INDIANA PUBLIC RETIREMENT SYSTEM

REQUEST FOR PROPOSALS ("RFP") for

CONTRACT LIFECYCLE MANAGEMENT (CLM) SYSTEM

RFP NUMBER 26-04

RELEASE DATE: September 8, 2026

DEADLINE FOR INQUIRIES: September 18, 2026 BY 3:00 PM EDT

DEADLINE FOR SUBMISSION: October 16, 2026 BY 3:00 PM EDT

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SECTION 1 – INTRODUCTION

1.1 Title

Request for Proposals ("RFP") for a Contract Lifecycle Management (CLM) System for the Indiana Public Retirement System ("INPRS" or the "System").

1.2 Overview of Request

INPRS is soliciting proposals from all qualified firms who wish to provide a Contract Lifecycle Management (CLM) System.

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 Annual Comprehensive Financial Report may be reviewed at https://www.in.gov/inprs/about-us/financial-reports.

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: https://www.in.gov/inprs/about-us/procurement . 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 emailed to the contact below no later than due dates outlined in *Section 1.16* of this RFP.

Kevin Marshall
Manager of Vendor Management & Procurement
procurements@inprs.in.gov

INPRS reserves the right to judge whether any questions should be answered in writing and INPRS's responses to inquiries will be posted at https://www.in.gov/inprs/about-us/procurement.

If it becomes necessary to revise any part of this RFP or provide additional interpretation of a provision, an addendum will be posted to https://www.in.gov/inprs/about-us/procurement prior to the due date for proposals. If such addendum issuance is necessary, the Manager of Vendor Management & Procurement may extend the due date and time of the proposals to accommodate such additional information requirements, if necessary.

1.7 Invitation to Submit Proposals

All proposals must be **emailed** **no later than October 16, 2026 at 3:00 PM EDT to procurements@inprs.in.gov.** Any proposal received after the due date will not be considered.

1.8 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.

1.9 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

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

1.10 RFP Response Costs

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

1.11 Proposal Life

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

1.12 Taxes

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

1.13 Secretary of State Registration

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

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

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

1.14 Discussion Format

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

1.15 Compliance Certification

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

1.16 Summary of Milestones

The following is the expected timeline for this solicitation:

ACTIVITY	EXPECTED DATE
Release of RFP	**September 8, 2026**
Respondents' Inquiry Period Ends	**September 18, 2026, 3:00 P.M. (EDT)**
Answers to Inquiries Published to https://www.in.gov/inprs/about-us/procurement	**September 25, 2026**
Respondent RFP Submissions Due	**October 16, 2026, 3:00 P.M. (EDT)**
Virtual Finalist Presentations to INPRS Staff	**November 2026**
Selection of Vendor	**December 2026**
Contract Negotiation	**December 2026**
Commencement of Project	**January, 2027**

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 1.7* 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).
- A fee proposal (with the information in *Section 2.4* of this RFP).
- A Form W-9 (Appendix B-1).

2.2 Transmittal Letter

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

2.2.1 Identification of RFP

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

2.2.2 Identification of Respondent

The transmittal letter must identify the following information:

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

2.2.3 Summary of Ability and Desire to Supply the Required Services

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

2.2.4 Signature of Authorized Representative

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

2.2.5 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 1.9* 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 Relevant Experience

See Appendix C Questionnaire.

2.3.3 Organizational Capability

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

i. Personnel
See Appendix C Questionnaire.

ii. Registration to do Business

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

iii. Financial Statements and Quality Assurance Report

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.

2.3.4 Required Questionnaire, Appendix C

Complete the questionnaire, Appendix C.

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. <u>Additionally, if the Respondent wishes to include or change any language in the base contract being submitted, the proposed language should be included in this section in the form of an amendment to the base contract for services</u>. It should be noted that *Appendix A.1* of this RFP includes the essential clauses that are non-negotiable.

2.3.6 Assumptions

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

2.4 Fee Proposal

Please provide details on your proposed fees. Fees must be submitted in U.S. dollars under a fixed price. The Services detailed in SECTION 3 – SCOPE OF SERVICES of this RFP are the basis for the proposed fees. Please refer to Section XIII - PRICING of APPENDIX C – QUESTIONNAIRE for a description of what to include in the fee proposal. The proposed fees shall include all costs for providing services to INPRS as described and shall be guaranteed through the contract term. In no case will the final fee be higher than the fee contained in the proposal. Payment of fees shall be in arrears and tied to agreed upon deliverables.

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

SECTION 3 – SCOPE OF SERVICES

<u>BACKGROUND INFORMATION</u>

INPRS is interested in implementing a CLM system that will replace the mostly manual process described below.

