firm's commitment to diversity, equity, and inclusion ("DEI") and support of underrepresented communities in the firm's mission. For example, please describe whether the firm engages in any of the following activities:

(i) Maintains written workforce DEI policies;

(ii) Offers DEI training to its workforce;

(iii) Assigns a senior-level employee as responsible for oversight and direction of the entity's DEI efforts;

(iv) Reports performance of workforce DEI programs on the entity's website;

(v) Includes DEI objectives in performance plans of its managers;

(vi) Publishes information about DEI commitments and efforts on the entity's website;

(vii) Provides career advancement training and opportunities for its employees, which include members of underrepresented communities;

(viii) Collaborates with educational institution, serving significant or predominant student populations or affinity groups from underrepresented communities (e.g., career fairs, scholarships, internships, apprenticeships);

(ix) Provides charitable donations, pro bono legal services, or other support to underrepresented communities or organizations that represent underrepresented communities,

(x) Assesses DEI progress against external diversity benchmarks or certification standards, (e.g. ABA, Bloomberg Law, Mansfield Rule, Chambers, MCCA, NALP), actively promotes supplier diversity, or engages in other initiatives to eliminate bias in the legal profession and the justice system.

Evaluation of the proposals will be as described below.

B. Price Proposal

The Price Proposal shall be submitted as a separately labelled PDF file and shall contain blended fixed hourly rates that will be charged for the five (5) year term. Proposals may include one rate of the entire term,or outline different rates over the term such as one rate for the first three (3) years and another for the following two (2) years. The proposal shall include the following information:

1. The blended fixed hourly rate for all attorneys rendering services under the Contract; and

2. The blended fixed hourly rate for paraprofessionals (paralegals, legal assistants, law clerks and attorneys not admitted to practice) rendering services under the Contract.

3. The blended fixed hourly rate for all attorneys rendering services during any renewal term of the Contract that is authorized; and

4. The blended fixed hourly rate for para-professionals rendering services during any renewal term of the Contract that is authorized.

Price will be an important factor in the selection process but not necessarily the determining factor.

VIII. Evaluation and Selection

1. Review of Proposals. Technical proposals (will be evaluated before price proposals are opened. Please note that Offerors whose technical proposals do not meet the Minimum Requirements described in paragraph VII-6, above, may be deemed not reasonably susceptible for award and that Offeror's technical and price proposals may not be evaluated. Technical merit will be given more weight than price in determining the Evaluation Committee's final ranking. After reviewing the price proposals, one or more Offerors may be invited to participate in an interview and further discussion and may be requested to provide a best and final offer. For the technical evaluation, the Evaluation Committee will take into consideration the following factors (listed in descending order of importance):

(i) the proposed Legal Team's demonstrated experience and expertise in representing clients in investment transactions and litigation as described in this RFP (as reflected in the written technical proposal and the oral presentation, if any);

(ii) the price proposals;

(iii) the Offeror's conflict of interest policy;

(iv) the firm's demonstrated commitment to DEI and the support of underrepresented communities; and

(v) any joint venture partnership with a small business.

2. Basis of Award. Contract award will be made to the Offeror, or Offerors, whose proposal contains the combination of those criteria offering the best overall value to the Attorney General and the State. Selection of Assistant Counsel will be solely the decision of the Attorney General. We reserve the right to reject any and all proposals, to waive informalities and minor irregularities in proposals, and to negotiate with any and all Offerors who submit them. The successful Offeror may be selected on the basis of initial written proposals, without discussions with Offerors and without requesting a best and final offer, so please take care in submitting your technical and price proposals. The Attorney General may select more than one Offeror to provide services under this RFP.

X. Proposal Submission

Proposals should be emailed to Rachel Appelt, Associate General Counsel, at rappelt@oag.maryland.gov no later than 5:00 p.m. on September 28, 2026. The Technical Proposal and the Price Proposal should be in PDF format and must be submitted as separately labeled files.

In the event we choose to meet with qualified Offerors to discuss this RFP and the Offeror's proposal and ability to perform the proposed contract, such interviews are likely to be scheduled between **October 19th and October 23rd, 2026.**

Attachments:

Exhibit A	Bid/Proposal Affidavit (complete and return with Technical Proposal)
Exhibit B	Conflict of Interest Affidavit (complete and return with Technical Proposal)
Exhibit C	Conflict of Interest Provisions
Exhibit D	Price Proposal Form (to be completed and returned in separate sealed envelope)
Exhibit E	Sample Contract, Contract Affidavit, and Task Order

<u>EXHIBIT A</u>

BID/PROPOSAL AFFIDAVIT

A copy of the Bid/Proposal Affidavit may be downloaded here:

https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-A.-Bid-Proposal-Affidavit.pdf

<u>EXHIBIT B</u>

CONFLICT OF INTEREST AFFIDAVIT

A copy of the Conflict of Interest Affidavit may be downloaded here:

https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-I.-Conflict-of-Interest-Affidavit.pdf

EXHIBIT C

CONFLICT OF INTEREST PROVISIONS

1. General. If a conflict of interest arises, the Offeror must be willing to continue to represent the System and be in a position to inform other existing or potential clients that they must find representation elsewhere in particular situations. The Attorney General reserves the right, in his sole discretion, to determine if a conflict of interest has arisen pursuant to the Maryland Lawyers' Rules of Professional Conduct and to select another contractor or firm to represent the System if a conflict is not resolved to her satisfaction. See paragraph 4. below in this Exhibit.

   Conflicts may arise not only from attorneys named on the Contract but also from representation of parties to transactions involving the System, or other matters involving the System, the Board of Trustees, the State Retirement Agency or the OAG, by any member of the firm, regardless of whether that attorney is in the same office or a branch office. The Offeror has a conflict if any other attorney in the firm undertakes to represent parties including, but not limited to, the following:

   (i) a sponsor (including the general partner or lead member or investment manager of a fund) or placement agent of a specific investment being contemplated by the System;

   (ii) a counterparty in a secondary market transaction being contemplated by the System;

   (iii) the System's consultants in any matters relating to the System's investments; or

   (iv) a party suing or being sued by the System.

   For purposes of permitting an Offeror to consider conflicts that may emerge, the investment management firms engaged by the System and the sponsors of the System's existing private market investments, as of [June 30, 2026], are listed in **Appendix I**.

2. Conflict Check System. The Offeror shall describe in detail its existing system for identifying conflicts of interest in undertaking new representation. The description shall include information about who maintains the central records, how often information is updated, and at what stage of representation the check is made. The Offeror shall provide a copy of its written conflicts policy or explain in detail why there is no written policy.

3. Potential Conflicts. In your response, please identify any existing relationships or representation that would or might result in a conflict of interest if the Contract is awarded to the Offeror and your proposal for resolving such conflicts. Once a contract is awarded, the Attorney General may require that any conflict be resolved in favor of representing the System. Prior to entering into a contract, the Contractor shall provide assurances that potential conflicts have been discussed with other existing clients of the

Contractor who might be requested to engage other counsel for a specific transaction, and that those existing clients are amenable to such an inconvenience.

4. <u>Resolving Conflicts</u>. The Offeror shall identify any conflicts of interest which may arise if the Offeror serves as counsel to the System and shall describe how it proposes to avoid such conflicts. The Contract will require the Contractor to notify the Contract Officer immediately of any potential conflicts of interest and to undertake immediate action to eliminate the source of the potential conflict. The Contract Officer, the System, and the OAG reserve the right to make the Contractor aware of situations which may present a conflict of interest and require the Contractor to promptly remedy the situation to the satisfaction of the Contract Officer. Any request by a Contractor to waive a conflict of interest shall be in writing and shall be submitted to the Contract Officer. Upon the request of the Contract Officer, the Offeror, to the extent permitted by the Maryland Lawyers' Rules of Professional Conduct, shall withdraw from the representation of parties whose interests are adverse to the interest of the System.

