

**The Public School and Education Employee  
Retirement Systems of Missouri (PSRS/PEERS)**  
*3210 W. Truman Blvd. • Jefferson City, MO • 65109*



**REQUEST FOR PROPOSALS FOR  
INVESTMENT COUNSEL LEGAL SERVICES**

Issued: Friday, March 5, 2021

Responses Due: Thursday, April 1, 2021 at 5:00 p.m.

Primary Contact: Sarah Swoboda, General Counsel  
Email: [sswoboda@psrsmo.org](mailto:sswoboda@psrsmo.org)  
Phone: 573/638-2128

## **Table of Contents**

I.	Introduction.....	3
II.	Background.....	3
III.	Timeline.....	4
IV.	Scope of Services.....	4
V.	Submittal Contents.....	4
VI.	Selection Criteria and RFP Evaluation.....	7
VII.	Submittal Instructions.....	8
VIII.	Questions and Clarifications.....	8
IX.	Additional Terms and Information.....	9

## I. Introduction

The Public School Retirement System of Missouri (PSRS) and the Public Education Employee Retirement System of Missouri (PEERS) are requesting proposals from qualified firms interested in providing investment counsel legal services, on an as-needed, as-requested basis as further described in this RFP.

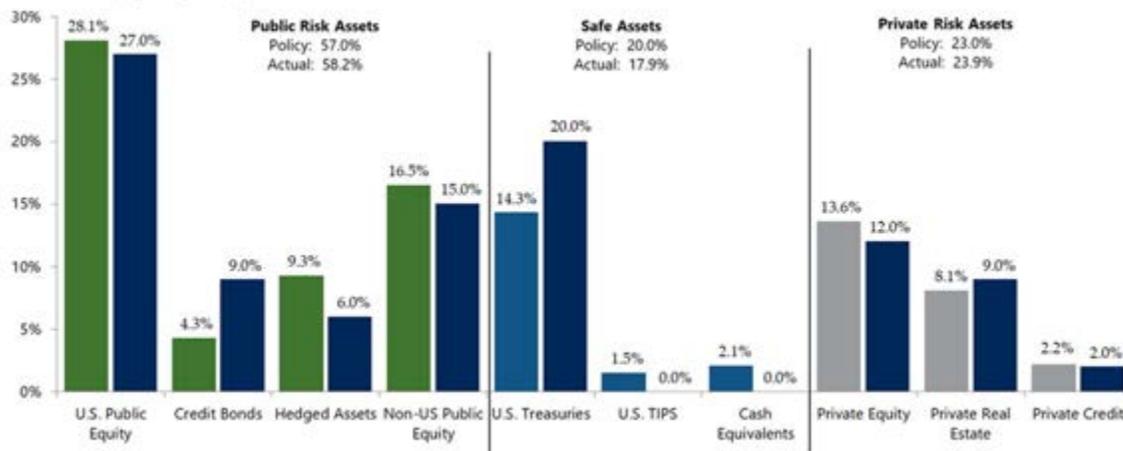
Firms who wish to be considered must submit their completed proposals to PSRS/PEERS by April 1, 2021 at 5:00 p.m. **Central time**. Specific and detailed instructions on submitting proposals are contained in section VII of this RFP.

All questions about this RFP must be submitted in writing (via email) to Sarah Swoboda ([sswoboda@psrsmo.org](mailto:sswoboda@psrsmo.org)) by March 15, 2021 at 5:00 p.m. **Central time**. See Section VIII for additional information.

## II. Background

PSRS/PEERS are defined benefit governmental public pension plans established under Missouri law to provide retirement, disability and survivor benefits for Missouri public school teachers and other staff (except those employed by the St. Louis and Kansas City School districts). Both systems operate as trust funds directed by one independent Board of Trustees (“Board”). The Board delegates the daily administrative functions of PSRS/PEERS to its Executive Director, who is responsible for the operation of the Systems. The day-to-day responsibilities of the investment of the funds<sup>1</sup> held by PSRS/PEERS are managed by the Systems’ Chief Investment Officer, the internal investment staff (consisting of 15 full time employees) and retained consultants, managers and other partners, with oversight by the Board and the Executive Director.

As of December 31, 2020, PSRS/PEERS assets totaled \$51.3 billion. The following chart shows the policy target and actual asset allocation of these funds as of the same date.



<sup>1</sup> Effective July 1, 2013 all assets are held in the Missouri Education Pension Trust (MEPT) for the exclusive benefit of the Public School and Education Employee Retirement Systems of Missouri.

PSRS/PEERS is currently engaged with a firm who provides, and will continue to provide, investment counsel legal services. However, PSRS/PEERS is seeking to add one or more additional firms to provide investment counsel legal services on an as-requested basis due to the growth and complexity of the investment program, especially the private assets program.