INPRS Current Contracting Process

1) INPRS's functional departments contact Procurements via email with a request to obtain a new service or to amend an existing contract. Procurements works with departmental management to prioritize the requests. For new services, a vendor is selected using one of several procurement methods, including Request for Proposals (RFP) and Request for Quotes (RFQ).

2) Procurements and Legal (with input from departmental SMEs, particularly for the scope of services) draft the contract in Microsoft Word using (in most cases) the **Contract for Services** template or a different template (such as the Investment Management Agreement template). See **Appendix D**. (If the vendor's template is used, INPRS's **Addendum to Vendor Form Contracts** is attached to the vendor contract. See **Appendix E**.) Word versions of contracts are stored on INPRS's network server. *Note: Sometimes INPRS will use a previously executed contract (possibly for a different vendor) as a template.*

3) Procurements emails the contract draft to vendor for redline. Procurements and the vendor exchange emails to create an execution version. INPRS department SMEs are copied on the emails to provide approvals and suggest edits.

4) Prior to contract/amendment being executed, INPRS drafts an **"Authorization Letter"**. See the four examples in **Appendix F**. The Authorization Letter includes a summary of the purpose of the contract, information on the procurement method, contract costs and budget cost center/account information. The draft Authorization Letter is emailed to the appropriate department key contact(s) and CFO for review and edits. The Authorization Letter is for internal use only and is signed by the departmental cost center manager and/or department key contact(s), the CFO, transaction attorney, Procurements manager and Executive Director.

5) Procurements puts the contract document and Authorization Letter into DocuSign. INPRS's Executive Director signs all contracts except for some Investments contracts which may be signed by the Chief Investment Officer. Generally, INPRS signs first and then the vendor countersigns. *Note: Sometimes the vendor wants to sign outside of DocuSign. In this case, after INPRS signs in DocuSign, Procurements will email the PDF of the signed contract to the vendor for countersignature. The vendor countersigns and emails a PDF copy to Procurements. Procurements then inserts the fully executed agreement into the DocuSign envelope and marks the envelope complete.*

6) Procurements uploads the fully executed contract PDF to Conga Contracts, after appending the Authorization Letter to the beginning of the contract. Procurements sets up an "event" in Conga Contract to trigger the sending of 90 days to expiration date emails to remind the departmental manager, legal, and Procurements to prepare for the expiration/renewal of the contract. *Note: INPRS does not use Conga Contracts' contract drafting/workflow capabilities.*

INPRS currently uses Conga Contracts to monitor the upcoming expiration of contracts.

- Conga Contracts produces a weekly report (in PDF and Excel form) of contracts expiring within the next 90 days.
- Procurements copies the data from the 90-day report (Excel) into a contract tracking spreadsheet (Excel, in SharePoint), the "**Contract Tracking Log"** (see example in **Appendix H**).

- On a weekly basis, using the Contract Tracking Log, Procurements and Legal meet to review the upcoming expiration of contracts and monitor progress on the executing of the renewal or termination of each contract. Procurements and Legal insert notes into the Contract Tracking Log to document which INPRS Procurements staff member is leading the contracting effort for the contract, and which department SME is the main contact for the contract and to document progress on executing the contract.
- Procurements and Legal also enter new contracts and amendments to existing contracts into the Contract Tracking Log.

Approximately 5,000 contracts are currently in Conga Contracts.

- About one third of the contracts are original contracts/masters. About two thirds are amendments/addendums.
- About half are active (in effect) and half inactive (expired).

Type of Contracts Executed by INPRS

- **APPENDIX G** provides an overview of some of the types of contracts that INPRS executes.

Other Documents

In addition to contracts, the CLM system will need to store the following vendor documents:

- Certificates of Insurance
- Form W-9s
- SOC Reports

SCOPE OF SERVICES

CLM System Requirements

INPRS would like to implement a CLM system to support the entire contracting process including request for contract, contract drafting /negotiation, contract execution, storage of the executed contract in the contracts repository, and monitoring of upcoming renewals.

The CLM system should:

- Incorporate the use of Microsoft Word including redlining.
- Keep track of the version histories of each document.
- Allow external users (e.g. vendor attorneys) to participate in the contract drafting process.
- Incorporate a messaging function for use during the contract drafting phase. The CLM system should include Outlook email capability or a separate CLM system messaging function.
- Include an ad hoc reporting function for use by INPRS.
- Support the inclusion of and the drafting and signing of the Authorization Letter in the CLM workflow process.

