



**REQUEST FOR PROPOSALS (“RFP”) for
RESEARCH MANAGEMENT SYSTEM
RFP NUMBER 18-08**

RELEASE DATE: November 26, 2018

DEADLINE FOR INQUIRIES: December 11, 2018 BY 3:00 PM EST

DEADLINE FOR SUBMISSION: January 15, 2019 BY 3:00 PM EST

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SECTION 1 – INTRODUCTION

1.1 Title

Request for Proposals (“RFP”) for a Research Management System for the Indiana Public Retirement System (“INPRS” or the “System”)

1.2 Overview of Request for a Research Management System

INPRS is soliciting proposals from all qualified firms who wish to be considered as a vendor to provide a Research Management System as described in Section 3 - Scope of Services.

1.3 INPRS Background

1.3.1 History

INPRS was established by statute in 2011 as an independent body corporate and politic. The system is not a department or agency of the state but is an independent instrumentality exercising essential government functions. INPRS was established by legislation to manage the retirement funds of certain public employees throughout the State of Indiana. INPRS administers nine retirement plans including:

- Public Employees’ Retirement Fund (“PERF”)
- Teachers’ Retirement Fund Pre-1996 Account (“TRF Pre-1996”)
- Teachers’ Retirement Fund 1996 Account (“TRF 1996”)
- 1977 Police Officers’ and Firefighters’ Pension and Disability Fund (“1977 Fund”);
- Judges’ Retirement System (“JRS”);
- State Excise Police, Gaming Agent, Gaming Control Officer and Conservation Enforcement Officers’ Retirement Plan (“EG&C Plan”);
- Prosecuting Attorneys’ Retirement Fund (“PARF”)
- Legislators’ Defined Benefit Plan (“LEDB Plan”)
- Legislators’ Defined Contribution Plan (“LEDC Plan”)

These nine funds (PERF, TRF Pre-1996, TRF 1996, 1977 Fund, JRS, EG&C Plan, PARF, LEDB Plan, and LEDC Plan) are managed separately and administered by INPRS. For additional information regarding INPRS and the funds detailed above, please access: <http://www.in.gov/inprs/>.

A copy of INPRS' FY2017 Comprehensive Annual Report (CAFR) may be reviewed at <http://www.in.gov/inprs/annualreports.htm>

1.3.2 Investments

INPRS manages approximately \$30 billion dollars. INPRS has an assumed rate of return on invested assets of 6.75%. INPRS' investment portfolio currently consists of:

Asset Class	Target Allocation	Target Range
Public Equity	22.0%	19.5% to 24.5%
Private Equity	14.0%	10.0% to 18.0%
Fixed Income – Ex Inflation-Linked	20.0%	17.0% to 23.0%
Fixed Income – Inflation –Linked	7.0%	4.0% to 10.0%
Commodities	8.0%	6.0% to 10.0%
Real Estate	7.0%	3.5% to 10.5%
Absolute Return	10.0%	6.0% to 14.0%
Risk Parity	12.0%	7.0% to 17.0%

Verus is INPRS' general consulting firm and assisted in the preparation of this RFP and will consult on the evaluation of responses.

1.4 Issuer

INPRS is issuing this RFP in accordance with Indiana statutes governing the procurement of services and certain administrative policies of INPRS. The staff of INPRS has prepared the content of this RFP. One (1) copy of this RFP may be provided free of charge from INPRS or an electronic copy may be obtained from the following website: <http://www.in.gov/inprs/quoting.htm>. Additional copies are available at the rate of \$0.10 per page.

1.5 Contacts

Inquiries from Respondents are not to be directed to any staff or member of the Board of Trustees of INPRS, except as outlined in *Section 1.6* of this RFP. Such unauthorized communication(s) may disqualify Respondent from further consideration. INPRS reserves the right to discuss any part of any response for the purpose of clarification. Respondents will be given equal access to any communications about the RFP between INPRS and other Respondents.

1.6 Inquiries about the RFP for INPRS

All inquiries and requests for information affecting this RFP must be submitted by email to the contact below no later than due dates outlined in *Section 1.16* of this RFP.

Stanton Lanman
Director of Vendor Management and Procurement
procurements@inprs.in.gov

INPRS reserves the right to judge whether any questions should be answered in writing and copies will be posted to the INPRS website.

If it becomes necessary to revise any part of this RFP or provide additional interpretation of a provision, an addendum will be posted to the INPRS website prior to the due date for proposals. If such addendum issuance is necessary, the Director of Vendor Management and Procurement may extend the due date and time of the proposals to accommodate such additional information requirements, if necessary.

1.7 Invitation to Submit Proposals

All proposals must be **emailed no later than January 15, 2019 at 3:00 PM EST to procurements@inprs.in.gov**. Each Respondent must also submit one hard copy and one electronic copy (preferably PDF) of the Respondent's proposal on CD. The proposal must be clearly marked "Response to RFP 18-08 for Research Management System" with a postmark no later than January 15, 2019 and addressed/delivered to:

Stanton Lanman
Director of Vendor Management and Procurement
Indiana Public Retirement System
One North Capitol, Suite 001
Indianapolis, IN 46204

Any proposal received after the due date will not be considered. Any late proposals will be returned to the Respondent unopened within thirty (30) days of filing upon request.

1.8 Modification or Withdrawal of Offers

Responses to this RFP may be modified or withdrawn in writing (by facsimile or mail), if modifications are received prior to the date specified for receipt of proposals. The Respondent's authorized representative may also withdraw the proposal in person, with proper identification and execution of a receipt for the proposal. Modification to or withdrawal of a proposal received after the date specified for receipt of proposals will not be considered.