The Maryland Lawyers' Rules of Professional Conduct govern what is and is not a conflict of interest. In applying those rules and deciding whether to waive any conflicts, the OAG is conscious that an aggressive approach of asserting conflicts may have a chilling effect on the ability of OAG to retain outside counsel. While the OAG decides these issues based upon the specific facts and circumstances on a case by case basis, as a general matter, the Office probably will not assert that a conflict exists, or will waive a conflict, if the subject matter of the other matter is completely unrelated to the subject matter on which the lawyer has been retained by the State.

[Appendix I to Attachment C]

MARYLAND STATE RETIREMENT AND PENSION SYSTEM
LIST OF INVESTMENT MANAGERS AND PRIVATE FUND INVESTMENTS AS OF JUNE 30, 2026

1315 Capital
1315 Capital Co-Invest Subzero
1315 Capital II
1315 Capital III
Abacus Multi Family Partners V
Abacus Multi Family Partners VI
Abacus Multi Family Partners VII
Advent International GPE IX
Advent International GPE VI-A
Advent International GPE VIII-B
Advent International GPE X
Advent Co-Investment I-A
AEW Partners Real Estate Fund IX
AEW PIX MM Co-Invest
AEW Senior Housing II
AEW Senior Housing IV
Affirm Holdings Inc
AG Co-Invest (Thunder)
AG Potomac Fund
Alchemy Special Opportunities Fund II
Alchemy Special Opportunities Fund III
Alinda Infrastructure Fund II
American Rivers Fund LLC
Apax Europe VI-A
Apax Europe VII-A
Apax IX
Apex Capital Management
Apollo Investment Fund IX
Apollo Investment Fund VIII
Apollo Investment Fund X
Apollo AP Windsor Co-Invest
Apollo AP IX Connect Co-Invest Holdings
Apollo AP IX Panther Co-Invest Holdings
Apollo AP IX Pegasus Co-Invest (Debt Holdings)
Apollo AP IX Pegasus Co-Invest
Arctos Keystone Partners Fund I
Arctos Sports Partners Fund II
Ares Credit Investment Partnership (MD)
Ares Sports Media and Entertainment Finance Fund
ARGA Investment Management
Aristeia Partners
Aristeia Select Opportunities II
Artisan Partners
Asana Partners Fund III
ASP II Opportunity Fund
Astorg VI
Astorg VII
Ativo Capital Management
Audax AG Co-Invest (Thunder)
Audax Co-Invest (Elevate)
Audax FP Group Holdings
Audax Private Equity Fund III
Audax Private Equity Fund V
Audax Private Equity Fund VI
Audax Private Equity Fund VII
Audax Private Equity Origins Fund I
Avidity Capital Fund
Axiom International Investors
Baillie Gifford
Bain Capital Asia Fund III
Bain Capital Asia Fund IV
Bain Capital Asia Fund V
Bain Capital Empire Holdings
Bain Capital Europe Fund IV
Bain Capital Europe Fund V
Bain Capital Europe Fund VI
Bain Capital Fund X
Bain Capital Fund XI
Bain Capital Fund XII
Bain Capital Fund XIII
Bain Capital Life Sciences Fund
Bain Capital Life Sciences Fund II
Bain Capital Life Sciences Fund III

Bain Capital Life Sciences Fund IV
Bain Capital Japan Middle Market Fund II
BCPE Osprey Investor
BCPE Virginia Investor
Ballina Capital
Baring Asia Fund VI
Baring Asia Fund VII
Baring Asia Fund VIII
bd Capital 2 Md Coinvest
bd Capital Fund 2
Berkshire Multifamily Debt III
BH3 Patapsco Fund
BH3 Patapsco Fund Co-Investment
Birch Run Investments
Black Creek Industrial Fund (Ares Industrial Real Estate Fund)
Black River Capital Partners Fund
Blackcrane Capital LLC
BlackCreek Investment Management Inc.
Blackstone Capital Partners VI
Blackstone Capital Partners VII
Blue Wolf Capital Fund III
Blue Wolf Capital Fund IV
Blue Wolf Capital Fund V
Blue Wolf Phoenix Co Invest
BPEA Campus Co-Investment
BPT 2002 Secondary Fund
BPT 2003 Primary Fund
Brevan Howard Aha Strategies
Brevan Howard PT Fund
Bridge City Capital (AC) LLC
Bridgepoint Euro VII Coinvest
Bridgepoint Europe Fund V
Bridgepoint Europe Fund VI
Bridgepoint Europe Fund VII
Bridgewater All Weather
Bridgewater Pure Aha
Brinson Partnership 2000 Primary Fund
Brinson Partnership 2001 Primary Fund
Brookfield Infrastructure Fund V
Brookfield Hotwire Sidecar II
Brookfield Strategic Real Estate IV
Brown Capital International
Carmel Partners Investment Fund VII
Carmel Partners Investment Fund VIII
Caro Real Estate Credit Fund
Cassiopeia Fund Ltd
CastleArk Management (X)
Castlelake Aviation IV Stable Yield
Castlelake Aviation IV Stable Yield Opps.
Castlelake Aviation V Stable Yield
Castlelake III
Castlelake IV
Castlelake V
CBRE U.S. Core Partners
CDH Fund V
Channing Global Advisors (A)
Charlesbank Credit Dislocation Overage Fund
Charlesbank Credit Opportunities Fund III
Charlesbank CB HS Aggregator II
Chautauqua Capital Management LLC
ChrysCapital VIII
Clarion Lion Property Fund
Clayton Dubilier & Rice IX
Clayton Dubilier & Rice VIII
Clayton Dubilier & Rice X
Clayton Dubilier & Rice XI
Clayton Dubilier & Rice XII
Clearlake Capital Partners III
Clearlake Capital Partners IV
Clearlake Capital Partners V
Clearlake Capital Partners VI
Clearlake Capital Partners VII
Clearlake Capital Partners VIII
Clearlake Azurite Co-Investment Partners
Clearlake Denali Co-Investment Partners
Clearlake Denali Parent Holdings II
Coller International Partners VI
Coller International Partners VII
Coller International Partners VIII
Crawford Management

Crescent Capital Mezzanine Partners VI
Crescent Capital Partners IV
Crescent Capital Partners V
Cross Ocean USD ESS Fund V Open
CVC Capital Partners IX (A)
CVC Capital Partners VII
CVC Capital Partners VIII
CVC European Equity Partners V-B
CVI Chesapeake Credit Opps A Fund
CVI Chesapeake Credit Opps B Fund
CVI Chesapeake Credit Opps C Fund
CVI Chesapeake Credit Opps D Fund
CVI Credit Value Fund II
CVI Credit Value Fund III
CVI Credit Value Fund IV
CVI Credit Value Fund V
Dawson (Co-Invest) 5
Dawson Partners Loch Raven
Dawson Portfolio Finance 3
Dawson Portfolio Finance 4
Dawson Portfolio Finance 5
Dawson Portfolio Finance 6
Dawson Portfolio Finance 7
DE Shaw Capital Management
Dean Capital Management
DFA Emerging Markets
DFA GDP International Equity
DigitalBridge Partners III
Dodge & Cox
Domain Timber Investments
DoubleLine US Securitized
Ducenta Squared Asset Management
Durable Capital Partners
Easton Caro Fund
EIF Power Fund IV
EIG Energy Fund XV
EIG Energy Fund XVI
Empyrean Capital Fund
Emso Private Credit 3
Energy + Minerals Group V
Energy + Minerals V Accordion
EQT Asia Hera Co-Investment
EQT Infrastructure VI
Equistone Partners Europe Fund IV
Equistone Partners Europe Fund V
Equistone Partners Europe Fund VI
Everstone Capital Partners II
Everstone Capital Partners III
Exodus Point
Falcon Strategic Partners III
Falcon Strategic Partners IV
FCP Realty Fund II
FCP Realty Fund III
First Reserve Fund XI
First Reserve Fund XII
First Reserve Legacy Opportunities Fund
Foresight Global Investors
Fourier Fund
FP Credit Partners II
FP Credit II Co-Invest
FP Credit Partners III
FP MD Cumberland Fund
FPA Core Plus Fund V
FPA Core Plus Fund VI
Frazier Healthcare Growth Buyout Fund IX
Frazier Healthcare Growth Buyout Fund VIII
Frazier Healthcare Growth Buyout Fund X
Frazier Healthcare VI
Frazier Healthcare VII
Frazier Life Sciences IX
Frazier Life Sciences VIII
Frazier Life Sciences X
Frazier Life Sciences XI
Frazier Life Sciences XII
Frazier Athena Parent Holdings
Frazier FH CSF Holdings
Frazier FH DMI Parent
Frazier FH EP Parent
Frogmore Real Estate Partners II
Frontier Fund III
Frontier Fund IV
Frontier Fund V
Frontier Global Partners
Galvanize Real Estate Fund I

