



Responses to Inquiries
RFP 26-04
Contract Lifecycle Management System

1. For the public-facing portal requirement, is INPRS expecting the selected CLM vendor to provide and host the public portal directly, or would an electronic feed/API from the CLM system to an INPRS-managed or third-party public portal satisfy this requirement?

Answer: Either approach is acceptable. INPRS will accept a portal delivered within the CLM or a feed/API to a third-party/INPRS-managed public portal.

2. Is the public-facing executed contract portal required for the initial January 2027 implementation/go-live, or may it be delivered as a later phase after the core CLM workflow and repository are live?

Answer: The public portal is in scope, but it is not mandated to be Day 1. Vendors should propose phased implementation with clear acceptance criteria for each phase.

3. Does INPRS expect the CLM system to automate redaction of confidential information, or is the requirement to store/manage both redacted and unredacted versions and ensure only the approved redacted version is made available to the public portal?

Answer: The requirement is to store/manage both redacted and unredacted versions and ensure only the approved redacted version is made available to the public portal. See Questions 44 and 94 for more information about redaction.

4. Section V asks whether the solution is FedRAMP or GovRAMP authorized. Is FedRAMP/GovRAMP authorization a mandatory requirement, a scored preference, or an informational question?

Answer: Informational Question.

5. Section V asks about guaranteed system performance, including sub-second response time and uptime SLAs. Does INPRS have a minimum required uptime percentage or response-time standard vendors must meet?

Answer: Not at this time.

6. Appendix A states that INPRS will not accept provisions limiting Contractor liability. For SaaS vendors, will INPRS consider commercially reasonable limitations of liability for certain categories of damages while preserving appropriate carveouts for confidentiality, data security, indemnity, and willful misconduct?

Answer: Yes, INPRS may consider commercially reasonable limitations of liability for certain categories of damages while preserving appropriate carveouts for confidentiality, data security, indemnity, and willful misconduct.

7. The RFP states that payment will be made in arrears and tied to agreed-upon deliverables. For SaaS subscription fees, will INPRS consider annual subscription invoicing aligned to the software access period, with implementation services billed by milestone or deliverable?

Answer: Payment will be made in arrears tied to agreed deliverables, however, subscription fees can be an exception to the rule.

8. INPRS states there are approximately 5,000 contracts in Conga, with about one-third masters/originals and two-thirds amendments/addenda. Does INPRS expect full migration of all active and inactive records, documents, metadata, events, and version history, or only selected records and fields required for future contract management?

Answer: Conga Contracts contains about 4,600 metadata records (that is, records that include company name, contract number, contract purpose, effective date, expiration date, etc.). Of the metadata records, about 1,700 are master agreements and about 2,900 are amendments, etc. to the master agreement. About half of agreements and amendments are active (in effect) and half inactive (expired). There are about 5,700 pdf files attached to the master and amendment records. For purposes of your proposal, assume that all contract PDFs and associated metadata (field values), both active and inactive, currently in Conga will be migrated to the CLM system.

Regarding legacy documents, INPRS has only used Conga Contracts as a contract repository (and for reporting of contract expiration/renewal information), therefore the contracts in Conga Contracts that were executed prior to the 2010 implementation of Conga Contracts were uploaded to Conga Contracts at time of implementation and include the same types of information as the contracts executed after 2010: PDFs of the contract documents, effective and expiration dates, contract descriptions, contract type identifiers, etc..

Word versions of the contract documents are not stored in Conga (they are on INPRS's internal server) and don't need to be migrated to the CLM system. INPRS has not used Conga's workflow features, so there is nothing to migrate there. Migrating "events" from Conga (for contract expiration reminders, etc.) is out of scope, but INPRS might set up new events for active contracts in the CLM.

For migration, INPRS plans to request an extract of all of INPRS's contracts data from Conga, preferably in a standardized format that CLM vendors are familiar with. Authorization Letters are appended to the contract PDF.