INPRS may, at its option, allow all Respondents a five-calendar-day period to correct errors or omissions to their proposals. Should this necessity arise, INPRS will contact each Respondent affected. Each Respondent must submit written corrections to the proposal within five calendar days of notification. The intent of this option is to allow proposals with only minor errors or omissions to be corrected as deemed necessary by INPRS. Major errors or omissions, such as the failure to include prices, will not be considered

by INPRS as a minor errors or omission and may result in disqualification of the proposal from further evaluation.

1.9 Confidential Information

Respondents are advised that materials contained in proposals are subject to the Indiana's Access to Public Records Act ("APRA"), IC 5-14-3 et seq., and, after the contract award, the entire RFP file, may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of such envelope that confidential materials are included. The Respondent must also specify the applicable statutory exception. If the Respondent does not specifically identify the statutory exception(s), INPRS will NOT consider the submission confidential. Furthermore, if INPRS does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may either reject the proposal or consider the merits of the proposal without honoring the confidentiality requested. INPRS does not accept blanket confidentiality exceptions for the totality of the proposal. INPRS does not consider pricing to be confidential information. INPRS reserves the right to make determinations of confidentiality. Any objection to INPRS' confidentiality determination may be raised with the Indiana Public Access Counselor.

1.10 RFP Response Costs

INPRS accepts no obligation for costs incurred by Respondents in preparation of a proposal or any other costs incurred in anticipation of being awarded a contract.

1.11 Proposal Life

All proposals made in response to this RFP must remain open and in effect for a period of not less than 180 days after the due date specified above. Any proposal accepted by INPRS for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by INPRS.

1.12 Taxes

INPRS is exempt from federal, state, and local taxes. INPRS will not be responsible for any taxes levied on the Respondent as a result of any contract resulting from this RFP.

1.13 Secretary of State Registration

Before an out-of-state corporate Respondent can do business with INPRS, the Respondent must be registered with the Indiana Secretary of State. If an out-of-state corporate Respondent does not have such registration at present, the Respondent should contact:

Secretary of State of Indiana
Corporations Division
302 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576

For the necessary registration application form, or it can be accessed via the internet at the web address provided in Appendix B.2. It is each Respondent's responsibility to register prior to the initiation of any contract discussions, but registration is not a requirement to submit a response.

1.14 Discussion Format

INPRS reserves the right to conduct discussions, either oral or written, with those Respondents determined by INPRS to be reasonably viable to being selected for award. INPRS also reserves the right to seek clarification to resolve issues as deemed necessary by INPRS.

1.15 Compliance Certification

Responses to this RFP serve as a representation that the Respondent and its principals, have no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and Respondent agrees that it will immediately notify INPRS of such actions should they arise. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees, or other statutory, regulatory, or judicially required payments to the State of Indiana. The Respondent agrees that INPRS may initiate a background check on the Respondent and/or its principals in order to confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that INPRS may bar the Respondent from contracting with INPRS, cancel existing contracts, withhold payments to set off such obligations, and withhold further payments or purchases until the entity is current in its liability to the State of Indiana and has submitted proof of such payment to INPRS.

1.16 Summary of Milestones

The following is the expected timeline for this solicitation:

ACTIVITY	EXPECTED DATE
Release of RFP	November 26, 2018
Respondent's Inquiry Period Ends	December 11, 2018, 3:00 P.M. (EST)
Answers to Inquiries Published to Website	December 20, 2018
Respondent Electronic RFP Submissions Due	January 15, 2019, 3:00 P.M. (EST)
Finalist Presentations at INPRS	February - April, 2019
Selection of Finalist	April 2019
Contract Negotiation	April - May 2019

SECTION 2 – PROPOSAL CONTENT REQUIREMENTS

2.1 General Instructions

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is documented in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below.

A complete proposal will include the following:

- Electronic submissions as per the guidelines in *Section 1.7* of this RFP.
- Hard copy submission of a transmittal letter (with the information in *Section 2.2* of this RFP).
- Hard copy submission of a business proposal (with the information and attachments described in *Section 2.3* of this RFP).
- Hard copy submission of a fee proposal (with the information in *Section 2.4* of this RFP).
- Hard copy and a CD ROM of the entire proposal.

2.2 Transmittal Letter

The transmittal letter must be in the form of a letter and address the following topics:

2.2.1 Identification of RFP

The transmittal letter must first identify the RFP title and number.

2.2.2 Identification of Respondent

The transmittal letter must identify the following information:

- Respondent Name
- Street Address
- City
- State
- ZIP
- Contact Name
- Phone
- Email

2.2.3 Summary of Ability and Desire to Supply the Required Services

The transmittal letter must briefly summarize the Respondent's ability to supply the requested services. The letter must also contain a statement indicating the Respondent's willingness to provide the requested services subject to the terms and conditions set forth in the RFP, including INPRS's standard contract clauses.

2.2.4 Signature of Authorized Representative

An authorized representative of the Respondent must sign the transmittal letter. Respondent personnel signing the transmittal letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section must contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

2.2.5 Other Information

Any other information the Respondent may wish to briefly summarize will be acceptable.

2.3 Business Proposal

The business proposal must contain the required information and be organized under the specific section titles as listed below.

2.3.1 Executive Summary

Provide a high level description of the proposed scope of services.

