

REQUEST FOR PROPOSALS (“RFP”) for

Software Quality Assurance Managed services

##### **RFP NUMBER 20-05**

**RELEASE DATE: October 19, 2020**

**DEADLINE FOR INQUIRIES:** **November 2, 2020 BY 3:00 PM EST**

**DEADLINE FOR INTENT TO BID: November 2, 2020 BY 3:00 PM EST**

**DEADLINE FOR SUBMISSION: December 2, 2020 BY 3:00 PM EST**

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# Section 1 – Introduction

## 1.1 Title

Request for Proposals (“RFP”) for Software Quality Assurance Managed Services of current Indiana Public Retirement System (“INPRS” or the “System”) applications.

## 1.2 Overview of Request for Software Quality Assurance Managed Services

INPRS is soliciting proposals from all qualified firms who wish to partner with INPRS and be considered to provide Software Quality Assurance Managed Services as described in Section 3 – Scope of Services.

INPRS seeks to partner with a qualified firm to provide Software Quality Assurance Managed Services for the INPRS application environment. This environment currently includes, but is not limited to, the following systems:

* Employer Reporting and Maintenance (ERM)
* Oracle E-Business Suite (EBS)
* Indiana Pension Administration System (INPAS)
* INPRS Reporting Portal (IRP)
* Content Navigator/Data Cap
* Business Process Management (BPM)

## 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 16 funds including:

*Defined Benefit DB Fund*

* Public Employees’ Defined Benefit Account (PERF DB)
* Teachers’ Pre-1996 Defined Benefit Account (TRF Pre-’96 DB)
* Teachers’ 1996 Defined Benefit Account (TRF ’96 DB)
* 1977 Police Officers’ and Firefighters’ Retirement Fund (’77 Fund)
* Judges’ Retirement System (JRS)
* Excise, Gaming and Conservation Officers’ Retirement Fund (EG&C)
* Prosecuting Attorneys’ Retirement Fund (PARF)
* Legislators’ Defined Benefit Fund (LE DB)

*Defined Contribution DC Fund*

* Public Employees’ Defined Contribution Account (PERF DC)
* My Choice: Retirement Savings Plan for Public Employees (PERF MC DC)
* Teachers’ Defined Contribution Account (TRF DC)
* My Choice: Retirement Savings Plan for Teachers (TRF MC DC)
* Legislators’ Defined Contribution Fund (LE DC)

*Other Postemployment Benefit / OPEB Fund*

* Special Death Benefit Fund (SDBF)
* Retirement Medical Benefits Account Plan (RMBA)

*Custodial Fund*

* Local Public Safety Pension Relief Fund (LPSPR)

For additional information regarding INPRS and the funds detailed above, please access: <http://www.in.gov/inprs/>.

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

## 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 1.17* of this RFP.

Stanton Lanman  
Director of Vendor Management and Procurement

procurements[@inprs.](mailto:rcook@perf.state.in.us)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 Intent to Bid

INPRS requests that each Service Provider indicate its intention to bid by completing the form in Appendix G and e-mailing it to [procurements@inprs.in.gov](mailto:procurements@inprs.in.gov) with the subject line “Intent to Bid RFP 20-05” by the date provided on the cover page of the RFP.

## 1.8 Invitation to Submit Proposals

All proposals must be **emailed no later than December 2, 2020 at 3:00 PM EST to procurements@inprs.in.gov**.

Any proposal received after the due date will not be considered.

## 1.9 Modification or Withdrawal of Offers

Responses to this RFP may be modified or withdrawn in writing by email if modifications are received prior to the date specified for receipt of proposals. 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.

## 1.10 Confidential Information

Respondents are advised that materials contained in proposals are subject to 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. The responses are deemed to be “public records” unless a specific provision of IC 5-14-3 protects it from disclosure.

Respondents claiming a statutory exception to the APRA **must indicate so in the Transmittal Letter. (See Section 2.2.5 for instructions.)** Confidential Information must be clearly marked in a separate folder. The Respondent **must provide a separate redacted (for public release) version of the document.**

INPRS reserves the right to make determinations of confidentiality. Any objection to INPRS’s confidentiality determination may be raised with the Indiana Public Access Counselor (PAC). The Public Access Counselor provides guidance on APRA. Respondents are encouraged to read guidance from the PAC on this topic as this is the guidance INPRS follows:

[18-INF-06; Redaction of Public Procurement Documents Informal Inquiry](https://www.in.gov/pac/informal/files/18-INF-06.pdf)

INPRS also reserves the right to seek the opinion of the PAC for guidance if INPRS doubts the cited exception is applicable.

## 1.11 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.

## 1.12 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.

## 1.13 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.

## 1.14 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.

## 1.15 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.

INPRS is planning to hold joint solution sessions on the dates outlined in *Section 1.17* of this RFP. The joint solution is planned to be a one-hour maximum meeting where service providers can ask questions about the current environment and ask for general feedback of their high-level solution including staffing size, staffing location, proposed tools, and assumptions. The service provider may also ask for feedback on value added items such as intellectual property, additional services and industry solutions. Service providers will not be presenting their qualifications or any marketing materials at this meeting. The meeting format may be adjusted as necessary or canceled altogether depending on the number of service providers submitting the intent to bid form.

## 1.16 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.

## 1.17 Summary of Milestones

The following is the expected timeline for this solicitation:

|  |  |
| --- | --- |
| **ACTIVITY** | **EXPECTED DATE** |
| **Release RFP** | **October 19, 2020** |
| **Respondent’s Inquiry Period Ends** | **November 2, 2020, 3:00 P.M. (EST)** |
| **Intent to Bid Form Due** | **November 2, 2020, 3:00 P.M. (EST)** |
| **Answers to Inquiries Provided** | **November 9, 2020** |
| **Joint Solution Sessions** | **Week of November 16, 2020** |
| **Respondent RFP Submissions Due** | **December 2, 2020, 3:00 P.M. (EST)** |
| **Finalist Presentations** | **Week of December 14, 2020** |
| **Signed Contract Target Date** | **January 15, 2021** |
| **Vendor Assumes Software Quality Assurance Managed Services responsibility** | **February 15, 2021** |

# 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 must be submitted electronically per the guidelines in *Section 1.8* of this RFP and must include the following:

* A transmittal letter (with the information in *Section 2.2* of this RFP)
* A business proposal (with the information and attachments described in *Section 2.3* of this RFP)
* The response to the scope tables, questions and SLRs in *Section 3* of the RFP
* A fee proposal (with the information in *Section 2.4* of this RFP)
* The required documents from Appendix B
* The Confirmation Document (Appendix E)
* The Staffing Forecast Matrix (Appendix F)

## 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 code
* Contact Name
* Phone
* E-mail

**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’ 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 Confidential Information**

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.* (**See *Section 1.10* of this RFP***.*)

Provide the following information. If the Respondent does not provide this information, INPRS will NOT consider the submission confidential.

* + - * List all documents, or sections of documents, for which statutory exemption to the APRA is being claimed. INPRS does NOT accept blanket confidentiality exceptions for the totality of the proposal.
      * Specify which statutory exception of APRA applies for each document, or section of the document.
      * Provide a description explaining the manner in which the statutory exception to the APRA applies for each document or section of the document.
      * Provide a separate redacted (for public release) version of the document.