Public Portal for Accessing Executed INPRS Contracts

A 2025 Executive Order of the Governor of Indiana requires State agencies to make executed contracts available on a publicly accessible web portal. INPRS asks respondents to this RFP to propose a solution for providing a publicly accessible web portal for access to INPRS's contracts. INPRS's executed contracts should be available via the portal to anyone at any time, without login credentials. Respondents should indicate in their proposals whether this requirement can be fulfilled either within the proposed CLM system, or by creating an electronic feed from the CLM system to a third-party web portal.

The portal must allow the public to search for contracts using various keywords, such as company name, type of services, contract cost, effective and expiration dates, procurement method, RFP number, etc.

Note that some contract documents will require redaction of confidential information before making accessible on the public portal. Unredacted versions of contracts should be accessible to INPRS staff based on the permission level assigned to the staff member.

Users of the CLM System

The following users will need access to the CLM system:

1) INPRS Procurements, Legal and Investments staff draft agreements and access data and reports from the CLM System.

2) INPRS functional department staff, including Strategic Initiatives, Operations, Legal, Procurements, HR, Executive Staff, Communications, Finance, IT, Internal Audit and Investments.
   - Some department staff will need to access data and reports from the CLM System.
   - Some department staff will need to make edits and insert comments to contract documents during the contract drafting process.
   - Some department staff will need to be able to review and approve contract documents during the contract drafting process.
   - INPRS estimates that somewhere between 25 and 40 INPRS staff members will need access (with various permission levels, including read only and read write) to the CLM System.

3) External Users – Vendor Attorneys will need access to contracts during the drafting process, including the capability to redline contract documents in Microsoft Word.

Implementation

Respondents' proposals should fully describe the phases of implementation. See Section VI of Appendix C – Questionnaire.

Proposed solutions should include the transfer of contracts and data from Conga Contracts to the new CLM system.

SECTION 4 – CONTRACT AWARD

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

INPRS reserves the right to discuss and further clarify proposals with any or all Respondents. Additionally, INPRS may reject any or all proposals received or to award, without discussions or clarifications, a contract on the basis of proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint.

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

4.1 Length of Contract

The term of the contract entered into under this RFP shall be for an initial period of two (2) years, beginning from the date of final execution of contract. There may be one (1) or more renewals under the same terms and conditions at INPRS' option up to the length of the original term. Total contract period shall not exceed ten (10) years.

4.2 Evaluation Criteria

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

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

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

1. Fulfilling the requirements set forth in the RFP
2. Technical knowledge, skills, and other competencies
3. Respondent qualifications
4. Quality and completeness of responses to this RFP
5. Quality of references
6. Experience and track record

7. Price (i.e. detail of fee proposal)
8. Quality of finalist presentation, if selected
9. Additional qualifying factors, as determined relevant by INPRS

All proposals will be reviewed. INPRS reserves the right to award a contract to the firm or firms which, in its sole opinion, will be most advantageous. INPRS is not required and will not be obligated to award this contract to the firm with the lowest cost.

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

APPENDIX A – SAMPLE CONTRACT FOR SERVICES

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

If Respondent wishes to amend any term or change any language in the base contract being submitted, proposed language should be included in the business proposal in the form of an amendment to the base contract. See *paragraph 2.3.5* of this RFP for the applicable section of the business proposal. For each proposed revision, the Respondent should indicate that the change is required by the Respondent in any contract resulting from this RFP and why it is required or indicate that the change is desired (but not required) by the Respondent in any contract resulting from this RFP.

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

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

A.1 Appendix– ESSENTIAL CLAUSES

Essential Clauses in the System's Sample Contract for Services

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

(Section 4) Access to Records
The System will not agree to any provision eliminating this requirement or requiring the System records to be retained for less than applicable law, including Indiana's public records retention schedule.

(Section 7) Audit and Audit Settlement
The System is subject to audits by the Indiana State Board of Accounts. Therefore, the System will not accept any substantive modifications to the language under this Section.

(Section 11) Compliance with Laws
The Indiana Attorney General requires this provision in all State of Indiana contracts. Contractor and its agents must abide by the ethical requirements set forth in Indiana Code, including provisions regarding the telephone solicitation of customers. As the System is subject to the jurisdiction of the State Ethics Commission and State ethics rules, the System will not agree to delete these provisions.

(Section 13) Confidentiality of System Information
Although the System is subject to Indiana's public records laws, many of the System records are confidential public records that cannot be disclosed. In addition, the Indiana Attorney General requires the Social Security disclosure clause in all State of Indiana contracts.

(Section 17) Disputes
The System will not agree in advance to any binding Resolution clauses, except those of the State of Indiana courts; however, the System may agree to alternative dispute Resolution options, should a dispute arise.

(Section 18) Drug-Free Workplace Certification
To ensure compliance with the Governor of Indiana's executive order on drug-free workplaces, these provisions are required in all the System contracts. The System will not accept any modifications of the language under this Section.