2.3.2 Relevant Experience

See Appendix C Management Proposal

2.3.3 Organizational Capability

Describe the Respondent's organizational capability to provide the scope of work described in *Section 3* of this RFP. To demonstrate organizational capability, provide the following:

i. Personnel

See Appendix C Management Proposal

ii. Registration to do Business

Respondents proposing to provide services required by this RFP are required to be registered to do business within the state with the Indiana Secretary of State. The contact information for this office may be found in *Section 1.13* of this RFP. This process must be concluded prior to contract negotiations with INPRS. It is the Respondent's responsibility to successfully complete the required registration with the Secretary of State. The Respondent must indicate the status of registration, if applicable, in this section of the proposal.

iii. Financial Statements

See Appendix C Management Proposal

2.3.4 Appendix D Technical Response / Appendix E Technical Requirements

Complete, Appendix D Technical Response / Appendix E Technical Requirements (Appendix E is a separate Excel file)

2.3.5 Contract for Services

Appendix A.2 of this RFP is the base contract for services that will be used if an award is made. Any or all portions of this document are incorporated by reference as an addendum to the final contract. The Respondent is required to clearly identify and explain any exception that it desires to take to any of the terms and conditions of this RFP in this section. Additionally, if the Respondent wishes to include or change any language in the base contract being submitted, proposed language should be included in this section in the form of an amendment to the base contract for services. It should be noted that *Appendix A.1* of this RFP includes the essential clauses that are non-negotiable.

2.3.6 Assumptions

List any assumptions made by the Respondent in developing the response to this RFP, including INPRS responsibilities.

2.4 Fee Proposal Appendix F (Appendix F is a separate Excel file)

Please provide a detailed fee proposal. Fee calculations/formulas shall assume U.S. dollars. The Services detailed in SECTION 3 – SCOPE OF SERVICES of this RFP are the basis for the proposed fees. The proposed fees shall include all costs for providing Services to INPRS as described and shall be guaranteed through the contract term. In no case will the final fee be higher than the fee contained in the Proposal. Payment of fees shall be quarterly in arrears.

FAILURE TO SUBMIT A DETAILED FEE PROPOSAL MAY ELIMINATE A RESPONDENT'S ORGANIZATION FROM CONSIDERATION.

SECTION 3 – SCOPE OF SERVICES

INPRS is soliciting proposals from all qualified firms who wish to be considered as a vendor to provide a Research Management System.

The objective of this RFP is to identify those respondents with the expertise, track record, and resources to provide Research Management System. The selected firm, upon execution of a contract, shall as requested by INPRS and subject to Indiana law and policies, agree to the below minimum scope of services:

General

- Provide a browser-based client for end-users
- Manage User groups and security access
- Ability to integrate with standard Microsoft Office and Office 365 products
- Ability to securely integrate with various custodian platforms in an automated fashion (API, Web Service, etc.)
- Provide implementation services according to a mutually agreed upon work plan
- Provide on-site training
- Provide on-going prompt post-implementation support via telephone and electronic mail during normal business hours

Security

- Vendor can supply attestation or certification that the system has been tested for common web application security vulnerabilities, and has been found to be free of significant security defects
- Provide audit-tracking reports of user access and usage logs
- Ability to track and report all logins and login failures
- Ability to exclude records and/or specific data fields from view or access
- Ability to provide an automatic log-off feature at user-specified time limits
- Ability to encrypt user IDs and passwords and impose minimum password lengths (8 characters)
- Ability to reset passwords (system administrator only)
- Ability to have technical controls for password timeout, complexity and reuse
- Ability to maintain a single point of contact for escalation of security issues
- Ability to maintain a security organization capable of incident response
- Ability maintain security policies, applicable to both the organization and the development process
- Policies are available for customer review
- Ability to delegate administration for user provisioning
- Vendor performs security testing as part of the development process
- Vendor conducts or provides security training for developers
- Hosting facility provides physical security controls over ingress AND egress
- Vendor conducts background checks on employees
- Vendor employees are required to sign a non-disclosure agreement
- The system logs unsuccessful login attempts
- System generates audit reports on security events
- Vendor conducts vulnerability management for all system components
- Ability to provide Single Sign On (Ex, SAML)

SECTION 4 – CONTRACT AWARD

Based on the results of this process, the qualifying proposal(s) determined to be the most advantageous to INPRS, taking into account all of the evaluation factors, may be selected by INPRS for contract award. If, however, INPRS decides that no proposal is sufficiently advantageous, INPRS may take whatever further action is deemed best in its sole discretion, including making no contract award. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, INPRS may begin contract preparation with the next qualified Respondent or determine that it does not wish to award a contract pursuant to this RFP.

INPRS reserves the right to discuss and further clarify proposals with any or all respondents. Additionally, INPRS may reject any or all proposals received or to award, without discussions or clarifications, a contract on the basis of proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint. INPRS also reserves the right to divide the investment contract to two (2) or more respondents, in its sole discretion, in all respects.

The Executive Director or his designee(s) will, in the exercise of his/her discretion, determine which proposal(s) offer the best means of servicing the interests of INPRS. The exercise of this discretion will be final.

4.1 Length of Contract

The term of the contract entered into under this RFP shall be for an initial period of five (5) years, beginning from the date of final execution of contract. There may be one (1) or more renewals under the same terms and conditions at INPRS' option up to the length of the original term. Total contract period shall not exceed ten (10) years.

4.2 Evaluation Criteria

INPRS has selected a group of qualified personnel to act as an evaluation team. The procedure for evaluating the responses against the evaluation criteria will be as follows:

- Each response will be evaluated on the basis of the criteria listed below.
- Based on the results of the evaluation, the Proposal or Proposals determined to be most advantageous to INPRS, taking into account all of the evaluation factors, may be selected by INPRS for further action.
- In addition, the evaluation team will consider other factors they believe to be material for this selection.