See attached sample spreadsheet of INPRS's contract data from Conga Contracts. Note that only key data is included in the sample. There are many other data fields in Conga Contracts that are not represented in the sample spreadsheet.

9. For migrated contracts, does INPRS require historical Word redline/version history to be migrated as discrete version objects, or is it acceptable to migrate final executed documents, key metadata, and available supporting files?

Answer: See Question 8.

10. For Alternative Investments contracts involving external investment counsel and general partner counsel, does INPRS expect those outside parties to work directly inside the CLM system, or would controlled email/document exchange with repository tracking meet the requirement?

Answer: See question 11.

11. For external vendor attorneys participating in drafting and redlining, should vendors assume those external users require named system access, or is secure guest access/link-based collaboration acceptable?

Answer: In your proposal, please describe how/if your CLM system supports redlining of contracts by outside parties (vendors, vendor attorneys). Does this require named user accounts? In your experience, how receptive have your clients' vendors been to using your clients' CLM system to perform redlining? How receptive have they been to communicating with your clients via the CLM system rather than via email outside of the CLM system? In your pricing proposal please include any license fees for external users.

12. The questionnaire asks about RFP process support, vendor management, TPRM, GRC, SLA tracking, and policy/procedure management. Are these capabilities in scope for the initial CLM implementation, or are they future-state/optional capabilities for evaluation purposes?

Answer: If your CLM system provides RFP process support, vendor management, TPRM, GRC, SLA tracking, and policy/procedure management, briefly describe in your proposal and include them as optional services if they are not part of your base CLM application.

13. Should vendors assume INPRS will continue using its existing DocuSign account/envelopes, or should vendors include DocuSign envelope costs in the proposed pricing?

Answer: Assume integration with INPRS's existing DocuSign tenant. Include any incremental envelope/transaction costs as applicable in pricing.

14. Should the Authorization Letter be generated as a structured CLM document/template with workflow approvals, or is INPRS primarily looking to attach, route, and store the completed authorization package with the contract record?

Answer: INPRS prefers that the drafting and the signing of the Authorization Letter be included in the CLM workflow. However, as stated in the answer to Question 119, INPRS encourages respondents to make suggestions on improving all facets of the current contracting process, including the use of the Authorization Letter.

15. The implementation section asks vendors to identify whether tasks are onsite or remote. Does INPRS require any onsite implementation, discovery, training, or finalist demonstration activities, or is a fully remote implementation acceptable?

Answer: Fully remote implementation is acceptable. Vendors should describe their approach to discovery and training during finalist demos.

16. How many users do you anticipate accessing the system? Of these users how many of them will administer the system, act as a core user or simply requesting contracts?

Answer: See attached document.

17. Appendix C, Section I.4 asks respondents to identify any subcontractor/partner and describe that party's role, and Section VI.4 asks respondents to describe their firm's and subcontractors' implementation roles. Section 4.2 separately lists Respondent qualifications, quality of references, and experience/track record among the evaluation criteria. If a respondent proposes a named subcontractor or implementation partner, may that partner's relevant public-sector CLM implementation experience, personnel qualifications, and client references be considered alongside the prime respondent's experience under those evaluation criteria? Or must the prime respondent independently satisfy those experience/reference factors. If partner experience may be considered, please also clarify whether partner references should be identified separately as subcontractor/partner references in Appendix C.

Answer: Yes, if a respondent proposes a named subcontractor or implementation partner, that partner's relevant public-sector CLM implementation experience, personnel qualifications, and client references will be considered alongside the prime respondent's experience under the evaluation criteria. Partner references should be identified separately as subcontractor/partner references in Appendix C.

18. Are non-US incorporated SaaS providers eligible to act as the prime contractor, subject to completing the required Indiana registration before contract negotiations?

Answer: Yes. Non-US and out-of-state corporate respondents must register with the Indiana Secretary of State prior to contract negotiations; registration is not required to submit a proposal. See additional information in the response to question #19.

19. Are there mandatory US data residency requirements, including restrictions on overseas support personnel accessing the system?

Answer: Yes.