Garda Firvo
GEI IX IMA Co Invest
GGV Capital VII
GGV Capital VII Plus
GGV Capital VIII
GGV Capital VIII Plus
GGV Discovery II
GGV Discovery III
Great Hill GHP SPV-7
GI Partners IV
Global Infrastructure Partners V-AB
Globeflex Capital
Goldman Sachs Vintage Fund V
Gramercy Capital Solutions Fund IV
Gramercy Capital Solutions Fund III
Gramercy Skipjack Opportunities Fund
Great Hill Equity Partners IV
Great Hill Equity Partners V
Great Hill Equity Partners VI
Great Hill Equity Partners VII
Great Hill Equity Partners VIII
Great Hill Project Compass
Green Equity Investors IX
Green Equity Investors VII
Green Equity Investors VIII
Greenfield Seitz Capital Management LLC
GSO Credit Alpha Fund II
GTI 9 Institutional Investors
HarbourView Royalties Fund I
Harvest Fund Advisors
Haven Global Partners
Hayfin Healthcare Opportunities Fund
Hayfin HOF Co Invest I
HCR Potomac II
HCRX Holdings
Heitman HVP Sylvan Co-Investment
Heitman America Real Estate Trust
Heitman Value Partners V
Heitman Value Partners VI
Hellman & Friedman Capital Partners IX
Hellman & Friedman Capital Partners VII
Hellman & Friedman Capital Partners VIII
Hellman & Friedman Capital Partners X
Hellman & Friedman Midnight Sun Partners
Henry James International (L)
Hg Capital 7C
Hg Capital 8A
Hg Co-Investment Fund
Hg Genesis 10A
Hg Genesis 9
Hg Saturn 3A
Hg Saturn 4
Highbridge Convertible Dislocation Fund
Highbridge Strategic Credit Fund II
Hillsdale Investment Management
HSCM Bermuda Fund Ltd
Hudson Bay Fund
Hudson Bay Special Opportunities Fund
IFM Global Infrastructure Fund
India Special Assets Fund III
Institutional Venture Partners XV
Institutional Venture Partners XVI
Institutional Venture Partners XVII
Institutional Venture Partners XVII Co-Investments
Institutional Venture Partners XVIII
IOS Group (Zenith)
IQI Emerging Markets
IQI Global Equity
IQI Us Small Cap
ISQ Global Infrastructure Fund III
Isthmus Partners
Jade Equity Investors
Jade Equity Investors II
Jade Project Sun Co-Invest
JER Europe Fund III
John Street Systematic Fund
JP Morgan REI 150
JP Morgan Strategic Property
JP Morgan Sunbelt Development Fund
King Street Capital
King Street Drawdown

King Street Global Drawdown II
King Street Overflow
Kirkoswald Global Macro Fund
KKR Mezzanine Partners I
Landmark Equity Co-Investment Fund XVI
Landmark Equity Partners XIV
Landmark Equity Partners XV
Landmark Equity Partners XVI
Lasalle Property Fund
LCM Partners COPS 4
Lisanti Capital Management
Lexington Capital Partners VII
Lexington CIP VI
Lexington CIP VI Overage
Lexington Co-Investment Partners IV
Lexington Co-Investment Partners V
Lexington Co-Investment Partners V-Overage
Lexington Middle Market Investors III
Lexington Middle Market Investors IV
LGP PM Co-Invest IX LP
LGP GEI IX Clarity Coinvest
Lightspeed Co-investment Fund I
Lightspeed Opportunity Fund
Lightspeed Opportunity Fund II
Lightspeed Opportunity Fund III
Lightspeed SPV A4
Lightspeed Venture Partners Select V
Lightspeed Venture Partners Select VI
Lightspeed Venture Partners XIV-A
Lightspeed Venture Partners XIV-B
Lightspeed Venture Partners XV-A (Inception)
Lightspeed Venture Partners XV-B (Ignite)
Lion Industrial Trust
Littlejohn LJ Avalon Co-Invest
Littlejohn LJ Shield Co-Invest
Littlejohn Fund IV
Littlejohn Fund V
Littlejohn Fund VI
LLR Equity Partners IV
LLR Equity Partners V
LLR Equity Partners VI
LLR Equity Partners VII
LM Capital Group LLC
Lone Star Fund XI
Lone Star Real Estate Fund III
Lone Star Real Estate Fund IV
Lone Star Real Estate Fund VI
Lone Star Real Estate V
Longfellow Investment Management
Longitude Venture Partners II
Longitude Venture Partners III
Longitude Venture Partners IV
Longview Partners Global Equity
Loop Capital Asset Management
Lubert Adler VI
MAC Alpha Capital Management
Madison Dearborn Capital Partners VI
Madison Dearborn Capital Partners VII
Madison Dearborn Capital Partners VIII
Man Numeric Global Core Ex-US Alpha
Manning & Napier
Marshall Wace Eureka Fund
Marshall Wace TOPS China
Marshall Wace TOPS Emerging Markets
Martin Investment Management
Maryland Innovation Opportunity Fund I
MBK Indigo Co Invest
MBK Partners Fund III
MBK Partners Fund IV
MBK Partners Fund V
MD Asia Investors
MD Asia Investors II
MD Asia Investors III
MD Asia Investors IV
MDCP Co-Investors (Mobius)
Merit Mezzanine Fund V
Metis Global Partners
Metlife Core Property Fund
Metlife Emerging Markets Hard Currency Debt Fund
Morgan Stanley Global REITs

Morgan Stanley Inv. Mgmt. REIT's
Morgan Stanley Prime Property Fund
MW Americas TOPS Long Only
Nebari Natural Resources Credit Fund II
New Century Advisors
New Mainstream Fund II
New Mainstream Fund III
New Mountain Partners III
New Mountain Partners IV
New Mountain Partners V
New Mountain Partners VI
New Mountain Partners VII
Next Century Growth Investors (A)
NGP Midstream + Resources
NGP Natural Resources X
NGP Natural Resources XI
NGP Natural Resources XII
NHTV II Kyoto Co-Investor
Nomura Corporate Research and Asset Management
North Haven Real Estate Fund X Global
NT Fund III
Oaktree European Principal Fund III
Oaktree Opportunity Fund VIII
Oaktree Opportunity Fund VIII-B
OMR Sands I
Orchid Asia V
Orchid Asia VI
Orchid Asia VII
Orchid Asia VIII
Orion Minerals Royalty Fund I
Pacific Equity Partners VI
Pacific Equity Partners VII
Pacific Ridge Capital Partners
PAG Asia Capital II
PAG Asia Capital III
Paradigm Asset Management Company LLC
Park Square Capital Partners II
Partners Group Emerging 2011
Partners Group European Mezzanine 2008
Partners Group Secondary 2008
Partners Group Secondary 2011
Partners Group Secondary 2015
Peapod Lane Capital
Peninsula Fund V
Perella Weinberg Partners
Petershill Clover Parallel LLC
Petershill IV
Petershill PHM IV Co-Invest
Petershill Private Equity
Phocas Financial Corp
PIMCO
Pine Bridge
Point 406 Ventures 2016 Opportunity Fund
Point 406 Ventures 2016 Opportunity Fund II
Point 406 Ventures II
Point 406 Ventures III
Point 406 Ventures IV
Polunin Capital Management
Prometheus Capital
Prudential Capital Partners III
Prudential Capital Partners IV
PSC Leto
Pugh Capital Management Inc
Quantum Energy Partners V
Quantum Energy Partners VI
Quantum Energy Partners VII
Ramirez Asset Management
Record Currency Management
Redwood Investments LLC
Reed Conner & Birdwell LLC (Aristotle)
Rhumbline DJ Global Infrastructure
Rhumbline Global Natural Resources
Rhumbline Sci Beta Int'l ex US
Riverwater Partners
RMS Forest Growth III
Roark Capital Partners IV
Roark Capital Partners V
Roark Coinvest VI Underground
Runway Growth Finance
Schoder QEB Global Blend
Scout Fund II
Shamrock Capital Content Fund II