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements in an efficient, cost-effective manner, taking into account quality of service with minimal tolerance for error.

Specific criteria include:

1. Fulfilling the requirements set forth in the RFP
2. Technical knowledge, skills, and other competencies of the vendor
3. Respondent qualifications
4. Quality and completeness of responses to this RFP

5. Quality of references
6. Experience and track record
7. Price (i.e. detail of fee proposal)
8. Quality of finalist presentation, if selected
9. Additional qualifying factors, as determined relevant by INPRS

References may be contacted. It is possible that finalists will be interviewed by persons participating in the selection process.

APPENDIX A – SAMPLE CONTRACT FOR SERVICES

The following sample contract is the base contract that will be used if an award is made. It is the expectation of INPRS that the Respondent will review the sample contract and provide desired changes to INPRS at the time of submittal of a proposal. Desired changes are unlikely to be added unless INPRS determines in its sole discretion that the performance of services under the contract is dependent upon such changes.

If Respondent wishes to amend any term or change any language in the base contract being submitted, proposed language should be included in the business proposal in the form of an amendment to the base contract. See *paragraph 2.3.6* of this RFP for the applicable section of the business proposal. For each proposed revision, the Respondent should indicate that the change is required by the Respondent in any contract resulting from this RFP and why it is required or indicate that the change is desired (but not required) by the Respondent in any contract resulting from this RFP.

If a required change is unacceptable to INPRS, the Respondent's proposal may be considered unacceptable. It should be noted that *Appendix A.1* of this RFP includes the essential clauses that are non-negotiable.

The Respondent is required to clearly identify and explain any exception that it desires to take to any of the terms and conditions of this Solicitation in the business proposal. The evaluation of a proposal may be negatively affected by exception taken by the Respondent to any part of this Solicitation, and INPRS reserves the right, in its sole discretion, to refuse to consider any exception that is not so identified in the Respondent's proposal.

A.1 Appendix– ESSENTIAL CLAUSES

Essential Clauses in the System’s Sample Contract for Services

As part of the Request for Proposal (RFP) process, you are required to review the Indiana Public Retirement System’s (the “System”) sample Contract for Services and submit comments with your proposal. The following clauses are non-negotiable. If you believe that a clause will affect your risk of liability, you should adjust your bid price accordingly.

(Section 4) Access to Records

The System will not agree to any provision eliminating this requirement or requiring the System records to be retained for less than applicable law, including Indiana’s public records retention schedule.

(Section 7) Audit and Audit Settlement

The System is subject to audits by the Indiana State Board of Accounts. Therefore, the System will not accept any substantive modifications to the language under this Section.

(Section 11) Compliance with Laws

The Indiana Attorney General requires this provision in all State of Indiana contracts. Contractor and its agents must abide by the ethical requirements set forth in Indiana Code, including provisions regarding the telephone solicitation of customers. As the System is subject to the jurisdiction of the State Ethics Commission and State ethics rules, the System will not agree to delete these provisions.

(Section 13) Confidentiality of System Information

Although the System is subject to Indiana’s public records laws, many of the System records are confidential public records that cannot be disclosed. In addition, the Indiana Attorney General requires the Social Security disclosure clause in all State of Indiana contracts.

(Section 17) Disputes

The System will not agree in advance to any binding resolution clauses, except those of the State of Indiana courts; however, the System may agree to alternative dispute resolution options, should a dispute arise.

(Section 18) Drug-Free Workplace Certification

To ensure compliance with the Governor of Indiana’s executive order on drug-free workplaces, these provisions are required in all the System contracts. The System will not accept any modifications of the language under this Section.

(Section 23) Governing Law

The contract must be governed by the laws of the State of Indiana, and suit, if any, must be brought in a state court of jurisdiction in the State of Indiana. As a quasi-governmental agency, the System is protected by the Eleventh Amendment of the United States Constitution, which guarantees that state governments hold sovereign immunity and are immune from federal lawsuits initiated by citizens of another state. The System will not agree to any provision that can be construed as waiving the System’s Eleventh Amendment rights.

(Section 25) Indemnification

The System will not agree to any modification that limits Contractor’s responsibility to indemnify the System as described in this Section. The Indiana Attorney General has opined that any agreement requiring the System to indemnify Contractor is a violation of the Indiana Constitution and against public

policy. In addition, the System will not agree to any modification that limits the System's ability to recover damages or limits Contractor's liability as described in the contract.

(Section 33) Minority and Women's Business Enterprise Compliance

Indiana law requires this provision in all System contracts. In the event Contractor uses a subcontractor to complete services pursuant to this contract, Contractor must visit the Indiana Department of Administration's Web site, which contains a list of subcontractors registered as Minority Business Enterprises and/or Women's Business Enterprises. If a subcontractor who performs services required under the contract is listed on the Web site, Contractor must give that subcontractor the opportunity to bid. If Contractor does not use a subcontractor to complete services pursuant to this contract, Contractor will be unaffected by this provision.

(Section 34) Nondiscrimination

The Indiana Attorney General requires this provision in all State of Indiana contracts. The System will not agree to limit Contractor's liability under this provision, nor will the System agree to substitute Contractor's discrimination policy for the requirements under this Section.

(Section 51) Investigations and Complaints

As part of the System's fiduciary and due diligence obligations, this is an essential clause in the System's contracts. The System will not accept material changes to this provision.