(Section 23) Governing Law
The contract must be governed by the laws of the State of Indiana, and suit, if any, must be brought in a state court of jurisdiction in the State of Indiana. As a quasi-governmental agency, the System is protected by the Eleventh Amendment of the United States Constitution, which guarantees that state governments hold sovereign immunity and are immune from federal lawsuits initiated by citizens of another state. The System will not agree to any provision that can be construed as waiving the System's Eleventh Amendment rights.

(Section 25) Indemnification
The System will not agree to any modification that limits Contractor's responsibility to indemnify the System as described in this Section. The Indiana Attorney General has opined that any agreement requiring the System to indemnify Contractor is a violation of the Indiana Constitution and against

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

(Section 34) Nondiscrimination
The Indiana Attorney General requires this provision in all State of Indiana contracts. The System will not agree to limit Contractor's liability under this provision, nor will the System agree to substitute Contractor's discrimination policy for the requirements under this Section.

(Section 51) Investigations and Complaints
As part of the System's fiduciary and due diligence obligations, this is an essential clause in the System's contracts. The System will not accept material changes to this provision.

Additional contract provisions to which the System will not agree:

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

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

Signature: ________________________________

Name/Title: ____________________________________

Company: ____________________________________

Date: ____________________________________

A.2 Appendix - SAMPLE CONTRACT FOR SERVICES

This CONTRACT FOR SERVICES ("Contract") is entered into and effective as of ____________________, 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 26-04)** on September 8, 2026 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 provide a Contract Lifecycle Management (CLM) System;

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 in **Attachment A**, **Scope of Services**, 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**, **Fees**, 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 the termination date of __________ ("Termination Date"). 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 check, including 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. Tax liability check, if applicable, will be initiated by the Indiana Department of Revenue.

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 an FBI criminal history report, including a fingerprint search, of any Contractor or of any vendor, service provider, or subcontractor of Contractor.

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

11. Compliance with Laws.

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

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the System as set forth in IC § 4-2-6, *et seq*., IC § 4-2-7, *et seq*., the regulations promulgated thereunder, and Executive 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 and -7, IC § 35-44.1-1-4, and any other applicable laws.

C. Contractor certifies that it, its agents, affiliates, subsidiaries, and holding companies shall abide by Executive Order 25-64, dated April 21, 2025, and that neither it, nor any of its agents, affiliates, subsidiaries, or holding companies is:

- in a business relationship with a "prohibited person" as defined under either IC § 1-1-15-2 or IC § 1-1-16-6,
- listed in Section 889 of the 2019 National Defense Authorization Act,
- listed in Section 1260H of the 2021 National Defense Authorization Act,
- owned by the government of a country, or controlled by any governing or regulatory body located in a country, on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. 791.4, and/or
- included on or controlled by an entity on the Specially Designated Nationals list maintained by the U.S. Department of Treasury's Office of Foreign Asset Control, available at https://sanctionslist.ofac.treas.gov/Home/SdnList.

D. 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.

E. 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.

F. 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.

G. 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 or awarded by the System.

H. 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.

I. As required by IC § 5-22-3-7:

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

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

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

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

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

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

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

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

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

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

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 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. 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 -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 affect 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:

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

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

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

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

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

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

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

A. The Contractor does not knowingly employ an unauthorized alien, defined under 8 USC § 1324a(h)(3).

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. Any lawsuit between the parties, arising from the Contract, 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 third-party 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. Reserved.

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.

Contractor covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the Contractor's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State 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:

____

____

____

____

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 26-04, (4) Contractor's response to RFP number 26-04, 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 § 34-13-1, and IC § 34-54-8.

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

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

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

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

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

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

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

47. Termination for Default.

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

1. Correct or cure any breach of this Contract;

2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;

3. Make progress so as to endanger performance of this Contract; or

4. Perform any of the other provisions of this Contract.

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

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

[Contractor]

By: ______________________________

Printed Name: ______________________________

Title: ______________________________

Date: ______________________________

INDIANA PUBLIC RETIREMENT SYSTEM

By: ______________________________

Printed Name: Steven R. Russo

Title: Executive Director

Date: ______________________________

ATTACHMENT A
Scope of Services
(*Outlined here in the actual contract)*

ATTACHMENT B
Fees
(*Outlined here in the actual contract)*

APPENDIX B – MANDATORY RESPONDENT FORMS

B.1 Taxpayer Identification Number Request

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

B.2 Foreign Registration Statement

https://forms.in.gov/Download.aspx?id=17073

APPENDIX C – QUESTIONNAIRE

The following questionnaire must be completed and included with the Proposal. The questionnaire has been prepared to obtain responses relative to the Respondent's capability to provide a CLM System.