More information about PSRS/PEERS can be found at: [www.psrs-peers.org](http://www.psrs-peers.org). Detailed information about the Investment Programs can be found in the PSRS/PEERS Comprehensive Annual Financial Report at: [www.psrs-peers.org/About-Us/Resources/Annual-Report](http://www.psrs-peers.org/About-Us/Resources/Annual-Report)

III. **Timeline**

The following is an expected timeline for this RFP. PSRS/PEERS reserves the right to lengthen or extend any time period or deadline if in the best interest of PSRS/PEERS.

ACTIVITY	EXPECTED DATE
RFP Release	March 5, 2021
Question/Clarification Request Deadline	March 15, 2021 at 5:00 p.m. Central
Answers to Questions / Clarification Requests	March 18, 2021 at 5:00 p.m. Central
RFP Responses Due	April 1, 2021 at 5:00 p.m. Central
Interviews (if necessary)	TBD
Selection of Firm(s)	TBD

IV. **Scope of Services**

The firm or firms selected by PSRS/PEERS shall, on an as-requested basis, provide PSRS/PEERS with a wide range of investment counsel legal services related to a defined benefit public employee retirement plan, including, but not limited to, the following:

- A. Review and assist with negotiating alternative investments, including but not limited to, agreements related to private equity, private credit, real estate, infrastructure, hedge funds, and other investment strategies. These deals will also include co-investments. The work will include the review of limited partnership agreements, limited liability agreements, private placement memoranda, preparation of side letters and subscription agreements and related documents.
- B. Review amendments to existing agreements and preparation of recommendations for most favored nations elections.
- C. Advise on the legal structure of a variety of types of investment funds.
- D. Draft and negotiate agreements related to fund-of-funds, investment management agreements, public market investments, or other investment-related agreements as requested.
- E. Provide formal legal opinions on investment documents or transactions.
- F. Provide legal counsel as requested for investment-related matters, including any disputes that might arise relating to PSRS/PEERS' investments.

G. Provide legal advice on federal, state and international tax matters related to PSRS/PEERS' investments.

H. Prepare research, conduct analysis, and provide advice on specific investment issues.

In addition to the above, core skills and expertise of the attorneys assigned to PSRS/PEERS shall include excellent oral and written communication skills, sound judgment, the ability to work well with and maintain the confidence of PSRS/PEERS staff, and the ability to deliver services in a timely and cost effective manner.

V. **Submittal Contents**

Please submit the following information in response to this RFP.

A. **Cover**

Please include a cover or title page entitled "Response to PSRS/PEERS' Request for Proposal for Investment Counsel" and identify the Respondent by firm name and address.

B. **Transmittal Letter**

Include a short transmittal letter (one page or less) summarizing why the Respondent believes itself to be qualified to provide the requested services. The transmittal letter must include the name, title, and contact information for the one individual who will serve as the point of contact for the Respondent. **The transmittal letter must have the signature of an officer of the Respondent who is authorized to bind the firm.**

C. **Questionnaire**

Respondent should provide answers and information responsive to the questions below.

1. Provide a general description of the firm, including its history, its primary areas of practice, the total number of attorneys, the number of attorneys who practice in the area or areas relevant to this RFP, the office location(s), the firm's annual revenue, and any other relevant descriptive information.
2. Identify the "Lead Counsel" that would provide Investment Counsel services to PSRS/PEERS and any supporting counsel or staff that would work with PSRS/PEERS ("Key Staff"). Provide professional background and areas of specialization for each person.
3. Questions Related to the Scope of Work:
  - a. Provide details concerning the firm's legal due diligence process for investment transactions.

- b. Describe the Key Staffs' experience negotiating and drafting investment contracts and side letters for public pensions and/or other institutional investors, including contracts for alternative investments.
  - c. Describe the firm's experience with reviewing co-investment transactions.
  - d. Describe the firm's experience with:
    - i. Derivative transactions;
    - ii. U.S. and international tax matters;
    - iii. Drafting policy documentation;
    - iv. Reviewing legislation.
  - e. Describe any industry or other organizations the Key Staff are members of, or are involved with, that relate to the services requested in this RFP.
  - f. What does your firm see as the major legal challenge(s) that currently face institutional investors?
4. Please describe the turnover or departure rate over the last five years of the legal professionals within the department that would provide services to PSRS/PEERS.
  5. Identify and explain any known actual or potential conflicts of interest that the firm may have in contracting or providing the services requested in this RFP to PSRS/PEERS.
  6. Provide a description of all past, pending, or threatened litigation, claims or investigations, including but not limited to, malpractice claims, administrative claims, state ethics claims or disciplinary proceedings, SEC or IRS investigations, etc. against Respondent or any of the individuals proposed to provide services to PSRS/PEERS.
  7. Please provide evidence of the firm's financial stability. This information can be provided separately under Confidential cover.
  8. Provide the liability coverage for the firm's professional liability insurance including any relevant limits of coverage.
  9. Describe the anti-fraud and security measures in place at the firm to ensure the integrity of information maintained at the firm, and the transfer and storage of sensitive electronic information and how it is protected from unauthorized access.
  10. Provide a list of at least three (3) professional references, including an individual and his/her contact information for each reference. Please also include information regarding how long the firm has worked with each reference and a general summary of the type of work the firm performs for the reference.