Additional contract provisions to which the System will not agree:

- Any provision requiring the System to provide insurance or an indemnity;
- Any provision requiring the contract to be construed in accordance with the laws of any state other than Indiana;
- Any provision requiring suit to be brought in any state other than Indiana;
- Any mandatory dispute resolution other than the courts;
- Any provision requiring the System to pay taxes;
- Any provision requiring the System to pay penalties, liquidated damages, interest, or attorney fees;
- Any provision modifying the statute of limitations;
- Any provision relating to a time in which the System must make a claim;
- Any provision requiring payment in advance, except for rent; and
- Any provision limiting disclosure of information in contravention of the Indiana Access to Public Records Act

Acknowledgement

We have reviewed and agree to the System's mandatory contract provisions.

Signature: _____

Name/Title: _____

Company: _____

Date: _____

A.2 Appendix - SAMPLE CONTRACT FOR SERVICES

This CONTRACT FOR SERVICES (“Contract”) is entered into and effective as of _____, 2018 (“Effective Date”), by and between _____ (the “Contractor”) and the INDIANA PUBLIC RETIREMENT SYSTEM (the “System”).

WHEREAS, the System issued a [Request for Proposal (RFP _____)]/Request for Quote] on _____, in which Contractor responded;

WHEREAS, System has determined that it is in the best interests of System, the retirement plans and funds it manages and administers and their members and beneficiaries to form an agreement with Contractor to perform services in the area of [Contract Scope];

WHEREAS, Contractor is willing to provide such services;

NOW, THEREFORE, in consideration of those mutual undertakings and covenants, the parties agree as follows:

1. **Duties of Contractor.** The Contractor shall provide the following services set forth on Attachment A, which is incorporated herein (the “Services”).
2. **Consideration.** The Contractor shall be paid at the rate of _____ for performing the duties set forth above, as set forth in Attachment B, which is incorporated herein. Total remuneration under this Contract shall not exceed \$ _____.
3. **Term.** This Contract shall commence on the Effective Date and shall remain in effect through _____. This Contract may be renewed under the same terms and conditions by mutual written agreement of the parties for up to _____ () one-year terms. This Contract, unless otherwise terminated, modified, or renewed in writing by the parties, will automatically renew on a month-to-month basis after the termination date for a period not to exceed six (6) months.
4. **Access to Records.** The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract and for three (3) years from the date of final payment under this Contract, for inspection by the System or its authorized designees. Copies shall be furnished at no cost to the System if requested.
5. **Assignment; Successors.** The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the System’s prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the System, provided that Contractor gives written notice (including evidence of such assignment) to the System thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
6. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the Contractor assigns to the System all right, title and interest in and to any claims the Contractor now has, or

may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audit and Audit Settlement. Contractor acknowledges that it may be required to submit to an audit of funds paid through the Contract. Any such audit shall be conducted in accordance with IC § 5-11-1 *et seq.* and audit guidelines specified by INPRS. If an error is discovered as a result of an audit performed by INPRS and Contractor, or if Contractor becomes aware of any error through any other means, Contractor shall use its best efforts to promptly correct such error or to cause the appropriate party to correct such error.

8. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the System.

9. Background Investigations. Contractor agrees to conduct or cause to have conducted a background check of any employee of Contractor or of any vendor, service provider or subcontractor of Contractor who has been or will be given access unsupervised by Contractor or System to any office, room, or floor space of the property occupied by the System. Any such person as described in this paragraph will have passed such background check including for verification of, but not limited to:

- a. Social security trace – verification of social security number;
- b. Criminal history, including a criminal history check for applicable states and counties of residence for the past seven (7) years;
- c. Credit check;
- d. Prior employment verification;
- e. E-verify check;
- f. High school diploma/GED verification;
- g. A Department of Revenue tax liability check, if applicable, will be initiated.

Costs associated with these background checks shall be the sole responsibility of the Contractor. The following reasons may be used by Contractor to determine that a person described in this paragraph did not satisfactorily pass the background check:

- a. Discovery that the candidate provided false or inaccurate information on his or her application or resume, or during the employment interview.
- b. Inability to verify previous employment.
- c. Repeated unfavorable, job-related, performance references by former employers.
- d. Conviction of any crime involving theft, veracity, truthfulness, conversion of property, fraud, identity theft, or any non-motor vehicle traffic related felony.
- e. A pattern of financial instability, payroll garnishments, or creditor judgments against the candidate.

The System further reserves the right to conduct a FBI criminal history report, including a fingerprint search, of any Contractor or of any vendor, service provider or subcontractor of Contractor.

10. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the System. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

11. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the System and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the System as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the System may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC § §4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the System.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and agrees that it will immediately notify the System of any such actions. During the term of such actions, the Contractor agrees that the System may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the System decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. Any payments that the System may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the System. Failure to do so may be deemed is a material breach of this Contract and grounds for immediate termination and denial of further work with the System.

G. The Contractor hereby affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC §5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) the Contractor will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

I. As required by IC §5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC §5-22-16.5-14 including termination of this Contract, as well as imposition of a civil penalty.

12. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the System's reasonable satisfaction, as determined at the discretion of the undersigned System representative and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The System shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state, or local statute, ordinance, rule or regulation.