I. COMPANY INFORMATION

Contact Information:

Company	
Name:	
Address:	
Telephone Number:	
Fax Number:	
Website:	
Primary Contact	
Name:	
Title:	
Telephone Number:	
Email:	

1. Provide a general description of the company, including the following information:
   a) When the company was established
   b) Number of employees
   c) Location of corporate offices
   d) Legal entity that will be contracting to provide the services outlined in the RFP.

2. How long has your company provided a CLM system?

3. How many clients do you currently have using your CLM system? How many are in the public sector? Are any of your CLM clients public pension systems, particularly state public pension systems?

4. 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.

5. Provide the names of personnel who will be responsible for covering the INPRS relationship as well as biographical information highlighting experience and/or responsibilities as it pertains to the CLM system INPRS is seeking.

6. Provide a roadmap for your software research and development during the next three to four years.

7. Provide a release schedule for planned enhancements and new functions to be delivered during the next two years.

8. Briefly describe the top three to five dominant trends in product demand that you perceive are unfolding in your industry.

9. Provide at least 3 client references for whom your company has provided services in the last five years. Clients should be similar to INPRS. For example, number of employees; functional requirements; manual processes replaced with your company's CLM system. If any current CLM clients are public retirement systems (particularly at the State level), please include them as a reference. Include the following:

    a) Client name
    b) Client mailing address
    c) Primary Contact Name
    d) Primary Contact Title
    e) Primary Contact Phone Number and Email Address
    f) Number of Years as a Client
    g) Scope of CLM system provided

II. <u>CLM SYSTEM CAPABILITIES:</u>

1. Please confirm that your CLM system can meet all the requirements provided in Section 3 of this RFP. If some requirements cannot be met, please explain.

2. Please describe how you propose your CLM system can be used to replace and improve upon INPRS's current contract process described in the first part of Section 3 of this RFP. Describe the contracting process using your CLM system including request for contract, contract drafting /negotiation, contract execution, storage of the executed contract in the contracts repository, and monitoring of upcoming renewals. Please provide some screen captures showing how the process will be accomplished using your CLM system.

3. Please describe how your CLM system can support INPRS's use of the Authorization Letter described in Section 3 of the RFP. Four sample Authorization Letters are included in Appendix F.

4. Is your CLM system superior compared to your competitors' systems in supporting any of the specific contract types shown in Appendix G? If so, please explain.

5. INPRS's contracting process for Alternative Investments (for example, Private Equity Investment Funds) contracts described briefly below is more complicated than the typical INPRS contracting process. The documents executed typically include a Limited Partnership Agreement, a Side Letter and a Subscription Agreement. *Note that the sharing of documents and communications between the parties is currently accomplished via email.*

- The general partner of the Private Equity investment fund delegates the drafting of contracts to their outside legal counsel.
- The general partner's outside legal counsel then communicates with INPRS's outside Investments legal counsel on contract drafting.
- INPRS's internal Investments legal counsel communicates with INPRS's outside Investments legal counsel on redlining/drafting the contract documents.
- When the contract documents are finalized, INPRS's internal Investments legal counsel (or other INPRS Investments staff) draft the Authorization letter and puts it into DocuSign with the contract documents for execution by INPRS.
- INPRS Investments staff then sends the signed contract documents to the investment fund's general partner via INPRS's outside Investments legal counsel.
- After the general partner countersigns the contract documents, INPRS receives the fully executed contract via INPRS's outside Investments legal counsel.
- Finally, INPRS Investments staff then email the fully executed contracts to Procurements for uploading to Conga Contracts.

(i) Do any other State-level public retirement systems use your CLM system? If so, do they use your CLM system for Alternative Investments contracts? If you have clients that use your CLM system for Alternative Investments contracts, please describe how your clients use your CLM system to support the Alternative Investments contracting process.

6. Does your CLM system incorporate e-signature workflows or integrate with e-signature software such as DocuSign?

7. Does your CLM system incorporate Microsoft Word?

8. Please describe the messaging capabilities in your CLM system that will replace INPRS's current communications process of contract drafting communications that currently takes place via email and by posting comments in the Word document.

9. Please describe the searching capabilities of your CLM system.

   a) Can a user search for all contracts with contract terms that differ from INPRS's standard terms? For example, INPRS may want to search for all contracts where the standard indemnification terms were changed during contract negotiations.