Shamrock Capital Content Fund III
Shamrock CCF II Co-Invest I
Shamrock CCF III Co-Invest I
Shoreline China Value III
Siguler Guff Oyster Bay Opportunities Fund
Silchester International
Silver Lake Alpine II
Silver Lake SLA Marcus Co-Invest
Silver Lake Partners V
Silver Lake Partners VI
Silver Lake Partners VII
Silver Lake Strategic Investors VI (Quartz)
SIT Investment Associates Inc.
Sky Harbor Capital Management
SLG Capital Management LLC
Spark Capital Growth Fund IV
Spark Capital Growth Fund V
Spark Capital Growth Fund VI
Spark Capital VII
Spark Capital VIII
SSGA Global Liquid RE Securities
SSGA MSCI World Index
Standard General II
Starwood Hospitality Fund II
Stonepeak Investment Opportunities Holdings (Project May)
Stonepeak Opportunities Fund
Strategic Global Advisors
Summit Creek Advisors
T. Rowe Price Private Opportunities Fund
T. Rowe US Structured
TA Associates XI
TA Associates XII
TA Associates XIII
TA Associates XIV
TA Associates XV-A
TA Co-Invest Maximus Aggregator
TA Realty Residential Real Estate
TA Subordinated Debt Fund III
Taurus Mining Finance II
Taurus Mining Royalty Fund
TDR Capital Arrow Co-Investment
TDR Capital Bubbles Co-Investment
TDR Capital III
TDR Capital IV
TDR Capital V
Templeton Global Equity
Terrapin Middle Market Infrastructure Series I
Terrapin Middle Market Infrastructure Series II
The Varde Fund X
Thoma Bravo Fund XII
Thoma Bravo Fund XIII
Thoma Bravo Fund XIV
Thoma Bravo Fund XV
Thoma Bravo Fund XVI
Thoma Bravo Project Alpine Co-Invest Fund
Thoma Bravo Project CS Co-Invest Fund
Tieton Capital Management
Tiger Iron Old Line Fund
Tiger Iron Old Line Fund II
Tiger Iron Old Line Fund III
Tiger Iron Old Line Fund IV
Tiger Iron Old Line SPV
Tiverton AgriFinance III
Tortoise Capital Advisors
TPG Partners VI
TPG Partners VII
TPG Rise Climate II
Tristan Capital European Property Special Opps 3
Tristan Capital European Property Special Opps 4
Tristan Capital European Property Special Opps 5
TruAmerica Workforce Housing
TruAmerica Workforce Housing II
TT International
UBS Trumbull Property Fund
Vista Equity Partners Fund IV
Vista Equity Partners Fund V
Vista Equity Partners Fund VI

Vista Equity Partners Fund VII
Vista Equity Partners Fund VIII
Vista Foundation Fund II
Vista Foundation Fund III
Vista Foundation Fund IV
Vista VEPF VII Co-Invest
Vista VEPF VIII Co-Invest 1-A
Vista VFF IV Co-Invest 4-A
Vistria Fund I
Vistria Fund II
Vistria Fund III
Vistria Fund IV
Vistria Fund V
Vistria Soliant Holdings
Voloridge
Voloridge Trading Aggressive Fund
Voya MSR Opportunities Fund I
Walter Scott & Partners
Waterfall Silver Spring Fund
Waterton Residential Property Venture XIII
Waterton Residential Property Venture XIV
WCM Investment Management
Western Asset Management
Westwood Global Investments
Wind Point Partners CTSI Co-Invest Holdings
Wind Point Partners VRS Parent Holdings
Wind Point Partners IX
Wind Point Partners VII
Wind Point Partners VIII
Wind Point Partners X

EXHIBIT D
PRICE SUBMISSION

Name of Offeror:____

Address of Offeror:____

In response to the Request for Proposals for Assistant Counsel with expertise in Investment Transactions Law and Litigation, Offeror submits the following Price Submission:

The following are the fixed blended hourly rates offered for the term of the Contract:

a) All Attorneys rendering services $________________

b) Paraprofessionals (paralegals, legal assistants, law clerks and attorneys not admitted to practice) rendering services $________________

The undersigned certifies for the Offeror that he or she is authorized to submit this pricing on behalf of Offeror, and to the best of his or her knowledge, the information submitted in this Price Submission is accurate, complete and correct as of the date set forth below.

Name: __________________________

Title: __________________________

Date: __________________________

EXHIBIT E
SAMPLE FORM OF CONTRACT

OFFICE OF THE ATTORNEY GENERAL OF MARYLAND

ASSISTANT COUNSEL CONTRACT FOR INVESTMENT TRANSACTIONS AND LITIGATION

This Assistant Counsel Contract ("**Contract**") is made by and between the **Office of the Attorney General of Maryland**, with headquarters located at 200 St Paul Pl, Baltimore, MD ("**OAG**"), on behalf of the Maryland State Retirement and Pension System, its Board of Trustees, and the Maryland State Retirement Agency (collectively referred to herein as "**the System**"), and **[NAME OF FIRM]**, whose Federal Tax Identification Number is ____________________ (**"FIRM")**, on this ____ day of ________, _____.

1. Contract Documents, Term and Key Contacts

1.1. Contract. This Contract consists of the matters identified in this Section 1.1 (the "**Contract Documents**"), all of which are part of this Contract as if fully set forth herein:

A. This Contract consisting of pages 1 through 12 and all Exhibits thereto (the "**Standard Contract**")

B. Exhibit I: Request for Proposals for Assistant Counsel (dated _____________) including all Exhibits, (the "**RFP**")

C. Exhibit II: FIRM's Technical and Price Proposals dated _______________, 202_ (collectively, the "**Proposal**"; the RFP and the Proposal being referred to as the "**Solicitation Documents**")

D. Exhibit III: Required Affidavits (the "**Affidavits**")
IIIa: Executed Proposal Affidavit
IIIb: Executed Contract Affidavit
IIIc: Executed Conflicts Affidavit

E. Written task orders issued under the Contract (each a "Task Order), in the form substantially as appears in Exhibit IV.

1.1.1. The obligations, representations, terms and conditions set forth in the Solicitation Documents and the Affidavit are provisions of this Contract and are supplemental to the provisions set forth in the Standard Contract.

1.1.2. If there are any inconsistencies between or among the documents listed in subparagraph 1.1, above, the Contract Documents shall control in the following order of priority: Standard Contract, then Task Order(s), then Exhibit I, then Exhibit 2, then Exhibit III.

1.2. Contract Term. This Contract shall commence on _____________, 202_ (the " Commencement Date") and shall expire and shall expire on the later of (a) five years after the Commencement Date (the "Expiration Date"), or (b) upon completion of all work authorized on or before the Expiration Date, unless renewed or sooner terminated in accordance with this Contract. A upon completion of all work authorized unless terminated in accordance with this Contract.