13. Confidentiality of System Information. Even though this Contract does not contemplate the sharing of confidential information with the Contractor, the Contractor understands and agrees that data, materials and information disclosed to Contractor, by or on behalf of the System or any of its members, participants, employees, customers or third party service providers, may contain confidential and protected information under Indiana law and as described in 35 IAC 1.2-1-5; therefore, the Contractor promises and assures that data, materials, and information gathered, based upon, or disclosed to the Contractor for the purpose of this Contract, will be treated as confidential and will not be disclosed to or discussed with other parties, including subcontractors, without the prior written consent of the System. The Contractor also acknowledges that pursuant to IC §5-10.5-6-4 member records, except for names and years of service, are confidential and will not be disclosed, published, or used in any manner outside of this agreement without express consent of INPRS or the member.

The parties acknowledge that the services to be performed by Contractor for System under this Contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by System in its computer system or other records. Contractor acknowledges and agrees to follow the procedures set out in IC §24-4.9 *et seq.* in the event of a breach of personal information or Social Security numbers. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), Contractor and System agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) or personal information (as defined in IC §4-1-11-3) is/are disclosed by Contractor as a result of Contractor's error, Contractor agrees to pay all commercially reasonable costs associated with the disclosure including, but not limited to, any costs associated with distributing a notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of the Contract.

14. Continuity of Services.

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the System and must be continued without interruption and that, upon Contract expiration, a successor, either the System or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the System's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the System's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

15. Debarment and Suspension

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the System if any subcontractor becomes debarred or suspended, and shall, at the System's request, take all steps required by the System to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

16. Default by System. If the System, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, then the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect all monies due up to and including the date of termination.

17. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the System agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the System or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the System for such costs.

C. The System may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the System to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

18. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the System within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the System for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying in writing the System within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance

or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

19. Employment Eligibility Verification. As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that:

A. The Contractor does not knowingly employ an unauthorized alien.

B. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

C. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

D. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The System may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the System

20. Employment Option. If the System determines that it would be in the System's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the System or the employee.

21. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

22. Funding Cancellation. When the System's Board of Trustees makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this

Contract shall be canceled. A determination by the System's Board of Trustees that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

23. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

24. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

25. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the System, its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The System shall not provide such indemnification to the Contractor.

26. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the System with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

27. Information Technology Enterprise Architecture Requirements. Contractor shall comply with all applicable INPRS Information Technology standards, policies, and guidelines. INPRS may terminate this contract for default for any deviation from those standards, as they exist as of the effective date of this Agreement, if the contractor fails to cure the breach of this provision within a reasonable time.

28. Use or Transfer of Software Licenses. INPRS has the right to use the software licenses on development or test environments without additional cost. Regarding the transfer of any Contractor's software outside the use location, INPRS may execute the software in INPRS' disaster recovery site without notifying the Contractor.

29. Insurance. The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverage, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

A. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the System. The System is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

1. Automobile liability with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The System is to be named as an additional insured on a primary, non-contributory basis.

2. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned System representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State of Indiana is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority issued by the Indiana Department of Insurance.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The System will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the System under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the System.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the System to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the System before the commencement of this Contract.

30. Key Person(s).

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the System shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the System.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are _____

31. Licensing Standards. The Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The System will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor agrees to notify the System immediately and the System, at its option, may immediately terminate this Contract.

32. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, except by written agreement signed by all necessary parties.

33. Minority and Women’s Business Enterprises Compliance

The Contractor agrees to comply fully with the provisions of the Contractor’s MBE/WBE participation plans, if any, and agrees to comply with all Minority and Women’s Business Enterprise statutory and administrative code requirements and obligations, including IC § 4-13-16.5 and 25 IAC 5. The Contractor further agrees to cooperate fully with the Minority and Women’s Business Enterprise division to facilitate the promotion, monitoring, and enforcement of the policies and goals of MBE/WBE program including any and all assessments, compliance reviews, and audits that may be required.

34. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee’s or applicant’s: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law (“Protected Characteristics”). Furthermore, Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the System and any applicant or employee of the Contractor or any subcontractor. Contractor and any subcontractors shall also comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

35. Notices to Parties. Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the System shall be sent to:
Steve Russo
Executive Director
Indiana Public Retirement System
One North Capitol, Suite 001
Indianapolis, IN 46204

With a copy to:

B. Notices to the Contractor shall be sent to:

36. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the System, (3) RFP Number __, (4) Contractor’s response to RFP number _____, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

37. Ownership of Documents and Materials. All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered “work for hire” and the Contractor transfers any ownership claim to the System and all such materials will be the property of the System. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the System, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the System and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor’s expense. The Contractor shall provide the System full, immediate, and unrestricted access to the work product during the term of this Contract.

38. Payments. All payment obligations shall be made in arrears, net 30 in accordance with Indiana law and the System’s fiscal policies and procedures. See Attachment B, Fees, incorporated by reference.

39. Penalties/Interest/Attorney’s Fees. The System will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney’s fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, and IC §34-13-1.

40. Progress Reports. The Contractor shall submit progress reports to the System upon request. The report shall be oral, unless the System, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the System that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

41. Public Record. The Contractor acknowledges that the System will not treat this Contract as containing confidential information.

42. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the System and Contractor. The term of the renewed contract may not be longer than the term of the original contract.

43. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

44. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

45. Taxes. The System is exempt from most state and local taxes and many federal taxes. The System will not be responsible for any taxes levied on the Contractor as a result of this Contract.

46. Termination for Convenience. This Contract may be terminated, in whole or in part, by the System whenever, for any reason, the System determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The System will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

47. Termination for Default

A. The System may immediately terminate this Contract in whole or in part, if the Contractor fails to:

1. Correct or cure any breach of this Contract;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the System terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the System considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the System for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The System shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the System shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The System may withhold from these amounts any sum the System determines to be necessary to protect the System against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the System in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

48. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of the services or consideration provision. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the System and in accordance with the System's Travel Policies and Procedures.

49. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the System's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain

liable to the System in accordance with applicable law for all damages to the System caused by the Contractor's negligent performance of any of the services furnished under this Contract.

50. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the System becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the System may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

51. Investigations and Complaints. To the extent permitted by applicable law, Contractor shall promptly advise the System in writing of any extraordinary investigation, examination, complaint, disciplinary action or other proceeding relating to or affecting Contractor's ability to perform its duties under this Contract which is commenced by any of the following: (1) any Attorney General or any regulatory agency of any state of the United States; (2) any U.S. Government department or agency; or (3) any governmental agency regulating business in any country in which Contractor is doing business. Except as otherwise required by law, the System shall maintain the confidentiality of all such information until investigating entity makes the information public.

52. Non-Collusion and Acceptance. The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

In Witness Whereof, Contractor and the System have, through their duly authorized representatives, entered into this Contract. The parties, having read and understand the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

[Contractor]

By: _____

Printed Name: _____

Title: _____

Date: _____

INDIANA PUBLIC RETIREMENT SYSTEM

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT A

Scope of Services

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ATTACHMENT B

Fees

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APPENDIX B – MANDATORY RESPONDENT FORMS

B.1 Taxpayer Identification Number Request

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

B.2 Foreign Registration Statement

<https://forms.in.gov/Download.aspx?id=13562>

APPENDIX C – MANAGEMENT PROPOSAL

Company Experience

1. How many years has the company been engaged in implementing and or hosting RMS software similar in size to INPRS in public or private environments?
2. Please provide a brief company history and overview.

Company Organization

Please attach an organization chart.									
How many employees does the company have?	<table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">United States</td> <td style="width: 40%;"># employees</td> </tr> <tr> <td>Outside the US:</td> <td># employees</td> </tr> </table>	United States	# employees	Outside the US:	# employees				
United States	# employees								
Outside the US:	# employees								
How many employees are associated with these types of products/systems does the company have in each of the following categories?	<table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Customer Support:</td> <td style="width: 40%;"># employees</td> </tr> <tr> <td>Installation & Training:</td> <td># employees</td> </tr> <tr> <td>Product Development:</td> <td># employees</td> </tr> <tr> <td>Sales, Marketing:</td> <td># employees</td> </tr> </table>	Customer Support:	# employees	Installation & Training:	# employees	Product Development:	# employees	Sales, Marketing:	# employees
Customer Support:	# employees								
Installation & Training:	# employees								
Product Development:	# employees								
Sales, Marketing:	# employees								
List additions and departures of key staff positions over the past three years									
Location of office that will serve as the primary contact during implementation									

Financial Information

What was the percentage of gross revenues invested in research and development?	%
Attach a copy of the Company's audited financial statements for last two years.	Attached <input type="checkbox"/>
Provide Dun & Bradstreet number:	#

Previous Experience & References

As an Attachment, list four references where the contract is similar in scope to INPRS. At least three of the references must be government organizations. At least two of the references must include integration of RMS with other systems within the organization. At least two of the references should be a vendor hosted solution. Provide the following information for each reference.

Provide: Client's name, contact person's name, title, telephone number and/or email address, the contact start and completion dates, and a brief description of the items provided by your firm. Indicate whether the contract was similar in size, scope, and/or complexity as required by the INPRS in this solicitation. For each reference, indicate whether the system was hosted on premises by the client or off-site by the vendor. These may be contacted and used as references, along with other sources that may be provided to INPRS.

Terminations

If any, list any contracts that have been terminated before the project completion in last five years with your firm. Indicate whether contract was terminated for Default (defined as a notice to Vendor to stop performance due to non-performance or poor performance) and whether the issue was (a) not litigated; or (b) litigated and such litigation determined the Vendor to be in default. If any, attach a description of the deficiencies in performance and describe whether and how the deficiencies were remedied. INPRS will evaluate the information and may also at its sole discretion, reject the Vendor's Response if the information indicates that completion of a contract resulting from this solicitation may be jeopardized by the responsibility history of this Vendor. These may be contacted as a resource to INPRS for assessing references and responsibility.

Have you had any early Contract Terminations? Yes No
If yes, are termination descriptions attached? Yes No

Prime Contractor

If your proposal includes hardware, software or services from a third party, the Company must act as prime contractor for procurement of all proposed products and services. Prime contractor shall be the sole point of contact for contractual issues including payment of any and all charges resulting from the purchase of the proposed hardware, software, and services. Prime contractor must take responsibility for demonstration, delivery, installation, and acceptance testing of all items proposed. Prime contractor must also provide maintenance, warranty and ensure third-party warranties are extended to INPRS.

1. Will Vendor utilize Subcontractors? Yes No
2. If yes, attach a clear description of how you as prime contractor will direct work of all subcontractors to ensure the quality and timeliness of work performed by the Company and all subcontractors. Attached? Yes No

If you are utilizing subcontractors (or third-party vendors), then also complete the following chart.

Third Party Vendor Name	Number of Previous Partnerships with this Vendor	Location of Previous Partnerships with this Vendor	Description of Installed and Configured Service
Project Management Services			
Application Software Programs			
Other Software			
Training			
Client Devices/Hardware			
Data Base Administration			
Networking/Infrastructure			
Security			
Data Conversion Development			
External System Interfaces Development			
Functional/Business Analysis			

Testing			
Deployment			

Quality Management Approach

For both implementation and hosting of software explain your approach and methods for quality management. For hosting explain your approach for both the software and services.