10. Please describe the reporting capabilities of your CLM system.

11. Please describe your CLM system's dashboard capabilities.

12. Can INPRS users create and define new data fields or can that only be done by your technical support? Can INPRS define the <u>order</u> the fields appear on the screen and define the <u>position</u> the fields appear on the screen? When defining the position of fields on the screen, do the fields have to appear in a row and column arrangement on the screen or can the fields be dragged and dropped to any position on the screen?

13. Can contract information be displayed as a hierarchy on the screen? For example, on the first line, show the information for the original/master contract and under the original contract show one line for each amendment to the original contract.

14. Can INPRS define levels of data, with each level of data appearing on a separate screen? For example, in the previous question, from the screen showing the contract hierarchy, click one of the lines showing the amendment and you are brought to another screen that shows the fields and their contents that relate specifically to that amendment.

15. After a contract has been executed, can some INPRS users be given permission to delete the contract (contract data, Word and PDF documents for the contract and any related amendments) from the CLM System?

16. If an INPRS user accidently deletes a contract and its related data and documents, can an INPRS user "undo" the delete, or would the "undo" have to be done by your technical support? If done by technical support, how long does it take to restore the lost information? (Hours? Days? Weeks?)

17. Can INPRS define calculated fields that receive their value based on the contents of other fields?

18. If in the future INPRS decides to transition from your CLM system to a different vendor's CLM system, can the contracts and Word documents (with a complete history of versions) and all communications (messaging internal to your CLM system and emails) created during the contracting process be easily exported to the new vendor's CLM system? Please describe.

19. INPRS receives public records requests for copies of executed contracts. If portions of the contract are exempt from disclosure under Indiana's Access to Public Records Act (APRA), INPRS redacts the exempt information from the document. Does your CLM system provide any tools to assist in the redaction of information from executed contracts? For a given contract, can the CLM system keep both unredacted and redacted versions of the contract in the repository? Does the CLM system include logic to store the redacted version (not the unredacted version) of a contract on the public portal (if a redacted version exists)? Please describe.

20. Describe how access levels are established for each user. Can INPRS establish access levels on its own or does your technical support need to do it? Is there any limit to the number of data fields that can be used in defining access levels? For example, a user might need read-only access to active Investment Management Agreements that took effect in the past 5 years, active Alternative Investments agreements that took effect in the past 10 years, all INPRS building leases both active and inactive, and all active contracts for software used by Investments personnel.

21. Does your CLM system include a mechanism to collect and maintain Certificates of Insurance, Form W-9s, and SOC reports from vendors? Does your CLM system provide vendor SLA tracking? Please describe.

22. As described under Background Information in Section 3 of the RFP, INPRS currently maintains a spreadsheet to monitor the status of contracts. (The **"Contract Tracking Log"** – see sample in **Appendix H**.) INPRS Procurements and Legal staff update the spreadsheet with information on status of the new contracts, amendments, and renewals in the contracting process.

    Describe the capabilities of your CLM system in monitoring the status of new contracts, amendments, and renewals and explain how your CLM can be used to reduce the effort of INPRS staff by automating the monitoring the process and make available the information currently in the Contract Tracking Log to INPRS staff via dashboards, reporting, etc. Confirm that your CLM system will also allow INPRS staff to manually enter contract status information into the CLM system if necessary.

23. One drawback of INPRS's current manual process is that the filenames of contract documents and names of DocuSign envelopes don't follow any naming conventions, with some users including thorough description information such as vendor name, purpose of contract, amendment number, effective date, etc. in the names, while other users provide little description information in the names, making it difficult to search for documents. Describe the features included in your CLM system that address this problem or suggest other ways that INPRS can address this problem.

24. Describe the CLM system's template capabilities, using both predesigned templates and previously executed contracts (possibly for a different vendor) as templates.

25. Describe the CLM system's clause library capabilities.

26. Does your CLM solution incorporate or use any artificial intelligence (AI)? If so, please answer the following:
    a) What specific functions will the AI perform in the software, and where is AI used vs. rule-based logic?
    b) Which modules, workflows, and outputs (e.g., recommendations, classifications, generation) depend on AI?
    c) Is any "autonomous decision-making" involved, or is it assistive?
    d) Describe in detail the management and controls around the AI components.
    e) Are there consumption charges associated with the AI use above and beyond the CLM software license costs?
    f) How is the model maintained, managed, and monitored for drift, bias, and hallucinations?

27. Does your CLM solution contain, or integrate with, a Third Party Risk Management (TPRM) functionality?

28. What integrations, such as with GRC, TPRM, etc., are provided out of the box with your CLM solution?

29. Does your CLM system incorporate any vendor management capabilities? For example, INPRS monitors the current contracts and periodically interviews the business owners to see if vendors are meeting the requirements of the contract, are providing quality services and providing good communication. This is currently accomplished by sending emails, using Excel spreadsheets and filling out Word interview forms. How can your CLM system improve this process?

    a. Does your CLM system include a mechanism to collect and maintain Certificates of Insurance, Form W-9s, and SOC reports from vendors? Does your CLM system provide vendor SLA tracking? Please describe.