**2.2.6 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 Proposed Approach**

The service provider must provide a thorough description of its technical solution and delivery approach for all in-scope functions. The description of the solution should be written to communicate to INPRS IT leadership. The descriptions should contain sufficient detail for INPRS to understand the overall approach, key changes, and time frame associated with the service provider’s specific solution.

The service provider should include materials specific to its solution for INPRS. The service provider should refrain from providing “marketing materials” and background information already provided to INPRS.

**2.3.3 Relevant Experience**

The Respondent should include a list of at least three clients for whom the Respondent has provided services in the last five years that are the same or similar to those services requested in this RFP. Any public sector retirement plan clients are preferred.

Information provided should include the name, address, and telephone number of the client facility and the name, title, email address, and phone numbers of a person who may be contacted for further information and site visits may be arranged. The following table must be utilized as a template to present the aforementioned information for each reference.

| **REFERENCE** | |
| --- | --- |
| **Client Name** |  |
| **Client Address** |  |
| **Primary Contact Name** |  |
| **Primary Contact Title** |  |
| **Primary Contact Phone Number** |  |
| **Primary Contact e-Mail Address** |  |
| **Number of Years as a Client** |  |
| **Services Provided** |  |

**2.3.4 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:

* Provide a description of the company, including the following information:
* When the company was established
* Long-term debt rating (Moody’s or S&P)
* Total number of employees
* Number of employees performing Software Quality Assurance Managed Services
* Employee turnover rate the last 3 years
* Locations of corporate offices
* Legal entity that will be contracting to provide the services outlined in the RFP Indicate how long the Respondent has been providing proposed services to clients
* State whether parts of the proposed services are to be provided by a subcontractor/partner and describe the relationship with the proposed subcontractor/partner and subcontractor/partner role in providing these services
* Confirm that INPRS will contract with only one party who will be held accountable for all performance-related issues, including liability and the payment of liquidated damages for all services that become part of the final contract

**i. Personnel**

Provide a brief narrative summarizing the Respondent’s staffing plan. In addition, include the following:

* List all resources proposed for the proposal. Proposers must list the key staff, as well as additional staff needed to fulfill this RFP. Proposers must provide resumes of staff that will be actively engaged and not representative resumes. INPRS reserves the rights to interview, screen, and approve or deny all resources proposed for the assignment.
* Provide an organizational chart for this proposal, showing the Proposer’s team and how it will interact with INPRS. Also, include a narrative describing the organization, physical location and interactions. INPRS expects that the account manager, technical leadership and test manager will be onsite Monday through Friday, matching INPRS work hours, as well as any customer facing personnel.

**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 1.14* 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**

This section must include the Respondent’s financial statements, including an income statement and balance sheet for each of the two most recently completed fiscal years. In addition, please provide a copy of the respondent’s most recent financial statement audit report.

**iv. Subcontractors**

The Respondent must list any subcontractors that are proposed to be used in providing the required Services. The subcontractor’s responsibilities under the Proposal, the subcontractor’s form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the Proposal.

**2.3.5 Contract for Services**

*Appendix A.2* of this RFP is the base contract 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 nonnegotiable.

**2.3.6 Assumptions**

List any assumptions made by the Respondent, using the form provided in Appendix D in developing the response to this RFP, including INPRS responsibilities.

## 2.4 Fee Proposal

Please provide detail on your proposed fees using the form in Appendix C. Fees must be submitted in U.S. dollars. The Services detailed in SECTION 3 – SCOPE OF SERVICES of this RFP are the basis for the proposed fees. The proposed fee shall include all costs for providing the required services to INPRS as described in *Section 3*. In addition, INPRS is requesting additional unit rates for optional or infrequent services and additional hourly support of larger projects. The fees shall be guaranteed through the contract term.

Please include basic assumptions that your fee structure was based upon using the form provided in Appendix D. Payment of fees shall be in arrears.

Creativity in alternative pricing is encouraged to align with the creativity of the proposed solution. Any alternative pricing formats should be in addition to the required pricing in the Appendix C format.

**FAILURE TO SUBMIT A DETAILED FEE PROPOSAL IN THE FORMAT PROVIDED IN APPENDIX C WILL ELIMINATE A RESPONDENT’S ORGANIZATION FROM CONSIDERATION.**

# Section 3 – Scope of Services

This section defines the Scope of Services desired for this Software Quality Assurance Managed Services initiative, including the service environment, service descriptions with roles and responsibilities, service level request (SLRs) and desired reporting needs of INPRS.

## 3.1 Response Instructions

The Scope of Services are defined and detailed in the following fashion (including RFP section reference):

Required Services

3.4.1 – Application Requirements and Design

3.4.2 – Test Preparation and Test Data Management

3.4.3 – Test Execution

3.4.4 – System and Integration Testing

3.4.5 – Regression/Parallel Testing

3.4.6 – User Acceptance Testing

3.4.7 – Quality Assurance

3.4.8 – Account Management

Optional/Periodic Services

3.4.9 – Performance, Load, and Stress Testing

3.4.10 – Data Migration Testing

Required Services are required for all Services, including the Base Fees, Monthly Releases, and Large Testing Projects. The Optional/Periodic Services may be requested in addition to the Required Services. The capabilities to provide the Optional/Periodic Services should be built into the price for Required Services, so the only fees for the Optional/Periodic Services will be the hourly rates described in Appendix C.

**NOTE:** INPRS welcomes creative and innovative solutions in all aspects of this RFP, including locating service provider staff off-site (within the United States) and/or a mixed environment, provided that the stated services, service levels, and performance can meet/exceed expectations. INPRS is open to new models of sourcing. While we require a response as requested in the format directed, new ways of doing business will be considered in addition to the standard response. We encourage creative solutions.

Service providers should demonstrate their understanding and experience with ALL stated goals, critical success factors, services, service levels and performance measurements of this RFP. In your response, please reference specific RFP section numbers or paragraphs that your solution addresses to aid in evaluation. Additionally, we encourage your responses to address each of the following components:

* Understanding, acceptance, and role your organization would play in the goals and critical success factors stated in this RFP.
* Estimated INPRS resources that service provider assumes are required for your specific proposal/solution, both in number and skill sets required or expected.
* The repeatable methodology, approach and/or process used to implement the services requested, including scheduled reporting requirements and tools employed.
* Any exceptions to the stated requirements and content of this RFP. A brief explanation of the exception and why.

In addition to responding directly to the requests in this RFP, service providers are encouraged to propose alternatives that they feel are in the best interest of both parties, which may improve INPRS technology environment, e.g., providing services from remote locations, alternative methods, toolsets, etc. Please be sure to clearly identify any alternative approach that is not included in the proposed pricing.