References should include organizations, such as public pension plans or other institutional investors, for whom the firm has provided services similar to those requested in this RFP.

**D. Fees**

1. Please provide the firm's proposed hourly rate fee structure for the legal services outlined in the Scope of Work. In doing so, please list the proposed hourly rates for the Key Staff.
2. Identify other rates or fees for any other potential costs that might be incurred (e.g., copying fees, etc.)
3. Provide the length of time that the firm would be willing to commit to hold fees at the rates identified in response to the above-questions.
4. If the firm would be agreeable to any other method of billing/fee structures (e.g., on a flat, per project basis), please provide a detailed description of the method(s) and the projected costs/range of those fees.
5. Please provide any other information regarding fees, fee structures, billing, costs saving mechanisms, etc. that the firm believes is relevant.

**VI. Selection Criteria and RFP Evaluation**

The PSRS/PEERS evaluation committee ("Committee") will evaluate Responses received in accordance with the criteria described herein. Failure of a Respondent to provide in its Response any information requested in this RFP may result in the firm's disqualification.

All information requested will be used to evaluate the Responses to the RFP. The objective of the Committee in reviewing Responses to this RFP will be to evaluate the qualifications of and costs proposed by the Respondents for the purpose of selecting the firm or firms that best meet the needs of PSRS/PEERS. While cost is a relevant factor in this evaluation, PSRS/PEERS is not required to, nor does it commit to, selecting the lowest cost firm or firms.

All decisions made by PSRS/PEERS will be final. PSRS/PEERS makes no guarantee that an award will be made as a result of this process and reserves the right to (1) reject any and all Responses to this RFP, (2) waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP when deemed to be in PSRS/PEERS' best interest. Representations made by a Respondent in its Response will be binding on the Respondent.

Submission of a Response indicates Respondent's acceptance of the evaluation techniques and the recognition that subjective judgments must be made by the Committee during the evaluation process.

VII. **Submittal Instructions**

Responses to the RFP are due on or before **April 1, 2021 at 5:00 p.m. Central time**. It is the complete responsibility of the Respondent to ensure that Responses are received by the deadline. Late Responses will not be considered.

Six (6) bound hardcopies of the Response and one (1) digital copy shall be sealed and delivered to:

PSRS/PEERS  
Attn: Sarah Swoboda  
3210 W. Truman Blvd.  
Jefferson City, MO 65109

The package should be clearly marked “Response to RFP for Investment Counsel Legal Services” or substantially similar language.

Responses that are delivered by fax or electronic mail will not be considered.

Responses which are qualified with conditional clauses, or alterations, or irregularities of any kind are subject to disqualification from consideration at the option of PSRS/PEERS.

VIII. **Questions and Clarifications**

Respondents may ask questions or seek clarifications related to this RFP by emailing Sarah Swoboda at [sswoboda@psrsmo.org](mailto:sswoboda@psrsmo.org) on or before **March 15, 2021 by 5:00 p.m. Central time**. Questions and clarifications will only be accepted until this stated deadline. No questions or requests for clarifications will be allowed over the phone or in any way other than this stated email procedure.

All questions and answers will be compiled by PSRS/PEERS into one document which will be emailed to all firms who asked a question or sought clarification (through the contact in the firm’s email to PSRS/PEERS) **by 5:00 p.m. Central time on March 18, 2021**. *If your firm does not submit a question or clarification request but would like to receive copies of the summary question and response document, you may request a copy by emailing Sarah Swoboda ([sswoboda@psrsmo.org](mailto:sswoboda@psrsmo.org)) by the question / clarification deadline with a contact for receipt of the summary document.*

To the extent possible, questions and clarification requests shall be summarized in a way to conceal the identity of the entity or entities submitting the question or request.

Interpretations or clarifications in any other form, including oral statements, will not be binding on PSRS/PEERS and should not be relied upon in preparing the Response.