ALTERNATE LANGUAGE FOR 1.2. CONTRACT TERM - This Contract shall commence on ___________, ___________ (the "Commencement Date") and shall terminate upon completion of all work authorized, unless sooner terminated in accordance with this Agreement.

1.3. Key Contacts and Notices

Procurement Officer. The General Counsel, Executive Division, of the Office of the OAG is the Procurement Officer responsible for the management and administration of this contract. The Procurement Officer or their designee(s) may issue Task Orders under this Contract. Any official notices pertaining to this contract should be sent to:

Rachel Appelt
Associate General Counsel
Office of the OAG, Executive Division
200 St Paul Place 20th Floor
Baltimore, MD 21202
rappelt@oag.maryland.gov
410-576-6453

Invoices for services should be submitted to the Lead AAG Attorney designated in the applicable Task Order.

1.1.3. Lead OAG Attorney. Each Task Order issued pursuant to this Contract will identify the Assistant Attorney General responsible for the matter(s) for which the FIRM's legal services are needed ("Lead AAG"). The Lead AAG, if authorized by the Procurement Officer, may issue additional Task Orders as needed for a particular matter.

1.1.4. Law Firm Lead(s). The FIRM designates the following person to serve as the primary contact with the Procurement Officer for purposes of management and administration of this contract ("Firm Lead")

Name
Title
Firm Name
Street Address
City, State ZIP

Email address
Telephone

For each Task Order issued under this Contract, the Firm Lead will designate an attorney in the firm to serve as the primary point of contact with the Lead AAG responsible for the matter.

1.3.4. Notices. Service of any notice under this Contract shall be complete upon receipt of such notice, mailed through the United States mail, postage prepaid, or hand delivered to the contacts listed in paragraphs 1.3.1 to 1.3.3, above, as applicable.

2. Scope of Services

2.1. General Scope. The general scope of work for this Contract is set forth in the Contract Documents. The FIRM may be required to perform services for the System and other State units; *provided* that such representation of other State units does not give rise to potential conflicts of interest with respect to FIRM's representation of the System. The FIRM shall provide these services in accordance with the terms and conditions of this Contract. The OAG shall have the unilateral right to require changes in the scope of services, provided such changes are within the general scope of the work to be performed.

2.1.1. Transaction Services

1) The FIRM shall advise on issues presented by the structure and governing documents for investment transactions: including, but not limited to, investing in: externally managed private funds, private fund co-investment opportunities, and separate accounts; the sale and purchase of private fund interests on the secondary market; investing in real estate via funds-of-one or similar vehicles; and engaging brokers and other capital markets participants and counterparties in connection with internally managed investments. Governing documents may include, but are not limited to, limited partnership agreements, LLC operating agreements, investment management agreements, subscription agreements, disclosure documents, trust agreements, International Swaps and Derivative Association documentation, contracts, side letters, opinions and/or any other documents required in connection with the applicable transaction (collectively, the "Transactional Documents").

2) The FIRM shall review, prepare, draft, advise on and negotiate Transactional Documents on behalf of the System.

3) The FIRM shall provide advice on matters including, but not limited to, the following:

1) Issues raised by confidential offering memoranda, prospectuses, or similar offering materials;

2) Due diligence issues, including issues identified by the Office of the Attorney General ("OAG"), the System's staff and/or the System's consultants;

3) Fund governance provisions;

4) Key economic terms (e.g., allocation of risk, fees, indemnification, distribution waterfalls and partnership clawback provisions);

5) Confidentiality issues;

6) Laws that may apply to or otherwise affect the System's investments, including but not limited to, securities laws, ERISA, bankruptcy and tax laws;

7) Standard of care and liability issues, including, but not limited to, fiduciary duties; and

8) Other pre-closing and post-closing issues.

2.1.2. Regulatory Services

1) The FIRM shall advise the OAG and the System regarding the applicability of federal securities, commodities and other laws and regulations governing the capital markets to the System, its investments and its counterparties. Such advice includes, but is not limited to: (1) advice with respect to the regulation of investment managers, brokers, fund sponsors, and other capital markets participants and counterparties with whom the System has transacted or proposes to transact in connection with its investments, and (2) advice about similar regulatory issues that apply directly to the System with regard to its activities in the capital markets and investments that the System internally manages or proposes to internally manage.

2) The FIRM shall provide compliance and governance related advice with respect to the System's monitoring, oversight and ongoing administration of its investments. For private fund investments, such advice includes, but is not limited to: (1) situations in which the investors of the fund are considering removal of the general partner or managing member and/or altering terms of the investment; (2) securities law issues that may arise in conjunction with the receipt of distributions consisting of restricted stock or other securities; and (3) situations in which the investors of the fund are asked to consent to a modification of documents or provide certain consents or assurances.

3) The FIRM shall provide advice on fiduciary law issues including, but not limited to: (1) compliance with fiduciary responsibilities arising in connection with the investment, management or disposition of the System's assets or the management or administration of the System; (2) investment policies and procedures; and (3) ethics and conflicts of interest issues.

2.1.3. Litigation Services

1) The FIRM shall provide such litigation services as the System may require in connection with the System's investments. Services may include, but are not limited to, the

provision of legal advice to the System with respect to threatened, prospective or ongoing litigation, and representation of the System in adversary proceedings before state or federal courts (including the United States bankruptcy courts) and administrative forums, as well as in alternative dispute resolution.

2) In connection with litigation services, the FIRM shall:

1) Diligently gather facts, and research and assess applicable legal authorities, concerning the matter;

2) Provide ongoing advice to the OAG regarding what actions the System should take in the litigation;

3) Zealously represent the System at all stages of litigation assigned by the OAG;

4) Keep the OAG apprised of all significant developments in the litigation;

5) Provide the OAG with editable electronic drafts of all pleadings, motions, and other papers to be filed in connection with the litigation services, as far in advance of filing as reasonably practicable, and generally within at least five business days before filing, for OAG review, comment, and approval;

6) Keep the OAG informed about document productions, written discovery and depositions, and involve the OAG to the extent requested by the OAG;

7) Provide the OAG with copies of all correspondence received and sent and all pleadings filed and received in connection with the litigation services;

8) Obtain OAG approval before engaging any experts, specialists, or local counsel, or incurring any other expenses;

9) Be responsive to the OAG, and available on an "as needed" basis to confer with the OAG and, in consultation with the OAG, the System's staff, the Board of Trustees, and any committee of the Board of Trustees regarding the case status, findings, recommendations, settlement proposals or other aspects of the litigation services; and

10) Consult with the OAG in advance regarding any settlement proposals and discussions regarding financial or other terms and

agree to settlement only with the OAG's prior written consent and subject to any other approvals required by Maryland law.

3) The FIRM acknowledges and agrees, with respect to the respective roles of the OAG and the firm selected with respect to litigation services, that:

1) The OAG, in keeping with constitutional and statutory obligations, will actively participate in and monitor litigation strategy and give the System independent advice regarding issues arising during the course of litigation; and

2) The OAG shall have the authority to control all aspects of the handling of the litigation. Such authority shall be final, sole and unreviewable.

2.1.4. In addition to the services set forth in Sections 2.1.1, 2.1.2, and 2.1.3, the FIRM shall perform and be bound by any and all obligations set forth in the RFP and the Proposal.

2.2. Law Firm Role as Assistant Counsel. The FIRM shall serve as Assistant Counsel to the Attorney General of Maryland, pursuant to State Govt Code, §6-105(b), and assist the OAG in representing the System subject to the terms and conditions of this Contract. In written communications on behalf of the System, including court filings, FIRM shall identify itself as "Assistant Counsel to the Attorney General of Maryland" by reference in a signature block, or use of a footnote, or other method of annotation, appropriate under the circumstances.