## 3.2 Software Quality Assurance Managed Services Goals and Critical Success Factors

The following are INPRS’ primary goals that are expected in Software Quality Assurance Managed Services:

* **Continued SQA Success** –Should include nearly 100% accuracy of identifying any software bugs prior to Production deployment as well as identifying those bugs in Systems Integration Testing prior to User Acceptance Testing.
* **Improved SQA technologies** – Should provide for enhanced tools in the areas of test management, test execution and logging, testing automation, system performance, reporting and monitoring.
* **Automation** – Managed services solution should include using state of the art automation of repetitive tasks such as regression testing to drive operating efficiencies and performance improvements. INPRS expects the Service Provider to incorporate automation at usage rates found in best practices for SQA automation. Additionally, INPRS intends to utilize a DevOps approach for software delivery where code is built, scanned for security vulnerabilities and regression tested before deployment to an environment for further manual testing.
* **Experienced software quality assurance resources** – potential future options should provide experienced resources that have relevant software testing knowledge and provide significant input and innovations into the testing process.
* **Leverage industry expertise** – potential future options should provide for a significant level of industry expertise. This expertise could include proprietary tools, resource training processes, shared services centers of excellence, software quality assurance leading practices, and knowledge databases.
* **Minimize transition risk** – potential future options should reduce as much as possible any risk of transition to the new service delivery model. This includes the loss of institutional knowledge, specific system knowledge, and the loss of key resources. However, INPRS maintains the option to release certain incumbent resources from non-compete clauses which could permit submitter to employ them.
* **Continuity of Services –** Incumbent has agreed to provide transition training

## 3.3 Current Environment

The overall goal for the in-scope managed services environment is to provide high quality SQA services along with technology offerings that position INPRS for a more automated, efficient and effective SQA environment. INPRS is looking for service providers that are innovative in recommending how these services will be provided.

### 3.3.1 Current Business Environment

INPRS administers and manage the following plans:

*Defined Benefit DB Fund*

* Public Employees’ Defined Benefit Account (PERF DB)
* Teachers’ Pre-1996 Defined Benefit Account (TRF Pre-’96 DB)
* Teachers’ 1996 Defined Benefit Account (TRF ’96 DB)
* 1977 Police Officers’ and Firefighters’ Retirement Fund (’77 Fund)
* Judges’ Retirement System (JRS)
* Excise, Gaming and Conservation Officers’ Retirement Fund (EG&C)
* Prosecuting Attorneys’ Retirement Fund (PARF)
* Legislators’ Defined Benefit Fund (LE DB)

*Defined Contribution DC Fund*

* Public Employees’ Defined Contribution Account (PERF DC)
* My Choice: Retirement Savings Plan for Public Employees (PERF MC DC)
* Teachers’ Defined Contribution Account (TRF DC)
* My Choice: Retirement Savings Plan for Teachers (TRF MC DC)
* Legislators’ Defined Contribution Fund (LE DC)

*Other Postemployment Benefit / OPEB Fund*

* Special Death Benefit Fund (SDBF)
* Retirement Medical Benefits Account Plan (RMBA)

*Custodial Fund*

* Local Public Safety Pension Relief Fund (LPSPR)

The following are approximate statistics:

* 200 internal INPRS staff users of the INPAS application
* 466,000 Members – total consisting of active, inactive, and retired
* 130,000 Pension Payments processed monthly
* 1,200 Employers Reporting to INPRS via ERM Web Application

### 3.3.2 Current Technical Environment

INPRS systems are integrated through Web services, batch processing, and database calls in which all systems communicate and currently include the following technologies and entities:

* *INPAS* consists of a standalone instance of the PeopleSoft Pension Administration module. It is not integrated with the full HR or other PeopleSoft modules. Instead, the demographic, payroll, and job data are communicated to PeopleSoft Pension through the ERM system. In order to use the Pension Administration processes, certain underlying tables of the Human Capital Management (HCM) Suite including, but not limited to HR, Base Benefits and eBenefits, are necessary and populated. The following summarizes components of the INPRS PeopleSoft Pensions implementation:
  + Minor customizations to core COBOL codebase
  + Approximately 100 noncore COBOL customizations
  + 51 PeopleSoft Pension Worklists
  + 29 PeopleSoft Checklist with a total of 479 checklists items
  + PeopleSoft Delivered Reports and Customized Reports

|  |  |
| --- | --- |
| XMLP Template | 74 |
| XMLP Report | 63 |
| XMLP File | 164 |
| XMLP Data Src | 37 |
| SQR | 61 |

* *ERM* is a custom developed wages and contributions collections system. All employers who report contributions to one of the INPRS Funds are required to report these contributions electronically. ERM was developed to serve as the tool for reporting these contributions to INPRS and to help make employers’ interactions with INPRS less complex and more efficient. The ERM application allows employers to maintain employer-related information, enroll new members, maintain member information, and submit wage and contribution data for each member, all in one location.
* *EBS* is INPRS’ financial management application powered by the Oracle E-Business Suite. INPRS utilizes EBS to perform the financial management functions for the organization (e.g., accounts payable, accounts receivable, budgeting, forecasting, cash management, loan processing, etc.).
* BPM is a business process management automation platform running in the Oracle Business Process Management environment. It helps map processes to identify and define workflow management.  INPRS currently has 3 primary BPM applications; Death Tracker – a workflow management application that manages the process of members who have died through a set of managed milestones.  Retirement Auto-Ingestion – a process of receiving retirement applications from a 3rd party and creating a manages instance workflow for the automation of member retirements.  Retirement Automation – an application that automates the workflow steps to retire a member and set up the monthly retirement payment. INPRS anticipates increased use of this platform.
* *DC Recordkeeping: Voya* is contractually responsible for providing Defined Contribution (DC) Recordkeeping Services to INPRS. This includes Voya ownership of INPRS’ DC accounts, including transaction processing, daily valuations, and additional allocation options, as well as INPRS’ pension payroll and processing functions for defined benefits (DB). State Street Corporation is a Voya sub-contractor that provides disbursement services to INPRS members. (e.g., loans, disbursements, calculating and payment of withholding taxes, 1099 form processing, etc.).
* *Member Self Service:* Member Self Service works in conjunction with the INPRS/Voya Web portal to provide self-service functionality for INPRS members. This functionality includes accessing demographic data, performing benefit calculations, initiating retirement via the Retirement Application Center (RAC), and calculating the cost of service purchases.
* *Imaging:* PeopleSoft Pension exchanges information with the defined imaging application utilizing IBM FileNet P8. Images related to benefit forms and other member transactions are stored in this imaging system.
* *IRP*: INPRS utilizes the Looker platform which pulls data from different INPRS applications, currently including ERM, EBS, INPAS, and BPM, to generate reports for delivery through the INPRS Reporting Portal (IRP). Data from Voya processing is also presented via the IRP. Looker is the platform used as the Business Intelligence solution.

The following is a diagram of the INPRS application environment for reference:



The following summarizes the current basic application environment:

* Client Operating system is Windows 10 Enterprise
* Windows 2016
* Oracle Linux v7.8
* Database is Oracle 11g
* Database connection is SQL Developer
* Programming languages is Java using ADF framework
* Software development environment is Oracle People Tools
* E-mail platform is MS Outlook Office 365

### 3.3.3 Current Quality Assurance Environment

The incumbent has been the SQA vendor to INPRS for more than 5 years. The incumbent assumed SQA Leadership during the successful INPRS Modernization program and has continued to support INPRS on all initiatives requiring SQA services. They have been responsible for the following functions:

* Functional testing based on submitted requirements
* Participation in requirements review
* System integration testing
* Regression testing
* Acceptance and usability testing
* Test planning
* Generating test scripts
* Administration of user acceptance testing
* Performance Testing (as needed)
* Database scripts testing used to address data and database related issues.

**Test Automation Tools:**

* Micro Focus UFT: Unified Functional Testing
* Selenium

Monthly smoke test and EBS patches are executed through UFT.

ERM Validations scripts are run through Selenium and are integrated with Jenkins for test automation.