IX. **Additional Terms and Information**

- A. **Reservation of Rights by PSRS/PEERS** – PSRS/PEERS reserves the right, where it may serve the Systems’ best interest, to request additional information or clarifications from Respondents, or to allow corrections of errors or omissions. PSRS/PEERS retains the right to reject any and all Responses submitted. PSRS/PEERS reserves the right to enter discussions and negotiations with one or more of the Respondents at its discretion to determine the best and final terms. PSRS/PEERS is not under any obligation to hold these discussions or negotiations with each firm that submits a proposal. PSRS/PEERS also reserves the right to waive minor irregularities in a Respondent’s Proposal at its discretion.
- B. **Offer to Contract** - A response is an offer to contract based upon the terms, conditions, and specifications contained herein and is not binding on PSRS/PEERS until accepted through the execution of a contract. Respondents agree that the contents of their proposals are valid for one year from the date of submission.
- C. **Cost Incurred in Responding** - All costs directly or indirectly related to preparation of a response to the RFP, any oral presentations required to supplement and/or clarify a response, and/or interviews which may be required by PSRS/PEERS at its discretion, shall be the sole responsibility of and shall be borne completely by the Respondent. Proposals shall not be returned to Respondents.
- D. **Choice of Law and Venue** - All lawsuits involving PSRS/PEERS must be brought in Cole County Circuit Court, Cole County, Missouri, and be subject to Missouri Law, whether related to this RFP or any contract or agreement entered into pursuant to this procurement process. By submitting a Response, Respondent agrees to submit to this choice of law, jurisdiction, and venue for any and all such litigation or claims.
- E. **No Representations or Warranties** – PSRS/PEERS makes no representations or warranties, expressed or implied, as to the accuracy or completeness of the information in the RFP and nothing contained herein is or shall be relied upon as a promise or representation, whether as to the past or the future. The RFP does not purport to contain all the information that may be required to evaluate the RFP and any recipient hereof should conduct its own independent analysis of PSRS/PEERS and the data contained or referenced herein. PSRS/PEERS makes no warranties about the amount or number of projects that it will assign to the selected firm(s).
- F. **Public Information and Disclosure** - Pursuant to the Missouri Open Records Act (the “Act”), Section 610.010, et seq., PSRS/PEERS may be required to release to third parties all information provided by Respondent in response to this RFP, at the conclusion of the procurement process, regardless if such information is labeled “confidential,” “proprietary” or is otherwise intended by Respondent not to be released to third parties, without providing advance notice to Respondent of a request for such information or the release of such information. If Respondent believes that any portion of its response is confidential under the Act, it may designate such portion of its response as Confidential with a specific statutory reference to closure of the record under the Act. PSRS/PEERS does not accept blanket confidentiality exceptions for the totality or large portions of the response and does not consider pricing information to be confidential.

By submitting a response, Respondent acknowledges and agrees that PSRS/PEERS shall have no liability to Respondent or to any other person or entity for disclosing information in accordance with the Act, as interpreted by PSRS/PEERS, even if such material is labeled as confidential.

- G. Communications – Respondents must restrict all contact and questions regarding this RFP to the PSRS/PEERS contact listed in this RFP. Respondents are prohibited from directly or indirectly communicating about this RFP with any other employee or Board Trustee of PSRS/PEERS, unless such communication is initiated by PSRS/PEERS in order to obtain information or clarification needed to evaluate a Response. Any violation of this provision may result in immediate disqualification of the Respondent from the selection process.
- H. Taxes – PSRS/PEERS are exempt from federal, state and local taxes. PSRS/PEERS will not be responsible for any taxes levied on the Respondent as a result of any contract resulting from this RFP.
- I. Modification or Withdrawal of Offers – Responses to this RFP may be modified or withdrawn in writing only if modifications or withdrawals are received on or before the deadline specified for receipt of proposals. Modifications or withdrawals of proposals received after the deadline will not be considered, except (1) in the sole discretion of PSRS/PEERS for Respondents to correct minor errors or omissions in their proposals or (2) in situations where modifications are agreed to by Respondent and PSRS/PEERS as a result of negotiations for a final award.
- J. Israel Anti-Boycott – Respondents are advised that, if selected to provide services to PSRS/PEERS, it will be required to certify the following in the parties’ contract:

[Vendor] hereby certifies, pursuant to Section 34.600 RSMo., that it is not currently engaged in, and shall not for the duration of this Contract engage in a boycott of (1) goods or services from the State of Israel, (2) companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (3) persons or entities doing business in the State of Israel.

For purposes of this certification, “boycott Israel” and “boycott of the State of Israel” means “engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel.”

[Vendor] hereby acknowledges and agrees that, notwithstanding any provision to the contrary in the Contract, the Contract will be void in the event the certification set forth herein is breached.

- K. Respondent Prohibited - Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this RFP or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of PSRS/PEERS.

- L. Conflict of Interest - The successful Respondent shall not have conflicts of interest as to revenues derived from the services provided under this RFP. No employee of PSRS/PEERS and no member of the Board shall have a financial interest, direct or indirect, in the contract, and by submitted a response, Respondent affirms that it is not aware of any such conflicts of interest. A violation of this provision renders the contract void.