Proposed Project Approach

For implementation services attach a discussion of your proposed project approach, including a detailed project plan.

Project Organization

Provide a diagram that illustrates the Vendor’s project organization. Include the names of key project staff and any subcontractors. Identify all internal and external communication paths, including within the Vendor’s project staff and between the Vendor and INPRS project staff.

Project Team Matrix

Complete the matrix with the number of years of experience for each proposed team member/key staff in each subject area.

Team Member Name:	Years of Experience in Project Manager:	Years of Experience in Business Analysis	Years of Experience Training	Years of Experience servicing Public Sector Clients

Key Staff

Describe the project roles and responsibilities for each key staff member and sub-contractor identified in the Project Organization diagram.

Key Staff Assignment Priority

In responding to this RFP, Vendor warrants that any key staff members identified by the Vendor and accepted by INPRS shall be dedicated to the INPRS's project as that person's primary assignment for the duration of such person's employment by the Vendor and that any change in assigned key staff is subject to prior INPRS approval in writing.

Project Management

Designate the Project Manager who will have overall, daily responsibility for the project. This person will be responsible for the Vendor's project management and coordination with INPRS.

Provide an organizational chart that shows the Project Manager's reporting relationships within the Vendor's organization. The Vendor should also describe the type and level of authority vested in the Project Manager in regards to coordinating the Vendor resources in support of the project.

Project Manager Qualifications

The Vendor must provide detailed information regarding the designated Project Manager's experience with projects of similar size and complexity. In addition to the information provided above, list and describe all projects performed by the Project Manager for similar work.

Implementation Plan

Provide a plan for implementation that includes tasks, deliverables, resources and timeline. Identify what tasks the vendor is responsible for and what INPRS will be responsible for.

APPENDIX D – TECHNICAL RESPONSE

Basic Requirements

1. System will be accessible 99% of the time (~88 hours of downtime per year), including all planned and unplanned downtime. Planned downtime must be coordinated.
2. All data will be backed up every 24 hours at Vendor's site. Backup information will be stored in a different location from the computer center where the hosting servers are located. If restoration of data is required, the Vendor will be notified and the data will be restored within one business day.
3. Data will be encrypted "at rest" and "in transit".
4. INPRS should be involved in and informed of any operational changes made that affect access to the data. That includes but is not limited to:
 - Migration, upgrades or other changes to the hardware or software that require downtime or a server reboot must be coordinated at least 10 working days in advance. Security patches and other emergency requirements can be coordinated with less notice but a designated INPRS Staff Member must be contacted prior to rebooting the server.
 - A designated INPRS Staff Member must be notified within 30 minutes of an unplanned outage and must be given an estimated recovery time or hourly status updates until the recovery time is known.
5. Any INPRS data under the protection of the Vendor, (under its care, custody and control) shall be returned to the INPRS upon notice, with the data/ metadata transferred in standard file formats.

Technical Questions

Infrastructure/Integration:

1. Describe the underlying technology and approaches used to develop/maintain the application in sufficient detail to allow IT staff to assess technical components, including specification of the application operating system, web application engine, and data management system.
2. Describe the database, standards, language and technology tools used within the software in enough detail for IT staff to assess integration, server and network implications.
3. Describe your strategy for integrating with mobile devices.
4. Describe in-depth how your system integrates or interfaces with Microsoft Outlook/Exchange.
5. List other client and server products (and the required versions) needed to successfully operate your product,
6. Describe the minimum requirements for the INPRS's Servers, Network or Workstations to work with your applications.
7. If solution is multi-tenant, please describe the segregation of clients, including data, authentication, application access, etc.
8. Describe the approach to disaster recovery.

Security:

1. For your hosted environment, fully describe the physical security.
2. Describe assurance of security from both system and personnel aspects.
3. Describe how the system addresses and document security issues, including data breaches, personnel, access rights, encryptions/SSL, firewall and protocol conflicts, database security, and conflicts with standard OS.

4. How will the vendor respond if a security breach is identified in the application code or in the hosted environment?
5. Explain the authorization and authentication process for the application.
6. Explain the system's quarantine functions and /or strategy, including how files and attachments are scanned for virus.
7. Explain whether the system was developed by a third party; whether the third parties are contractually obligated to maintain security controls and periodically audited for compliance with security obligations.
8. Explain whether the system has been assessed for security by an objective third party. If yes, please provide the results.

User Support/Maintenance:

1. Describe how application support will be provided, including the availability of resources such as a help desk and other support.
2. Describe the vendor's change management and release / upgrade management process and frequency, including the QA testing process.
3. Describe the vendor's patch and / or whole system replacement approach and frequency.
4. Describe how user requests for new/changed/enhanced features, including those resulting from changing statutory requirements, will be addressed.
5. Describe how application training needs will be met, including responsibility for training of users and IT staff providing hosting services.
6. Provide system performance measures, including response time, speed, tuning, capacity analysis, etc.
7. Describe assurance of system dependability, including server clustering, load balancing across multiple application servers, server redundancy design, etc.
8. Describe assurance of system reliability, including server maintenance plan, system backup plan, system disaster recovery plan, uptime/downtime, etc.
9. Describe assurance of staff availability, including turnaround time for service requests and service quality.
10. Describe levels of communication and collaboration with hosted clients, including methodology, procedures, change control process, etc.
11. Describe the process of exporting INPRS data, including areas of concerns, time, costs, etc.
12. Describe any archiving services available on hosted site.