For reference, the current inventory for UAT automated scripts is:

**Application**        **# of Scripts**

ERM                       196

EBS                          88

INPAS                   151

For reference, the current inventory of Selenium automated scripts is:

**Application**        **# of Scripts**

ERM /Validations     100

**HP-ALM (Application Lifecycle Management):**

* Test scripts written and executed in HP-ALM
* Defects tracked in HP-ALM on monthly release and projects

**JIRA Atlassian**:

* Used for Agile projects.
* User stories and defects associated with each Sprint are tracked in JIRA.

**Service Now:**

* Service Now is the ticketing tool that manages and catalogs customer service requests and tracks all tickets and used for Release management.

**SDLC (System Development Life Cycle)**

* Waterfall Methodology

The majority of monthly releases and projects follow Waterfall methodology

* Agile Methodology

Retirement Automation project and SOA/BPM applications follow Agile Methodology.

INPRS has primarily retained the following functions:

* Security testing (penetration testing)
* End-user participation in user acceptance testing

The most recent change ticket volume by system are below:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **July19 - June 20** | **ERM** | **INPAS** | **IRP** | **SOA** | **FileNet** | **EBS** | **PI** |
| July | 10 | 6 | 0 | 4 | 2 | 0 | 0 |
| August | 12 | 4 | 3 | 0 | 0 | 0 | 0 |
| September | 8 | 5 | 0 | 1 | 1 | 1 | 1 |
| October | 10 | 4 | 0 | 1 | 0 | 0 | 0 |
| November | 5 | 1 | 0 | 1 | 1 | 1 | 2 |
| December | 3 | 2 | 0 | 0 | 0 | 0 | 0 |
| January | 4 | 2 | 0 | 0 | 0 | 1 | 0 |
| February | 0 | 3 | 1 | 4 | 0 | 0 | 0 |
| March | 1 | 4 | 4 | 1 | 0 | 0 | 0 |
| April | 5 | 0 | 2 | 0 | 1 | 1 | 0 |
| May | 6 | 4 | 5 | 1 | 2 | 1 | 0 |
| June | 4 | 2 | 0 | 1 | 0 | 1 | 0 |

The current SQA team participates in various Requirement and Design sessions in order to provide a more robust testing strategy earlier in the process. INPRS sees this participation as critical to the success of the SQA function within its organization.

Timeliness is a critical factor within the INPRS SQA team. The team typically achieves 100% timeliness on ERM/INPAS/BPM/EBS/IRP builds. In addition, a strong focus exists on identifying issues early in testing cycles. Any UAT and Production failure is documented by reason and reviewed

Software Quality Assurance Organization

The SQA vendor quality analysts should receive direction from the SQA vendor on site manager. The SQA vendor on site manager has a dotted line relationship to the INPRS IT Quality Assurance Manager. The INPRS IT Quality Assurance Manager reports to the INPRS IT Director – Solution Delivery.

## 3.4 Scope Matrix

**Response Instructions**

This Scope Matrix contains specific Scope Requirements that define performance requirements of the RFP. While the Scope Matrix represents requirements, it is written from a “what” versus a “how” perspective to allow service providers the flexibility to deliver the service as efficiently as possible. The Scope Matrix, by design, does not include all tasks, deliverables, and accountabilities necessary for the Software Quality Assurance Managed Services initiative. Rather, it is intended to serve as the foundation that provides guidelines for INPRS and the service provider’s roles and responsibilities. It is expected that the Scope Matrix will evolve based on the service provider’s solution proposed and will be accepted before being incorporated into the final agreement for Services.

The service provider will respond as follows:

1. The service provider must provide a narrative response that describes the service provider’s service delivery model or approach for the services referred to as the service provider proposed approachin accordance with the response instructions provided in section 2.3.2 of this RFP main body document. If a service provider cannot or will not deliver a specific service function as part of their proposed solution, please indicate that the function is not included and the reasons why within the proposed approach.
2. In the Scope Matrices under the **Responsibility** column are the following three possible designations:

|  |  |
| --- | --- |
| **Responsible Party** | |
| **Designation** | **Content and Expected Response** |
| **Service Provider (SP)** | **INPRS has identified this as an Activity that should be performed by the service provider.**  In each cell marked with an X, if the service provider agrees with the comment and responsibility as written than the service provider should insert an “Agreed” in the Comment field. Other comments should be provided only when needed to clarify the responsibility designation or to indicate the rationale for why the service provider will not be fully responsible for the Activity (i.e., the Designation is changed to either INPRS or Joint). Excessive use of the comment field to alter the requested responsibility/Activity or to limit/restrict the acceptance of responsibility will be viewed unfavorably. |
| **Checks in both Boxes**  (Prior to contract execution, all joint tasks will be eliminated or re-written into multiple statements with either INPRS or SP specified.) | **INPRS will share responsibility with the service provider for the Activity**.  Service provider should leave this designation as Joint if they agree that it is a shared responsibility. Service providers must consider its responsibilities in their pricing and response narratives. If service provider does not feel that it is a shared responsibility, they should enter the appropriate designation (by **striking through** the original text (~~X~~) and adding their proposed response (i.e., please DO NOT simply delete the original text and replace it with your response)) and indicating their reasons for changing the designation in the Comments column. |
| **INPRS** | **INPRS will retain responsibility for the Activity.**  Service provider should not change this designation. Service provider can include information in the Comments column if they feel that they can provide or support the Activity under their service delivery model. |

1. The **Comments** column is intended to provide clarifying remarks where necessary. The service provider should enter comments only where it is important to clarify a proposed position or to provide rationale for proposing a responsibility that is different than shown in the scope matrix. In the event comments are provided, the explanations should be brief. Detailed explanations should be provided in the **Service Provider Services Solution** response document noted in Step 1 above.