30. Like the current contracting process, INPRS's Request for Proposals (RFP) process is mostly manual, with vendor communication handled via email. INPRS also posts the RFP document to the INPRS Procurements web page https://www.in.gov/inprs/about-us/procurement along with INPRS's responses to vendor inquiries. Does your CLM system support the RFP process or does your firm have a separate application to support the RFP process that can be integrated with your CLM system? Please describe.

31. Does your CLM system incorporate a policy and procedure management application? If so, please

describe.

IV. DATABASE:

1. Does your system allow backups with no downtime?

2. When are the database backups performed (i.e. time of day)?

3. Is the data stored in a single tenant or multi-tenant database?

V. SECURITY:

1. We acknowledge there is no single security approach and no single list of security controls that can cover all security circumstances. Please describe your approach to ensure the confidentiality, integrity and availability of your CLM system?

2. What regulatory requirements do you comply with/support?

3. And in terms of information governance and risk management, information security and compliance and audit management.

4. What Countries host CLM and public-facing portal systems?

5. What Countries do the administrators of the systems reside and work from?

6. Describe your security architecture, including any significant failures, breaches or issues encountered in the last five years.

7. Describe the proposed system's Application-level security, including roles RBAC, conditional access, etc..

8. Does your application use a secure connection if hosted? If so, please explain the security model used.

9. Provide copies of latest results of audits, vulnerability scans, penetration tests, security incident/data breach response plans, etc.

10. Describe in detail the disaster recovery plans.

11. Is the application in a multi-tenant or a single tenant environment?

12. What is the data center and network infrastructure of your hosted solution?

13. What types of technical resources are required for your hosted solution?

14. Provide a brief description of the security measures you provide in your hosting environment.

15. If data centers are physically secured, explain the method/technology used.

16. Does your hosting solution include a guaranteed level of system performance, such as sub-second response time and uptime SLA's?

17. Does your CLM solution support Single Sign-On (SSO) and multifactor authentication?

18. Is the solution FedRamp or GovRamp authorized?

VI. <u>IMPLEMENTATION:</u>

1. Please provide an implementation timeline including a description of all tasks performed and indicate whether tasks will be performed onsite at INPRS's offices or remotely.

2. Will your firm evaluate INPRS's current and proposed contract processes and make suggestions for improvement, define the data fields needed, and establish the necessary user access levels? Please describe. How will INPRS be involved in this process?

3. What is your process for effectively managing the implementation process?

4. Describe your firm's (and your subcontractors') roles during implementation.

5. Describe the typical implementation project team. Who is the primary point of contact during implementation?

6. Describe INPRS's role during implementation. How many employees from INPRS are needed to support the project?

7. Does your firm have experience transitioning from Conga Contracts to your CLM system?

8. What is your process for moving from implementation to customer maintenance?

9. How long will your implementation team stay with INPRS before transferring to customer maintenance?

10. Provide an overview of your training programs and delivery methods.

11. Is there an environment available for future new employee training?

12. Can training be tailored to the needs of different users?

13. Is there a cost associated with training during or after implementation?

14. What ongoing customer training is available?

15. What will be the migration process to migrate our current contracts and documents from our current solution to your CLM solution?

VII. <u>ENVIRONMENT:</u>

1. How many environments do you typically provide to your customer – Sandbox, Testing, Training, Production, etc.?

VIII. AVAILABILITY:

1. What are the standard availability metrics for your product?

2. Describe your procedures for ensuring system availability and service quality.

3. Please provide information about your scheduled maintenance windows.

4. How are incidents (outages, downtime) handled? What are your standard incident acknowledgement and resolution times?

5. What are the available escalation procedures for INPRS to accelerate resolution process in the event of unscheduled outage, critical and high incidents?

IX. APPLICATION UPDATES:

1. How much lead time is provided for clients to accept application updates? Do clients have the option to delay the implementation of product updates?

2. Are release notes issued ahead of time for all application updates?

X. NEW REQUIREMENTS:

1. How are new functional requirements from clients prioritized and implemented in your product?

XI. OTHER MODULES:

1. What other modules are delivered as part of your product that have not been covered by the RFP questions?

XII. CUSTOMER SERVICE/SUPPORT:

1. Provide an overview of your customer support and maintenance services.

2. What is the cost of your annual maintenance plan?

3. Do you use your website as a mechanism to provide support to your clients? How is the Internet part of your support strategy? Please explain.