2.3. Task Orders. The FIRM shall perform services for System upon receipt of a written Task Order from the Lead AAG for that matter, substantially in the form of Exhibit D. All services are to be provided only at the request of the Lead AAG named in the Task Order, or their designee. The FIRM may not devote time to any or all of the services to be performed, or incur expenses, absent the prior authorization of the Lead AAG or their designee(s). All advice is to be provided directly to the Lead AAG or individuals identified by the Lead AAG. The FIRM is not authorized to enter into discussions with the System, other State units, or their customers, clients, or other advisors except as permitted by the Lead AAG in advance.

2.4. Law Firm Responsibilities. Subject to the provisions of Paragraph 2.2., the FIRM shall assume sole responsibility for all work to be performed under this Contract, including any Task Order issued under the Contract. The FIRM shall perform the services with the standard of care, skill, and diligence normally provided by nationally recognized legal counsel in the performance of services similar to the services to be performed hereunder. The FIRM shall not make any changes in the composition of the Legal Team specified by the FIRM in its Proposal without the prior written consent of the Lead AAG or their designee. Any change to the composition of the Legal Team without the prior written consent of the Lead AAG or their designee may be deemed an event of default by the FIRM under this Contract. The FIRM represents that it is thoroughly qualified and familiar with all required duties and responsibilities and will discharge the same diligently, fully, and properly, on an independent contractor basis, and in accordance with all ethical and professional duties and obligations.

2.5. Orientation. The FIRM shall familiarize itself with the System programs related to the matters to which it is assigned, without cost to the System.

2.6. No Assurance of Work. The FIRM acknowledges that the OAG may award additional contracts for Assistant Counsel for the Attorney General of Maryland. The FIRM agrees that it will cooperate with other Assistant Counsel. The FIRM further acknowledges that it has received no assurances of any minimum amount or type of work under this Contract. The Procurement Officer, Lead AAG, or their designee(s), shall have the discretion to determine which FIRM shall be assigned to handle a particular matter and shall have the further right to assign a particular matter to another FIRM if determined to be in the best interest of the State.

3. Compensation and Method of Payment

3.1. Fees for Services. The FIRM will be paid for services rendered under this Contract as follows:

3.1.1. Except as provided in Section 3.3. below, payments to the FIRM will be based upon a reasonable number of actual hours worked by the FIRM's attorneys and paraprofessionals

in the performance of the services, as approved by the Lead AAG or designee. The approved number of hours will be multiplied by the blended fixed hourly rates of compensation listed in Section 3.1.3 and 3.1.4, below, as applicable.

3.1.2. At the end of each month, the FIRM shall prepare an invoice setting forth the amount to be paid thereunder and bearing the following statement: "Certified just and correct and payment not received." Said invoice must be prepared and signed by the FIRM and delivered or mailed to the Lead AAG or designee.

1) The invoice will indicate the date of services rendered, a full description of the services rendered and complete time records, (and any coding symbols necessary to interpret the records), indicating the name and position of the attorney or para-professional, the billing rate being charged, and the hours of time (or fraction of hours) spent by each such individual performing such work under this Contract.

2) Each monthly invoice shall be subdivided by Task Order, with the previously described information supplied for each specific matter. The invoice shall be submitted in such detail as to permit easy corroboration with the FIRM'S office records, such records to be made available for inspection by representatives of the State, and any auditors acting on their behalf upon reasonable notice. All invoices for services rendered shall be subject to the review and approval of the Lead AAG. Each invoice shall indicate the FIRM'S Federal Tax Identification Number.

3.1.3. The blended fixed hourly rates of compensation for each attorney performing services under this Contract shall be $____ per hour and the blended fixed hourly rate of compensation for each para-professional performing services under this Contract shall be $____ per hour.

3.1.4. No compensation will be provided for law clerks.

3.2. Expenses. During the term of the Contract, the FIRM shall be reimbursed for all reasonable, allowable and allocable direct costs and expenses incurred by the FIRM in the performance of this Contract and approved by the Lead AAG.

3.2.1. The following categories of expenses are reimbursable:

1) Travel expenses allowable under the State's standard travel policies

2) Postage, messenger, or overnight delivery services

3) Extraordinary photocopying costs, with prior approval of the Lead AAG

4) Other special costs approved in advance by the Lead AAG

3.2.2. The following categories of expenses are not reimbursable, even if allocable,

1) Secretarial or administrative assistant services,

2) Preparation, review, or auditing of invoices and billing records

3) In-house messenger services

4) Para-professional overtime costs

5) Long-distance telephone, internet, or other communications charges

6) Electronic legal research

3.2.3. Non-reimbursable expenses may not be recovered indirectly by billing additional hours that were not worked.

3.2.4. The FIRM shall submit invoices to the Lead AAG or his/her designee at the times or for the periods required by the Lead AAG or his/her designee, for costs and expenses incurred, itemized in a manner satisfactory to the Lead AAG or his/her designee and in accordance with Sections 3.2. Each invoice shall indicate the FIRM's Federal Tax Identification Number.

3.3. Compensation for Transaction Matters.

3.3.1. At the sole discretion of the OAG, the OAG may request, and the FIRM shall provide an alternate fee proposal for a specific assignment, such as a fixed fee per project rather than an hourly rate. The OAG may request more than one FIRM to provide an alternate fee proposal and select from among the contractors the one that best meets the needs of the OAG. In making its selection, the OAG shall take into account, among other factors that the Contract Officer or designees deem relevant, the type and amount of the fee proposed, the experience of the Contractor, and the other clients that the Contractor is representing in the matter.

3.3.2. Except as provided in Section 3.3.3 below, the FIRM will be paid for services rendered under this Contract as follows:

A. The FIRM will be paid either (a) after the closing or other completion of a transaction for which services were performed; or (b) if services are provided on an hourly basis, not more often than monthly, out of the funds, if any, that may be appropriated or may otherwise be made available for such payment.

B. Payments to the FIRM will be based upon either a fee-for-project basis or a reasonable number of actual hours expended by the FIRM’s attorneys and para-professionals in the performance of the services, in all cases as approved by the Contract Officer or designees. The FIRM shall submit detailed invoices setting forth the name of the attorney or para-professional providing services, the date of such services, a full description of the services performed, the hourly rate being charged, and the hours or fractional hours worked. The approved number of hours will be multiplied by the blended fixed hourly rates of compensation listed in Section 3.1 above.

3.3.3. If the FIRM performs services for a proposed transaction and the transaction is not closed, the FIRM, on a case-by-case basis, may be compensated for all or a portion of such services, at the sole discretion of the Contract Officer or designees, at the rate of compensation listed in Section 3.1.3 or 3.1.4 as applicable.

3.4. <u>Compensation for Regulatory or Litigation Matters</u>.

3.4.1. Except as provided in Section 3.4.2 below, the FIRM will be paid for services rendered under this Contract as follows.

A. The FIRM will be paid (a) if services are provided on an hourly basis, not more often than monthly, out of the funds, if any, that may be appropriated or may otherwise be made available for such payment; or (b) if services are provided on a fee per project basis, at the conclusion of the project.

B. Payments to the FIRM will be based upon a reasonable number of actual hours expended by the FIRM's attorneys and para-professionals in the performance of the services, as approved by the Contract Officer or designees. The FIRM shall timely submit detailed invoices setting forth the name of the attorney or para-professional providing services, the date of such services, a full description of the services performed, the hourly rate being charged, and the hours or fractional hours worked. The approved number of hours will be multiplied by the blended fixed hourly rates of compensation listed in Section 3.1.3 or 3.1.4 as applicable.

3.4.2. At the sole discretion of the OAG, the OAG may request, and the FIRM shall provide an alternate fee proposal for a specific assignment, such as a fixed fee per project rather than an hourly rate. The OAG may request more than one FIRM to provide an alternate fee proposal and select from among the contractors the one that best meets the needs of the OAG. In making its selection, the OAG shall take into account, among other factors that the Contract Officer or designees deem relevant, the type and amount of the fee proposed, the experience of the FIRM, and the other clients that the FIRM is representing in the matter.