20. For migration of the approximately 5,000 contracts in Conga, will INPRS provide an export containing documents, metadata and relationships between original contracts and amendments?

Answer: See Question 8.

21. For the public contracts portal, will INPRS supply approved, redacted documents, or should the proposed solution include a redaction and publication approval workflow?

Answer: See questions 44 and 94.

22. Will references from comparable organisations outside the US public retirement sector satisfy the reference requirements?

Answer: Yes. Provide at least three references comparable in scope/complexity; public retirement systems are preferred if available but not required.

23. Does INPRS have an estimated budget for this project? If so, what is the budget?

Answer: A public budget is not disclosed. Vendors should submit fixed pricing per the RFP.

24. Would you be open to pricing for the CLM System to be hosted by vendor (SaaS/cloud) or deployed on INPRS' servers (on-premise)?

Answer: SaaS is preferred however INPRS is open to all options.

25. How many total users?

- a. How many internal users will require administrative level access?
- b. How many internal users will require the ability to be able to add vendors/clients?
- c. How many internal users will require request, add, or approve a contract in the system?
- d. How many internal users will require read-only access?
- e. How many internal users do you project require access to the system at any given time?

Answer: See attached document. INPRS expects that no more than 10 users would need simultaneous access to the system.

26. Is INPRS in need of enhanced generative AI features for contract review and data & risk analysis?

- a. If so, how many contracts per month do you believe will need to be run through the AI software?
- b. What is the typical page count for your contracts?
- c. Is this something you want available to all users?

Answer: Respondents should inform us of any AI features. INPRS will decide if any AI would be incorporated into our business practices.

27. Does INPRS require a test environment?

- a. If so, how many users do you anticipate require access?

Answer: Likely not.

28. Does INPRS require an electronic signature tool?

- f. If so, are you currently utilizing a specific product and which tool are you using?

Answer: Yes. INPRS uses DocuSign and would prefer the CLM to integrate with the existing tenant.

29. Does INPRS require data import/migration services? If so, please indicate:

- a. Number of electronic files to be imported
- b. Number of metadata records
- c. Current storage location of legacy contract files

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Answer: See Question 8.

30. What third-party systems will be integrated with the (Contract Management) tool?

Answer: To be determined. Potential integrations include ERP, GRC, and TPRM systems.

31. Will the integration be one-way or bi-directional?

Answer: To Be determined.

32. What type of data will be exchanged from your third-party system? (contracts, vendors, invoices, etc.)

Answer: To Be determined.

33. Do you need documents/attachments included in this integration?

Answer: Depends on the integration method.

34. Briefly describe the business process the integration will support.

Answer: Unknown at this.

35. Is the third-party tool SaaS/Cloud based or deployed on your server?

Answer: It may be either.

36. Are you able to confirm that an API is available for the required integration with the third-party tool(s)?

Answer: INPRS is unable to confirm an API is available.

37. In addition to training administrative users on configuring *templates* within the user interface, we also offer professional services to configure *templates* on the client's behalf. Please confirm whether professional services are required for *template* configuration. If so, please indicate the number of *templates* the awarded vendor would be expected to configure.

Answer: INPRS plans to configure templates after receiving training from the vendor.

38. In addition to training administrative users on configuring *workflows* within the user interface, we also offer professional services to configure *workflows* on the client's behalf. Please confirm whether professional services are required for *workflow* configuration. If so, please indicate the number of *workflows* the awarded vendor would be expected to configure.

Answer: INPRS plans to configure workflows after receiving training from the vendor.

39. Do you have an established time frame for the implementation of the awarded solution?

a. If so, what are the anticipated kick-off and go-live dates?

b. If no specific dates have been established, how many weeks do you plan to dedicate to the implementation process?

Answer: Project commencement date is January 2027 but we will retain our current contract repository through September 2027 to allow for implementation, which we would like to have completed by June 30, 2027.

40. Is INPRS eligible to purchase off the GSA Schedule 70? If yes, would you like GSA pricing in the bid response or retail pricing?