| **Ref ID** | **Principal Activities** | **Responsibility** | | **SP Comments** |
| --- | --- | --- | --- | --- |
| **SP** | **INPRS** |
| **Required Services** | | | | |
| **Test 3.4.1** | **Application Requirements and Design** |  |  |  |
| Test 3.4.1.1 | Participate in application requirements and design sessions. | X |  |  |
| Test 3.4.1.2 | Provide a three-month rolling forecast for IT Portfolio Application Development projects. |  | X |  |
| Test 3.4.1.3 | Approve Functional requirements to make sure requirements are testable and for Test planning | **X** |  |  |
| **Test 3.4.2** | **Test Preparation and Test Data Management** |  |  |  |
| Test 3.4.2.1 | Provide overall INPRS testing strategy and architecture including standardization and INPRS education. |  | X |  |
| Test 3.4.2.2 | Provision and furnish test environments which consists of hardware, software, and applications including build deploy capabilities. |  | X |  |
| Test 3.4.2.3 | Support the operation and maintenance of approved testing tools. | X |  |  |
| Test 3.4.2.4 | Prepare test data for all combinations to be tested. | X | X |  |
| Test 3.4.2.5 | Identify the test cases/scripts for which an automated script can be created, if applicable. | X |  |  |
| Test 3.4.2.6 | Plan for automating the test cases, where applicable. | X | X |  |
| Test 3.4.2.7 | Create a requirements traceability matrix for all testing. | X |  |  |
| Test 3.4.2.8 | Confirm that the test scripting follows the approach and test categories that have been identified in the project test plan. | X |  |  |
| Test 3.4.2.9 | Create dry run test cases/scripts to verify that they execute properly. | X |  |  |
| Test 3.4.2.10 | Provide final test plans/scripts/data. | X |  |  |
| Test 3.4.2.11 | Review/approve test plans/scripts. |  | X |  |
| Test 3.4.2.12 | Manage and provide test data appropriate to conduct Software Quality Assurance. | X |  |  |
| **Test 3.4.3** | **Test Execution** |  |  |  |
| Test 3.4.3.1 | Retest failed test cases/scripts or modified scripts for testing the defect/deviation correction, if applicable. | X |  |  |
| Test 3.4.3.2 | Record, track, and report all defects/deviations, as well as resolve script and tester defects. | X |  |  |
| Test 3.4.3.3 | Respond to service provider requests for specific information within the time frames agreed upon with respect to the business requirements, functional requirements and design documents for purposes of modifying test scripts for testing the defect/deviation correction as applicable. |  | X |  |
| Test 3.4.3.4 | Review the executed test scripts. | X |  |  |
| Test 3.4.3.5 | Review the executed test scripts by the agreed appropriate project team members. |  | X |  |
| Test 3.4.3.6 | Provide test results in an agreed-upon format that meets the standards and criteria specified by INPRS. | X |  |  |
| Test 3.4.3.7 | Provide final executed test scripts in a format that meets the standards specified by INPRS. | X |  |  |
| Test 3.4.3.8 | Review and/or approve the test results based on criteria defined in the INPRS Standards for executed test scripts. |  | X |  |
| Test 3.4.3.9 | Provide test summary report, including scanned copies of executed test scripts, consisting of screen prints and reports, in a format acceptable to INPRS. | X |  |  |
| Test 3.4.3.10 | Document and provide recommendations for the system, i.e., observations of system usability, suggested enhancements, and performance improvement. | X |  |  |
| Test 3.4.3.11 | Review recommendations. |  | X |  |
| **Test 3.4.4** | **System and Integration Testing** |  |  |  |
| Test 3.4.4.1 | Provide test plans, test cases, and test scripts for integration testing. | X |  |  |
| Test 3.4.4.2 | Review and approve testing documentation. |  | X |  |
| Test 3.4.4.3 | Set up and document all test data as described in the test scripts. | X |  |  |
| Test 3.4.4.4 | Document steps for which integration of each component shall occur in the project’s test plan. | X |  |  |
| Test 3.4.4.5 | Assemble into functional subsystem and system components which have been individually tested in accordance with the project’s quality assurance and configuration management plans. |  | X |  |
| Test 3.4.4.6 | Verify activities consisting of installation of components into the environment where they shall reside when assembled into an application and that installation procedures work. |  | X |  |
| Test 3.4.4.7 | Perform integration testing iteratively with increasingly larger and more complex combinations of components. | X |  |  |
| Test 3.4.4.8 | If multiple systems are involved, perform integration testing with other systems that interface with the current system, consisting of data feeds, where applicable and specified in a project test plan. | X |  |  |
| Test 3.4.4.9 | Use data that simulates production data while anonymizing personally identifiable information (where possible), in integration testing to provide consistency between specifications and the desired business process. | X |  |  |
| Test 3.4.4.10 | Document all test results, as well as any deviations that have been discovered. | X |  |  |
| Test 3.4.3.11 | Provide test plans, test cases, and test scripts for system testing. | X |  |  |
| Test 3.4.4.12 | Review and approve all testing documentation. |  | X |  |
| Test 3.4.4.13 | Document and set up all test data as described in the test scripts. | X |  |  |
| Test 3.4.4.14 | Verify that all functions detailed in the specifications are carried out correctly. | X |  |  |
| Test 3.4.4.15 | Verify that screen design (when needed) has been implemented per specifications | X |  |  |
| Test 3.4.4.16 | Verify that all business rules have been implemented according to specification. | X |  |  |
| Test 3.4.4.17 | Verify the end-to-end process to work to confirm that fully integrated features behave according to specification. | X |  |  |
| Test 3.4.4.18 | Verify that every logical path through the system or program is implemented and functions as designed per approved test plan. | X |  |  |
| Test 3.4.4.19 | Perform negative testing/ regression testing  Example: The fix relates only to PERF, the fund regression test needs to be performed on other funds such as TRF, etc. | X |  |  |
| Test 3.4.4.20 | Use real production data, when possible, in systems testing to confirm consistency between specifications. | X |  |  |
| Test 3.4.4.21 | Document all test results, as well as any deviations that have been discovered, in a format acceptable to INPRS. | X |  |  |
| **Test 3.4.5** | **Regression/Parallel Testing** |  |  |  |
| Test 3.4.5.1 | Identify agreed appropriate test scripts to execute for regression testing based on impact analysis. |  | X |  |
| Test 3.4.5.2 | Provide test plans, test cases, and test scripts for regression testing. | X |  |  |
| Test 3.4.5.3 | Review and approve all testing documentation. |  | X |  |
| Test 3.4.5.4 | Automate test scripts where applicable. | X | X |  |
| Test 3.4.5.5 | Run automated testing scripts identified each time we receive a new build and complete regression suite at the end of testing phase before promoting the code to Production. | X |  |  |
| Test 3.4.5.6 | Document all test results, as well as any deviations that have been discovered in a format acceptable to INPRS. | X |  |  |
| **Test 3.4.6** | **User Acceptance Testing** |  |  |  |
| Test 3.4.6.1 | Provide test plans, test cases, and test scripts for user acceptance testing. |  | X |  |
| Test 3.4.6.2 | Review and approve all testing documentation. |  | X |  |
| Test 3.4.6.3 | Create any test data required by INPRS to perform User Acceptance Testing (UAT). | X |  |  |
| Test 3.4.6.4 | Author UAT scripts, as required. |  | X |  |
| Test 3.4.6.5 | Assist the business/INPRS in test scripting for UAT, as required. | X |  |  |
| Test 3.4.6.6 | Support the business while they are performing UAT. | X | X |  |
| Test 3.4.6.7 | Create defects for UAT issues |  | X |  |
| Test 3.4.6.8 | Analyze UAT issues | **X** |  |  |
| Test 3.4.6.9 | Execute UAT scripts. |  | X |  |
| Test 3.4.6.10 | Document all test results, including any deviations that have been discovered in UAT. | X |  |  |
| **Test 3.4.7** | **Quality Assurance** |  |  |  |
| Test 3.4.7.1 | Help facilitate continuous, proactive improvement of products and processes. | X |  |  |
| Test 3.4.7.2 | Build quality into the process by following a standard project management framework, system development and validation lifecycles, as well as standard operating procedures (SOPs). | X | X |  |
| Test 3.4.7.3 | Conduct quality assurance testing on production releases of in-scope applications packages and standard images. | X | X |  |
| Test 3.4.7.4 | Update appropriate SOPs in the Policy and Procedures Manual to reflect roles and responsibilities transitioned to service provider and any changes thereto. |  | X |  |
| Test 3.4.7.5 | As appropriate SOPs changes, be responsible for additional training requirements, including INPRS. | X | X |  |
| Test 3.4.7.6 | Review recommended changes to processes and, if INPRS determines appropriate, approve. |  | X |  |
| Test 3.4.7.7 | Work with service provider to enable service provider to update SOPs to reflect roles and responsibilities that have transitioned to service provider and any changes thereto. |  | X |  |
| Test 3.4.7.8 | Provide access to INPRS online training system for applicable regulatory and compliance training courses. |  | X |  |
| Test 3.4.7.9 | Complete State of Indiana and/or INPRS required training courses for applicable regulatory and compliance needs. | X |  |  |
| Test 3.4.7.10 | Onboard SQA Resource training and training plan | X |  |  |
| Test 3.4.7.11 | As SOPs change, work with service provider to identify additional training requirements. |  | X |  |
| **Test 3.4.8** | **Account Management** |  |  |  |
| Test 3.4.8.1 | Develop and document account management/reporting requirements and policies. | X |  |  |
| Test 3.4.8.2 | Develop and document account management reporting procedures. | X |  |  |
| Test 3.4.8.3 | Develop and document criteria and formats for administrative, service activity and service level reporting. | X |  |  |
| Test 3.4.8.4 | Develop and implement customer satisfaction program for tracking the quality of service delivery to INPRS. Coordinate program with other service providers (if necessary). | X |  |  |
| Test 3.4.8.5 | Approve account management reporting procedures. |  | X |  |
| Test 3.4.8.6 | Measure, analyze, and report system and service performance relative to requirements. | X |  |  |
| Test 3.4.8.7 | Prepare performance and other service level reports and provide as scheduled. | X |  |  |
| Test 3.4.8.8 | Prepare and provide activities reports and others as defined. | X |  |  |
| Test 3.4.8.9 | Prepare reports on statistics, root cause analysis and trends as requested. | X |  |  |
| Test 3.4.8.10 | Develop plans and procedures to ensure financial transparency in operations. | X |  |  |
| Test 3.4.8.11 | Provide any/all information required to satisfy audit requirements. | X |  |  |
| Test 3.4.8.12 | Produce monthly scorecard from data within the service provider tools. | X |  |  |
| Test 3.4.8.13 | Capture data required to support SLAs and operational metrics. | X |  |  |
| Test 3.4.8.14 | Submit all required performance reports as defined by the MSA and supporting schedules. | X |  |  |
| Test 3.4.8.15 | Implement a continuous improvement program. | X |  |  |
| Test 3.4.8.16 | Report on identified performance improvements. | X |  |  |
| Test 3.4.8.17 | Identify and recommend to INPRS opportunities to reduce costs. | X |  |  |
| Test 3.4.8.18 | Participate in management planning processes. | X |  |  |
| **Optional Services** | | | | |
| **Test 3.9.1** | **Performance Testing (Load/Stress)** |  |  |  |
| Test 3.4.9.1 | Provide performance testing requirements for new systems or major overhauls to existing systems. |  | X |  |
| Test 3.4.9.2 | Provide test plans, test cases, and test scripts for performance testing. | X |  |  |
| Test 3.4.9.3 | Review and approve testing documentation. |  | X |  |
| Test 3.4.9.4 | Compile realistic test data to simulate increased load/volume. | X |  |  |
| Test 3.4.9.5 | Simulate increased number of users to support stress testing. | X |  |  |
| Test 3.4.9.6 | Test various sites/locations and supporting networks as specified by INPRS, including applications to be implemented at multiple sites/locations. | X |  |  |
| Test 3.4.9.7 | Confirm testing at all applicable sites/locations. | X |  |  |
| Test 3.4.9.8 | Automate test scripts where applicable. | X |  |  |
| Test 3.4.9.9 | Provide and document click streams for test scripts. | X |  |  |
| Test 3.4.9.10 | Provide detailed reports and metrics regarding performance outcomes to see where the system or program is both performing well and performing poorly. | X |  |  |
| Test 3.4.9.11 | Perform system tuning according to results of performance testing. |  | X |  |
| Test 3.4.9.12 | Document all test results, as well as any deviations that have been discovered in a format acceptable to INPRS. | X |  |  |
| **Test 3.4.10** | **Data Migration Testing** |  |  |  |
| Test 3.4.10.1 | Provide test plans, test cases, and test scripts for data migration testing. | X |  |  |
| Test 3.4.10.2 | Review and approve testing documentation. |  | X |  |
| Test 3.4.10.3 | Verify that existing data still behaves as expected and is unaffected by system/application changes. | X |  |  |
| Test 3.4.10.4 | Verify that database fields are updated with the correct data according to business rules. | X |  |  |
| Test 3.4.10.5 | Verify that data is written to the correct fields in the correct tables. | X |  |  |
| Test 3.4.10.6 | Verify that data is read from the correct tables and correct fields. | X |  |  |
| Test 3.4.10.7 | Verify that data has been correctly migrated from old tables to new tables where agreed necessary. | X |  |  |
| Test 3.4.10.8 | Verify all scheduled jobs to help confirm that they are running per the specifications. | X |  |  |
| Test 3.4.10.9 | Verify that data is formatted correctly as per the specifications. | X |  |  |
| Test 3.4.10.10 | Perform data migration qualification. | X |  |  |
| Test 3.4.10.11 | Perform data migration dry run. | X |  |  |
| Test 3.4.10.12 | Document all test results, as well as any deviations that have been discovered in a format acceptable to INPRS. | X |  |  |
| Test 3.4.10.13 | Provide test script, defect management, automation and other appropriate SQA tools that are consistent with INPRS technology stack. | X |  |  |