3.5. Tax Withholding. The System shall not withhold federal, State, and local taxes and FICA taxes, if any, from payments made pursuant to this Contract.

3.6. Retention of Records. The FIRM shall retain and maintain all records and documents relating to this Contract for three years after final payment hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the System, including the Procurement Officer or designee(s), at all reasonable times.

3.7. THE SYSTEM RESPONSIBLE FOR PAYMENT. The FIRM acknowledges and understands that the System is responsible for payment of any compensation due under this paragraph 3. The OAG does not have funding, nor does it assume responsibility for payment under this Contract.

4. **Conflicts of Interest**.

4.1. Conflicts Disclosure. The FIRM represents and warrants that it has no conflict of interest arising from the performance of the services under this Contract.

ALTERNATIVE LANUGAGE 4.1 - The FIRM represents and warrants that it has no conflict of interest arising from the performance of the services under this Contract, except as specifically described in Exhibit ____ (attached). The FIRM believes that it can accept this representation of the System and of each of the parties identified in Exhibit __ and the System consents. The FIRM believes that its representation of the System will not be compromised by its relationship with the parties identified in Exhibit __ and that it will be able to provide competent and diligent representation to the System in this matter(s) that are the subject of this Contract. By signing the Contract, the System is expressly waiving the conflicts of interest represented by the FIRM'S engagement in the matters identified in Exhibit __.

4.2. Periodic Conflict Review and Response. To avoid potential conflicts of interest which may arise from the FIRM's simultaneous representation of the System and parties participating in transactions or engaged in litigation with the State, the FIRM agrees to examine its client/matter listings on a periodic basis and to notify the Procurement Officer and applicable Lead AAG or their designee(s) immediately of any potential conflict of interest. If it appears to the OAG that the FIRM is undertaking work that may present a conflict of interest, the OAG may request that the FIRM promptly remedy the situation.

4.3. Notice of Conflicts. The OAG reserves the right to make the FIRM aware of situations in which they believe the FIRM is involved which may present an actual or potential conflict of interest or violation of the Public Ethics Law and to request that the FIRM promptly remedy the situation.

4.4. Resolution of Conflicts. The OAG and the FIRM agree to use their best efforts to resolve any actual or potential conflicts by agreement, which may include one or more of the following actions:

4.4.1. If requested, and to the extent permitted by the applicable rules of professional conduct, the FIRM will withdraw from representation of parties whose interests are adverse to the interests of the State.

4.4.2. Alternatively with the consent of the State, the FIRM may continue the representation conditioned on the use of conflict walls and other appropriate prophylactic measures.

4.4.3. The FIRM, at the request of the OAG in its sole discretion, may be asked to subcontract or assign the Task Order to other legal counsel, with approval of the OAG.

4.4.4. The OAG reserves the right, in its sole discretion, to select another law firm to serve as Assistant Counsel for the matter that is the subject of the Task Order if the conflict of interest is not resolved to the satisfaction of the OAG.

4.4.5. Nothing in this paragraph 4 is intended to limit the right of the State to seek disqualification of the FIRM in the event it continues, without the State's consent, to represent a party with interests adverse to the State.

4.5. Maryland Public Ethics Law. The FIRM shall not permit the occurrence or continuance of a violation of Title 5 of the General Provisions Article of the Annotated Code of Maryland (the "Public Ethics Law") in connection with this Contract.

5. Ownership and Control of Documents and Information

5.1. Ownership of Documents and Materials. The FIRM agrees that all documents and materials in the FIRM's possession in any format or medium, and drafts of and forms for such documents, prepared by or for the FIRM under the terms of this Contract and/or any issued Task Order (the "Files") shall at any time during the performance of the services be made available to the OAG upon request and shall become and remain the property of the OAG upon termination or completion of the services. The OAG shall have the right to use the same without restriction or limitation and without compensation to the Firm other than that provided in this Contract.

5.2. Delivery of Files. Immediately upon termination or expiration of an issued Task Order and/or this Contract, the Firm shall deliver the Files to a location within the State designated by the Procurement Officer or the appropriate Lead AAG(s). The Firm shall have the right to retain copies of those portions of the Files that the FIRM reasonably requires for professional liability purposes.

5.3. Dissemination of Information. During the term of this Contract, the FIRM, without the prior written consent of the Procurement Officer or the applicable Lead AAG, (a) shall not (and shall not permit its agents or employees to) release, disseminate, publish, distribute or circulate, in any manner whatsoever any information, data, document or materials related to the services or performance of the services under this Contract or to this Contract, and (b) shall not publish any final reports or documents.

6. Insurance and Indemnification

6.1. Professional Liability and Insurance. The FIRM shall maintain in full force and effect during the term of this Contract professional liability insurance in an aggregate amount of not less than $5,000,000, which liability insurance shall include coverage for the services to be performed hereunder. The FIRM agrees that thereafter it shall maintain for the entire period in which it and each of the attorneys on the Legal Team (subject to any applicable statute of limitations) may incur professional liability in connection with the performance or failure to perform services under this Contract, professional liability insurance in the aggregate amount of not less than $5,000,000, which liability shall include coverage for the services to be performed under this Contract. However, if the FIRM is a joint venture, and provided that one venturing entity maintains the required insurance policy, the requirement of the FIRM to maintain insurance shall be satisfied if both joint venturers submit evidence to the Procurement Officer (for prior written approval in the Procurement Officer's sole discretion) that all members of the joint venture will have such coverage either through actual insurance policies or the equivalent.

6.2. Indemnification. The FIRM, within the limitations of the Maryland Attorneys' Rules of Professional Conduct, shall indemnify, hold harmless and, upon request, defend, the State, and their respective officers, members, agents and employees from and against any and all third-party claims, suits, judgments, expenses, actions, damages, and costs (including reasonable attorney's fees) of every name and description, arising out of or resulting from the fault or negligence of the FIRM in performance of or failure to perform the services of the FIRM under this Contract or a breach of any or all of the FIRM's obligations under this Contract.

6.2.1. The State, including the OAG, has no obligation to provide legal counsel or defense to the FIRM or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the FIRM or its subcontractors as a result of or relating to the FIRM's obligations under this Contract.

6.2.2. The State, including the OAG, has no obligation for the payment of any judgments or the settlement of any claims against the FIRM or its subcontractors as a result of or relating to the FIRM's obligations under this Contract.

6.2.3. The State, including the OAG, shall not assume any obligation to indemnify, hold harmless, or pay attorney's fees that may arise from or in any way be associated with the performance or operation of this Contract.

6.2.4. The FIRM shall immediately notify the Procurement Officer and the applicable Lead AAG or his/her designee of any claim or suit made or filed against the FIRM or its subcontractors resulting from or relating to the FIRM's obligations under the Contract, and will cooperate, assist, and consult with the indemnitees in the defense or investigation of any claim, suit, or action made or filed against the State, including the OAG, as a result of or relating to the FIRM's performance under this Contract.

7. <u>Suspension and Termination</u>

7.1. <u>Suspension of Work</u>. The Procurement Officer or the applicable Lead AAG unilaterally may order the FIRM in writing to suspend, delay, or interrupt all or any part of the work for such period of time as they may determine to be appropriate for the convenience of the State.

7.2. <u>Termination of Contract for Default</u>. If the FIRM fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provisions of this Contract, the OAG may terminate this Contract by written notice to the FIRM. The notice shall specify the acts or omissions relied on as cause for termination. All finished or unfinished services provided by the FIRM, shall, at the OAG's option, become the property of the OAG provided the State has paid the sums, if any, due to the FIRM pursuant to this subparagraph. In the event of termination pursuant to this subparagraph, the FIRM shall be entitled to (a) fair and equitable compensation based upon the rates of compensation described in paragraph 3.1, above, for satisfactory performance prior to receipt of notice of termination, and (b) all expenses reimbursable under paragraph 3.2, above, incurred by the FIRM prior to receipt of such notice, less the amount of damages caused by the FIRM's breach. If the damages are more than the compensation payable to the FIRM, the OAG and System retain whatever causes of action they may have for damages resulting from the FIRM's default.