Answer: INPRS is interested in lowest available pricing, whether pricing is obtained directly from the vendor or via a cooperative agreement. INPRS can purchase off the GSA Schedule 70.

41. Is INPRS able to purchase from any specific cooperative agreements?

Answer: OMNIA and NASPO, and any State of Indiana QPAs.

42. Will INPRS provide the selected vendor with a complete Conga Contracts export, including documents, metadata, amendment-to-master relationships, events, and audit information, or is the vendor expected to extract data directly from Conga? Please also provide the approximate total file volume and identify any required data cleansing, indexing, or validation activities.

Answer: See Questions 8.

43. Please clarify the required go-live integration model for Microsoft Word redlining and external-attorney participation, including whether INPRS expects desktop add-ins, browser-based coauthoring, or controlled check-in/check-out of native Word files. Please also confirm whether Microsoft 365/Outlook, Entra ID single sign-on, and the existing DocuSign tenant are mandatory integrations at initial go-live.

Answer: Browser-based co-authoring is preferred. SSO, preferably with MFA, is required. INPRS is open to CLM built-in alternatives to Docusign. Also see Question 11.

44. Is the selected vendor expected to provide tools for identifying and redacting confidential content, or will INPRS create and approve a separate redacted copy before publication? Please describe the required publication approval workflow and whether accessibility, API, download, or open-data requirements apply to the public portal.

Answer: If your CLM system includes a tool to assist in making redactions of confidential information from contract documents, please describe. If such a tool is not available, then please describe how a redaction step will fit into workflow. For example: Upon execution of the contract, Procurements is notified to make necessary redactions. Procurements makes the redactions and then Legal approves the redactions. After redactions are made, the CLM system will ensure that, if there is a redacted version of the document, the redacted version is stored on the public portal. It may be more efficient to decide on redactions decided on during the contract drafting phase. INPRS welcomes suggestions on how to most effectively accomplish this.

45. What is INPRS's target production go-live date following the anticipated January 2027 project commencement, and would INPRS accept a phased implementation covering repository migration, internal workflow, integrations, and the public portal? Please identify the principal acceptance criteria for each phase.

Answer: Please reference the response to question #39.

46. Does the requirement that fees remain fixed and guaranteed apply only to the initial two-year term, or must pricing remain unchanged during optional renewals that may extend the relationship to ten years? Please also confirm whether annual escalation may be proposed for option periods and whether external collaborators should be included as licensed users.

Answer: Fees must remain fixed and guaranteed for the initial two-year term. Fees will be negotiated for subsequent renewal terms prior to execution of the renewal(s). Regarding external collaborators, please refer to Question 11.

47. Which department will “own” the CLM and pay for it out of its budget?

Answer: Procurement, Legal, IT, and business units are engaged; costs will be budgeted per internal INPRS financial processes.

48. How would you rate the priority of purchasing a new CLM? (1 – Nice to have; 10 – Mission Critical/Top Priority).

Answer: 8 – INPRS is looking to modernize several aspects of our Procurements operations and implementing a new CLM is paramount to these efforts.

49. Who is the Executive Sponsor on the project from your side?

Answer: Approvals and governance involve INPRS executive leadership but this will be maintained by INPRS Procurement team, which operates within our Finance team.

50. Is this primarily a compliance initiative, a process-efficiency initiative, a Conga replacement or a broader digital-contracting program?

Answer: INPRS is looking to modernize several aspects of our Procurements operations and implementing a new CLM is paramount to these efforts; doing so will improve efficiencies and improve our compliance efforts.

51. What are the most important outcomes: efficiency, compliance, visibility, user adoption, public portal, AI or cost reduction?

Answer: All of the above.

52. Which evaluation criteria carry the highest weight?

Answer: Weights and price scoring methodology are not published.