## 3.5 Service provider questions and required information

Please provide answers to the following questions and supporting information in your proposal.

### 3.5.1 Specific service provider questions: Transition

1. Provide a description of the service provider transition methodology and philosophy, including aspects of risk mitigation.
2. Provide your organization’s transition plan. The transition plan should include sections that identify the tasks, projected time frames for the tasks, milestones, roles and responsibilities for INPRS and service provider personnel, and any major task dependencies.
3. Describe the transition approach for INPRS, including elements such as phases, timeline, service changes required to adapt to the new managed service model, communication approach, knowledge capture/transfer, readiness testing, and acceptance procedures.
4. Describe your organization’s approach with transition to another service provider or back in-house at the end of the contract. What happens with tools and processes?
5. Describe in detail your organization’s experience in managing transitions involving similar IT environments and scope to INPRS.
6. Describe the anticipated impact that the transition will have on normal INPRS business operations. Identify the anticipated disruption that transition tasks will have on INPRS’s normal work environment and how your organization will minimize and manage any disruption.
7. What are the transition roles and responsibilities (including expectations of involvement and commitment of INPRS resources)?
8. What is the service provider’s suggested approach for transition governance?
9. Provide a plan for communicating to the customer base during the transition.
10. Describe the metrics that will be used to identify the establishment of a post transition stable state.

### 3.5.2 Specific service provider questions: Steady State

1. Describe the overall approach to providing the services and the value provided by service provider.
2. Provide examples of where you previously implemented SQA as a managed service. What metrics are used? What templates? What tools? What organizational structure?
3. What is your experience with providing SQA for retirement planning applications? What is your experience providing SQA for Oracle E-Business Suite, PeopleSoft Pension Administration module, and BPM?
4. What is your experience with providing SQA for state agencies, departments and state related organizations?
5. What are the critical success criteria for setting up SQA as a managed service?
6. Disclose any issues or concerns with the scope of services as described herein.
7. How will licensing be handled for SQA tools? Please list out all the tools that you will provide, including planned usage of the tools, interfaces of the tools and version numbers. How many licenses of each tool will you provide? Who can have access to your tools? What type of access is provided? What happens to the data in the tools at the end of the contract?
8. Describe your plan to make use of service provider intellectual property.
9. Describe how your organization monitors its performance of services. Provide examples of performance metrics, benchmarking techniques, and report content. Explain how performance monitoring is leveraged to promote continuous process improvement.