7.3. <u>Termination of Contract for Convenience</u>. The performance of work under this Contract may be terminated by the OAG in accordance with this clause in whole, or from time to time in part, whenever the OAG shall determine that such termination is in the best interest of the State. In the event of termination pursuant to this subparagraph, the FIRM shall be entitled to (a) compensation for services satisfactorily performed prior to the date of termination based upon the rates set forth in paragraph 3.1 hereof, and (b) all reasonable expenses, as described in paragraph 3.2, incurred by the FIRM prior to such date of termination.

7.4. <u>Termination of Multi-Year Contract</u>. If funds are not appropriated or if funds are not otherwise made available for the continued performance of this Contract at any time during the Contract term, this Contract shall be canceled as of the time for which funds were not appropriated or otherwise made available; however, this will not affect the System's rights under any other termination clause of this Contract. The effect of termination of this Contract pursuant to this subparagraph will be to discharge the FIRM, the OAG, and the State from future performance of this Contract, but not from their obligations existing at the time of termination. In the event of termination pursuant to this subparagraph, the FIRM shall be entitled to (a) compensation for services satisfactorily performed prior to the date of termination based upon the rates set forth in paragraph 3.1 hereof, and (b) all reasonable expenses, as described in paragraph 3.2, incurred by the FIRM prior to such date of termination. The OAG shall notify the FIRM within thirty days prior to the termination of this Contract pursuant to this subparagraph.

8. Exclusive Agreement

This Contract, components of which are described in paragraph 1, constitutes the entire agreement between the parties and any other communications between the parties before the execution of this Contract, whether written or oral, with reference to the subject matter of this Contract, are superseded by the agreements contained herein.

9. Contract Modification

This Contract may not be modified, amended, changed, or altered except by written instrument executed by the parties hereto and approved by the Procurement Officer.

10. Subcontracting

The FIRM shall not subcontract, in whole or in part, for any of the services to be performed under this Contract, without the prior written consent of the Procurement Officer or his designee.

11. Assignment of Contract

The FIRM shall not assign, transfer, convey or otherwise dispose of this Contract or any rights created hereunder to any person, FIRM, partnership, company, corporation or other entity without the prior written consent of the OAG.

12. Governing Law

This Contract shall be governed by the laws of the State of Maryland.

13. Additional Terms and Conditions

13.1. Procurement Regulations. This Contract is not subject to the provisions of Division II of the State Finance and Procurement Article of the Annotated Code of Maryland or State procurement regulations as set forth in COMAR Title 21 (collectively the "**Procurement Laws**"). Nonetheless, the requirements of the Procurement Laws will be applied to this Contract to the extent practicable and consistent with obtaining the best legal counsel for the System, all as determined in the OAG'S sole discretion. The dispute resolution and appeal procedures contained in the Procurement Laws will not apply to this Contract.

13.2. Compliance with Law. The FIRM hereby represents and warrants that:

13.2.1. It is qualified to do business in the State and it will take such action as, from time to time, may be necessary to remain so qualified.

13.2.2. It is not in arrears with respect to the payment of any moneys due and owing the State, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract.

13.2.3. It shall comply with all federal, State and local laws, ordinances, rules, and regulations applicable to its activities and obligations under this Contract.

13.2.4. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

13.3. Nondiscrimination. The FIRM shall comply with all applicable federal and State laws, rules and regulations, and policies and procedures involving nondiscrimination on the basis of race, color, creed, political or religious opinion or affiliation, marital status, sexual orientation, national origin, age, gender, ancestry, disability of a qualified individual with a disability, or any other protected category under the law.

13.4. Non-Hiring of Employees. No official or employee of the State (as defined under Section 5-501 of the General Provisions Article, Annotated Code of Maryland), whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the party or parties hereby contracting with the State, or any entity that is a subcontractor under this Contract.

13.5. Waiver. The waiver by either party hereto of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach by either party.

13.6. Severability. If any provision of the Contract is held to be invalid, void or unenforceable, such provision shall be deemed to be restated to reflect as nearly as possible the original intention of the parties in accordance with applicable law, and the remaining provisions of this Contract shall remain in full force and effect.

13.7. Counterparts/Delivery of Signatures. This Contract may be executed and delivered by facsimile or electronically transmitted signature and in two or more counterparts, all of which together shall constitute one and the same instrument. The parties agree that upon being signed by the parties, this Contract shall become effective and binding and that such signed copies will constitute evidence of the existence of this Contract.

REMAINDER OF PAGE IS BLANK

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement by their duly authorized representatives as of the Effective Date.

[LAW FIRM NAME]

By: ______________________________ ______________________________
[Name] Date
[Title]

____
(Taxpayer Identification Number)

ADD ADDITIONAL SIGNATURE BLOCK FOR JOINT VENTURE FIRM
OR DELETE THIS NOTE

THE OFFICE OF THE ATTORNEY GENERAL
OF MARYLAND

By: ______________________________ ______________________________
Peter V. Berns Date
General Counsel

Approved for form and legal sufficiency:

____
Rachel Appelt
Associate General Counsel

____
(Date)

CONTRACT EXHIBITS

Exhibit I: Request for Proposals for Assistant Counsel

Exhibit II: FIRM's Technical and Price Proposals

Exhibit III: Required Affidavits

IIIa: Executed Proposal Affidavit
IIIb: Executed Contract Affidavit
IIIc: Executed Conflicts Affidavit

Exhibit IV: Sample Task Order

(Exhibit III to sample Contract)

A copy of the Contract Affidavit may be downloaded here:

https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-U.-Contract-Affidavit.pdf

EXHIBIT IV to SAMPLE CONTRACT
SAMPLE TASK ORDER

ON OAG Letterhead

Date

Name
Title
Firm
Street Address
City, State Zip

Dear Name,

This Task Order is issued pursuant to paragraph 2.3 of the Assistant Counsel Contract, dated [INSERT DATE], between the Office of the Attorney General ("OAG") and [INSERT FIRM NAME]. ("Contract") The terms of this Task Order are as follows.

1. You are hereby assigned to work on the following matter for [INSERT System NAME]:

[INSERT DETAIL HERE]

2. The Lead Assistant Attorney General responsible for this matter and to whom you will report is [INSERT NAME, EMAIL, AND TELEPHONE]

3. For the purposes of this matter, you are authorized to provide the following services and tasks:

[INSERT DETAIL HERE]

You are also authorized to perform such other or additional services as are customarily associated with the above-described services and tasks.

4. Your firm will be compensated for your services in strict accordance with paragraph 3 of the Contract. Funding for this Task Order will be through [State Unit].

[INSERT DETAIL HERE]

5. The following costs and expenses, in addition to those listed in paragraph 3.2, will be reimbursed.

[INSERT DETAIL HERE, IF APPLICABLE]

6. Invoices must be submitted to the Lead AAG at the email address listed above. No deviations from the rates specified in the Contract will be permitted. The [not to exceed] amount for this Task Order is $ [XXXXXX].

This Task Order shall not be deemed a modification of the Contract. By acceptance of this Task Order your firm acknowledges that it has performed an examination of its client list as required under paragraph 4.2 of the Contract, and there are no conflicts of interest in its representation of the OAG Client in this matter.

Please confirm your acceptance of this Task Order by having the appropriate authorized person within your firm sign this letter. You may return the signed letter via electronic mail to [Contract Officer or designee], and retain a fully executed copy for your file.

Thank you, in advance, for your work on this matter. Please don't hesitate to contact me if you have any questions.

Sincerely,

Name
Title

Reviewed and acknowledged
for funding availability:

____
Name
Title
Agency

Acknowledgment of Task Order acceptance:

____
[Contractor]