4. What is the experience level of your service and support staff?

5. What is the average length of service in your support area?

6. How does your firm educate and train your service and support staff?

7. What technologies do you take advantage of to run your support organization?

8. What hours does your company provide service and support?

9. How many support centers do you have and where are they located?

10. Is there weekend or after-hours support?

11. Is there an after – hours emergency contact number if needed? Is there a charge for this service?

12. What are your help desk support methods (such phone, email, and text chat)?

13. Do you provide help desk support in multiple time zones?

14. How often do you release new versions of your software?

15. When are new releases and upgrades performed? For example, during weekends and non-business hours?

16. Do you have any user groups (regional or national)?

17. Do we get change information prior to release?

18. Can we decline to upgrade to new releases?

19. What is the test process for new versions?

20. How do you determine and prioritize changes in your system?

21. What is the migration process in upgrading to new versions?

XIII. PRICING:

1. For the purpose of preparing this proposal, assume that INPRS will need licenses for between 25 and 40 users.

2. Describe your pricing model including how software is packaged/tiered/priced.

3. Describe the levels of licensing available.

4. Is there a charge for vendor participation in the CLM system contracting processing (reviewing and editing documents)?

5. Can INPRS reassign licenses to different users as needed?

6. Do you offer a free trial of your software application?

7. If DocuSign is used in your CLM system, will DocuSign envelopes be included in the cost of the CLM system or will INPRS need to purchase the envelopes separately?

8. Please separately provide pricing associated with the public-facing portal of executed contracts, including the cost of establishing an electronic feed to the public-facing portal and ongoing

support of the portal. INPRS requires that the public have access to the portal at any time without login credentials.

9. Provide the options and prices for maintenance and support.

10. Provide the options and prices for training system administrators, developers and other roles.

11. Provide an estimate of total costs for the solution(s) you are recommending. The estimate must include all costs for product, implementation, and servicing. Please make sure the following are included:
    a. License Fee:
    b. Annual Maintenance:
    c. Implementation costs:
    d. Training costs:
    e. Customization costs:
    f. Interface/feed development costs:
    g. Monthly hosting fees:
    h. Monthly processing fees:
    i. Monthly service fees:
    j. Other monthly fees:
    k. Other one - time fees:
    l. All third – party costs:

12. If there is an additional cost for specific CLM features, please indicate as such.

13. If applicable, provide a history of your hosting, processing, and service fee increases for the past five years.

APPENDIX G – OVERVIEW OF INPRS'S CONTRACT TYPES

INPRS executes contracts to support its nine functional areas. The following is an overview of some of the services that INPRS contracts for with vendors.

Strategic Initiatives

Administrative benchmarking services

Customer Survey Services

Software Licenses

Operations

Medical Review Services

Operations Consultants

Software Licenses

Data Quality Cleanup Services

Data Access Agreements

Office Equipment Leases

Legal / Procurement

Outside Legal Services

Building Renovation and Design Services for INPRS's Office Building

Office Equipment Leases

Insurance Policies

Human Resources

HR Consulting Services

Third Party Contractor Services

Payroll Processing Services

Employee Training Services

HR Support Services

Software Licenses

Communications

Communications Consulting Services

Cybersecurity Incident Response Services

Email Communication Services

Software Licenses

Finance

Pension Recordkeeping Services

Pension Benefit Processing Services

Actuarial Services

Auditing Services

Software Licenses

IT

IT Hardware Outsourcing Services

Telecommunications Services

Application Implementation Services

IT Consulting Services

Managed Services and Support

Software Quality Assurance Managed Services

Third Party Contractor Services

Software Licenses

Internal Audit

Auditing Services

Software Licenses

Investments

Some of the agreements the Investments department executes are the following. There is a separate template (not included with the RFP) for Investment Management Agreements.

Investment Management Agreements

Alternative Investment (e.g. Private Equity) Agreements

Investment Consulting Agreements

Investment Index/Benchmark Agreements

External Legal Counsel Agreements

Custodian Agreements

Software License Agreements

Data Access Agreements

Leases (INPRS owns its office building and leases some space to other State of Indiana agencies.)

Property Management Services Agreements for INPRS's Office Building

Proxy Voting Services Agreement

Other Types of Agreements

- Memoranda of Understanding with other State of Indiana agencies.
- INPRS purchases some services and products via State of Indiana Quantity Purchase Agreements (QPAs). While INPRS does not execute a contract when making these purchases, INPRS needs to track these purchases in the CLM System. INPRS creates an Authorization Letter for these purchases, attaches the quote, and puts into DocuSign for signature. The signed/approved documents are uploaded to Conga Contracts.