### 3.5.3 Specific service provider questions: Account Management and Governance

1. Describe the governance process your organization intends to implement for managing its relationship with INPRS.
2. Describe your recommended approach for determining decision rights between the parties. (Who is responsible for relationships with the stakeholders, who sets strategic direction, who prioritizes workload, who sets the governing policies, etc.)
3. Describe the sourcing and selection methodology used by Provider in assigning employees to the INPRS account. Describe the process used by Provider for personnel issues.
4. Identify your proposed Provider Account Executive and Delivery Manager, including resumes and other relevant background for these individuals. Specify how long such individuals have been with Provider. Describe both the individuals’ experience in managed services arrangements and applicable industry experience.
5. Describe your recommendations for initial/ongoing communication with the customer base. Provide examples of newsletters, intranet communications, etc., you have used with clients to help manage change and set service expectations.
6. Propose an approach for aligning financial incentives to reward both organizations for creating a mutually beneficial relationship.
7. Describe resource capacity management approach (example: steady state resource demand versus large project need).

## 3.6 Service Level Request (SLR)

A key objective of INPRS’s decision to source the identified managed services is to maintain effective service levels. Penalties for repeated failures to meet appropriate service levels will be built into the final contract. Section 3.6.1 depicts INPRS starting expectation with respect to the Provider’s commitment to meet and measure certain quantitative or qualitative measures of performance of the Services. The service provider’s failure to meet critical service levels could have an adverse impact on INPRS operations, and appropriate service level credits for each such failure will be expected by INPRS. Critical Service Levels will be defined as part of the Contract.

Each Service Level is structured with a minimum Service Level. The Provider is expected to review the table and insert suggested additional SLAs and using strikethrough on Service Levels it is not willing to utilize.

**NOTE:** INPRS encourages the inclusion of any/all "creative and customer focused" SLRs that the service providers has utilized that contributed to client success; as such, we encourage you to suggest additional or alternative SLRs.

### 3.6.1 Managed Services SLR Details

|  |  |  |  |
| --- | --- | --- | --- |
| Description | Service Measure | Performance Target | Minimum Requirement |
| Monthly releases | Timeliness | Completion of testing of all components of monthly release by scheduled completion date | 98 percent of SIT/UAT completed within agreed-upon time frames. |
| Large testing projects | Timeliness | Completion of large testing projects by scheduled completion date | 98 percent of large testing projects completed within agreed-upon time frames. |
| Off cycle deployments | Timeliness | Completion of off cycle deployment testing by scheduled completion date | 100 percent of SIT/UAT completed for emergency deployments within 24 hours. |
| Overall defect detection rate | Testing Quality | Percent of defects found overall in UAT | 100 percent of all defects found before promotion into production. |
| Initial defect detection rate | Testing Quality | Percent of defects found during system and integration testing | 99 percent of all defects found before UAT testing.  1 to 5 defects found during UAT/Production then 5% reduction in next month’s billing.  If > 5 defects, 10% reduction. |
| Customer Satisfaction | Satisfaction | Rated satisfied or very satisfied at quarterly intervals | 95 percent |
|  | | | |
| Measurement Interval | Monitor continuously, report monthly for all metrics except customer satisfaction, which will be reported quarterly. | | |

| **Key Software Quality Assurance SLRs** | | | |
| --- | --- | --- | --- |
| Description | Service Measure | Performance Target | Minimum Requirement |
| Documentation Turnover | Process Quality | Completion of testing documentation on time | 100 percent of test plans, test scripts and requirements traceability matrix before testing is started and testing confirmation reports and screen shots will be completed within 1 week of testing completion. |
| Inquiry Responsiveness | Timeliness | Response to INPRS requests for specific information within the time frames agreed upon with respect to specific questions about testing results, issues, etc. | 100 percent within 1 business day |
|  | | | |
| Measurement Interval | Monitor continuously, report monthly | | |

### 3.6.2 Standard Managed Services Report Requirements

Minimally, the following standard reports will be required. Others can/will be discussed/requested as needed/required.

|  |  |
| --- | --- |
| **Description** | **Timing** |
| QA status report for all releases with defect information (statistical analysis, counts) | Monthly summary |
| Root Cause Analysis Reports on defects found during UAT/Production that categorizes the issue root cause | Per incident with a monthly summary |

### 3.6.3 Managed Services Reports

1. In addition to the reports listed above, please include a sample of all applicable standard SQA reports for review and consideration.
2. For each SLR, service provider should provide a description of how this SLR would be measured and what tool would be used for data collection.
3. Beyond what you are required to report contractually, please describe your organization’s philosophy/approach to learning from and adapting your services based on reports management and analysis?

# 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 further action, such as 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 respondent. Additionally, INPRS may reject any or all proposals received or to award, without discussions or clarifications, a contract based on proposals received. Therefore, each proposal should contain the Respondent’s best terms from a price and technical standpoint.

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 under this RFP shall be for an initial period of three (3) years, beginning from the date of final execution of contract. There may be up to two (2) one-year renewals under the same terms and conditions at INPRS’ option.

## 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:

* Based on the results of the evaluation, the proposal determined to be most advantageous to INPRS, by considering all evaluation factors, may be selected by INPRS for further action.
* In addition, the evaluation team will consider other factors it believes to be material for this selection.

Proposals will be evaluated based upon the ability of the Respondent to satisfy the requirements in an efficient and cost-effective manner. Specific criteria include:

* Process/Methodology/Tools
* Technical Solution
* Personnel Approach
* Contract Terms
* Impact of Transition (at the beginning and end of the contract)
* Pricing/Business Case
* Provider Qualifications
* Governance Structure
* Fulfilling the requirements set forth in the RFP
* Quality and completeness of responses to this RFP
* Quality of references
* Additional qualifying factors, as determined relevant by INPRS.

INPRS may contact references. INPRS may elect to interview finalists.

## 4.3 Other Government Body Consideration

INPRS seeks to gain potential pricing and resource advantage from a vendor partnership that is available to multiple government entities. Please indicate whether you will extend your prices of awarded products or services to other governmental bodies.

1. Other governmental body means an agency, board, branch bureau, commission, council, department, institution, office or establishment of (a) the judicial branch, (b) the legislative branch, (c) a political subdivision, which includes towns, cities, school corporations and local governments, (d) a state educational institution.
2. INPRS DOES NOT accept any responsibility for purchase orders issued by other governmental bodies.
3. All other governmental bodies must be willing to accept bid items as described in the specifications without any changes once the bid is awarded.

Yes \_\_\_\_\_\_ No \_\_\_\_\_\_

**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

1. **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
  1. **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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20xx (“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 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 of 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 Orders 04-08 and 05-12, dated April 27, 2004 and January 10, 2005, respectively. 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:

* 1. IC §24-4.7 [Telephone Solicitation Of Consumers];
  2. IC §24-5-12 [Telephone Solicitations]; or
  3. 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.

1. 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.

**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.** 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 is 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:

1. 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;
2. 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;
3. 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;
4. 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;
5. 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
6. 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**

To the extent that the Contractor engages any subcontractor, 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 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.

**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:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**

1. 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.

1. 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.
2. 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.
3. 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. Service Level Agreements**. Contractor acknowledges that performance of the Services described herein is integral to the System’s ongoing operations to provide pension benefits and the Contractor agrees to comply with the service level requirements set forth in Attachment C, which is attached hereto and incorporated herein.

**53. 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.

**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**

**ATTACHMENT B**

**Fees**

**ATTACHMENT C  
Service Level Agreement**

# APPENDIX B – W-9 & Foreign Registration Statement Forms

## B.1 Taxpayer Identification Number Request

[**https://www.irs.gov/pub/irs-pdf/fw9.pdf**](https://www.irs.gov/pub/irs-pdf/fw9.pdf)

## B.2 Foreign Registration Statement

[**https://forms.in.gov/Download.aspx?id=13562**](https://forms.in.gov/Download.aspx?id=13562)

# **APPENDIX C - Pricing Form**

Service Provider is required to fill in pricing for all boxes which are not grayed out. INPRS will negotiate with selected provider on a mutually agreed upon pricing structure based on the pricing below.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Base Fees** |  | Annual Cost | | | | |
| **Pricing Unit** | **Transition** | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** |
| Fixed Transition Price |  |  |  |  |  |  |
| Base Fees |  |  |  |  |  |  |
| Additional Fees over Base Fee Assumptions |  |  |  |  |  |  |
| Data fixes |  |  |  |  |  |  |
| Monthly releases |  |  |  |  |  |  |
| Large testing projects |  |  |  |  |  |  |
| **Total Annual Cost** |  |  |  |  |  |  |

Base Fees should be based on the following Assumptions

|  |  |  |
| --- | --- | --- |
| **Pricing Volumes** | **Description** | **Projected Monthly Volume** |
| Fixed Transition Price | Price to transition from current service provider solution to new solution | na |
| Base Fees | Fixed monthly amount to include management, overhead and tools | na |
| Data fixes | Small data fixes. Typically take between 1 hour and 16 hours to complete (average of 3 hours) | 100 |
| Monthly releases | Monthly SQA release for all applications. | 1 |
| Large testing projects | Large multi-month SQA projects. | 150 hours per month |

In addition, Service Provider shall provide the following unit rates for Optional/Periodic services:

|  |  |
| --- | --- |
| Data fixes (cost per fix) |  |
| Monthly/Off Cycle releases (cost per hour) |  |
| Large testing projects (cost per hour) |  |
| Performance testing beyond normally expected testing events (cost per hour) |  |

# **APPENDIX D – Assumptions**

*\* If an assumption is not listed in this table, it is included in the contract price.*

|  |  |  |
| --- | --- | --- |
| **#** | **RFP Reference** | **Assumptions** |
| 1 |  |  |
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# **APPENDIX E - Confirmation Document**

| **#** | **Topic** | **INPRS Position** | **Supplier Confirmation** |
| --- | --- | --- | --- |
| 1 | Term | The initial term is requested as a three year contract, inclusive of transition, with two 1 year extensions which can be executed at INPRS's discretion. |  |
| 2 | Pricing & Productivity | INPRS expects annual pricing productivity that reflects the expected increased personnel productivity. |  |
| 3 | Inflation/COLA | The service provider’s price is to include an inflation or COLA adjustments. There will be no inflation adjustments in the future. |  |
| 4 | Service Levels | Pricing supports all of the requested service levels. |  |
| 5 | Transition Fees | All transition fees are to be fixed bid. |  |
| 6 | Travel Expenses | All necessary travel to support the transition activities and service delivery is to be included in the price. |  |
| 7 | Provider Staffing Forecast | The service provider is to complete this document (Appendix F) to the best of their ability. Not completing will be considered a noncompliant bid. INPRS understands that in some shared service environments, resources may be shared and therefore difficult to provide an exact staffing figure. Best estimates will suffice. It is intended for INPRS to gain comfort in the sizing, location and price of the service provider’s delivery organization. |  |
| 8 | Assumptions | Please ensure that all necessary assumptions related to the price have been documented in Appendix D. Any assumptions not documented will not be considered valid during due diligence. |  |
| 9 | Assumptions | Please use Appendix D to clearly state any services and costs that have not been included in your price, with the exception of identified pass through costs. |  |
| 10 | Assumptions | INPRS will assume that all services in the SOW with an X in the SP column have been included in the price unless noted in the assumptions. |  |
| 11 | Application Development Demand Forecast Model | INPRS will provide to service provider a three-month rolling forecast for application development projects. This three-month rolling forecast will be updated on a monthly basis by INPRS. This forecast will enable Supplier to proactively plan increases, decreases, and changes in staff to meet INPRS's demand. INPRS expects to be able to adjust demand outside of 20 days without constraint. Within 20 days, service provider commits to best efforts in meeting any demand outside of the forecast should the need arise. |  |
| 12 | RFP Requirements | By submitting a proposal, service provider confirms that it understands and agrees to all the requirements specified in the RFP. |  |
| 13 | Good Faith | The service provider confirms it is prepared to enter into discussions and negotiations in good faith with INPRS, and take the appropriate action to conduct such negotiations within the stated time period at INPRS facilities or other facilities designated by INPRS. |  |
| 14 | Negotiation Authority | The service provider should provide the names and positions of persons nominated and granted authority to negotiate on behalf of and to contractually bind its company in the event the service provider is selected for further negotiations with INPRS. |  |
| 15 | Compliance Certification | Service provider should confirm they are in total compliance with the requirements described in section 1.16. |  |
| 16 | Other Government Body Consideration | Service provider should indicate whether or not it will extend its prices to other government bodies. (please reference section 4.3) |  |

# **APPENDIX F - Staffing Forecast Matrix**

Service Provider is required to complete the following matrix based on the proposed solution included in the pricing from Appendix C. Numbers should be the average staffing for the period indicated.

Staffing Matrix

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **FTE Type** | **Location** | **Transition** | **Steady State** | | | | |
| **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** |
| service provider FTE's: Management | *Onsite* |  |  |  |  |  |  |
| service provider FTE's: Senior | *Onsite* |  |  |  |  |  |  |
| service provider FTE's: Junior | *Onsite* |  |  |  |  |  |  |
| service provider FTE's: Management | *Offsite - Indiana* |  |  |  |  |  |  |
| service provider FTE's: Senior | *Offsite - Indiana* |  |  |  |  |  |  |
| service provider FTE's: Junior | *Offsite - Indiana* |  |  |  |  |  |  |
| service provider FTE's: Management | *Offsite - Other US* |  |  |  |  |  |  |
| service provider FTE's: Senior | *Offsite - Other US* |  |  |  |  |  |  |
| service provider FTE's: Junior | *Offsite - Other US* |  |  |  |  |  |  |
| **Total FTE's** |  |  |  |  |  |  |  |

# **APPENDIX G - Intent to Bid Form**

We hereby acknowledge receipt of INPRS RFP No. 20-05 for Software Quality Assurance Managed Services and confirm that:

(\_\_\_\_\_\_) We intend to submit a bid for the requirements of the RFP. We understand that questions concerning this RFP and our final proposal must be submitted by the dates and times indicated in the RFP Schedule provided to us with the RFP package. We understand that INPRS may reject any proposal that does not comply with the RFP instructions.

Please send all information relating to this solicitation to our authorized representative at the following address:

Organization Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Representative’s Name & Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Complete Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(\_\_\_\_\_) We do not intend to submit a bid in response to the RFP.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name and Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date