53. What key factors will differentiate the strongest proposals and position a vendor as the preferred choice for award?

Answer: The first key factor is the vendor’s ability to review INPRS’s current contracting process and make suggestions on improvements. The second key factor would be the features offered by the CLM system itself. INPRS has used Conga Contracts and the current contracting process for

15 years. INPRS wants to select a CLM system and develop a contracting process that improve upon the current state and establish a contracting process that will be effective for 5 to 10 years or more, while allowing flexibility for changing business requirements. INPRS looks to the vendor to use their experience and expertise with CLM implementation to review INPRS's current contracting process and suggest, based on best practices, improvements to the process, and incorporating their CLM system.

54. Of the estimated 25 to 40 users can you please provide the user counts in each area that would be using the solution (Procurement, Legal, Investment, HR, Finance, IT etc.)?

Answer: See attached document.

55. What are the principal complaints from Procurement, Legal, Investments and functional departments about the current process?

Answer: Current process is heavily manual and inefficient.

56. Which user Teams must achieve the earliest business benefit?

Answer: Procurements and Legal.

57. Estimate of monthly contract volume?

Answer: INPRS executes about 300 contracts/amendments per year. About half are non-alternative investment agreements and half are alternative investment agreements. The volume of contracts executed is fairly steady throughout the year.

58. Do you have any supporting metadata in the form of spreadsheets today?

Answer: The only supporting spreadsheet INPRS uses is the Contract Tracking Log described in Section 3 of the RFP.

59. What agreement types are in scope for contract creation? Example: MSA, NDA, etc.

Answer: All types of agreements are in scope.

60. Total number of integrations - DocuSign, Workday, ServiceNow, etc.?

Answer: To be determined.

61. How many Alternative Investment contracts are processed annually? Which aspects of the Investments workflow are most problematic today?

Answer: INPRS executes about 150 alternative investment agreements per year.

62. How many Contract Types to be created?

Answer: See Appendix G of the RFP. When INPRS creates a contract in Conga Contracts, we select from a list of contract type identifiers to be used in reporting. For example, Services, License, Lease, Investment Management, Alternative Investment, NDA, etc.

63. How many templates to be created?

Answer: The three main templates used are: Contract for Services, Addendum to Form Contract and Investment Management Agreement. INPRS often uses existing contracts as templates. INPRS uses previously created authorization letters as templates and would help to build some templates in the CLM and for the CLM to allow for selecting standard language/phrases to include in the authorization letter.

64. Number of associations?

Answer: Contract associations are explained in the RFP.

65. Number of integrations?

Answer: To be determined.

66. Can you describe the current contract lifecycle process from request through execution and renewal?

Answer: The current contracting process is described in Section 3 of the RFP.

67. Which departments are responsible for contract drafting, negotiation, approval, and execution?

Answer: See Section 3 of the RFP and the attached document.

68. Which function will own the platform after implementation: Procurement, Legal, IT, Investments, or a shared governance team?

Answer: See Question 47.

69. Are contract processes currently standardized across the organization, or do they vary by department or location?

Answer: Contract processes are standardized for most of the organization. Aside from Alternative Investments contracts, the contract process for most Investments contracts is similar to the other INPRS contracts, except some different templates are used and different INPRS staff are involved with drafting and executing the contracts. Procurement takes less of a role for Investments contracts, which are drafted by the two investments attorneys with input from Investments staff. (The transaction attorney is involved in the non-Investments contract process.) The drafting and execution of Memoranda of Understanding with other State of Indiana agencies is also different since other State agencies use a different contracting system.

70. What are the most common bottlenecks in the current process?

Answer: Current process is heavily manual and inefficient.

71. What other enterprise systems may need to integrate with the CLM platform (ERP, procurement, finance, CRM)?

Answer: See Question 99.

72. Approximately how many new contracts are executed annually?

Answer: See Question 57.

73. Are legacy contracts currently stored with structured metadata (e.g., contract value, effective date, renewal date, counterparty, contract type) or would this information need to be extracted from contract documents during migration?

Answer: See Question 8.

74. Does “commencement of project in January 2027” mean contract signature, kickoff, or production go-live?

Answer: The contract will be signed in January 2027 and then the project commencement/ kickoff will occur. INPRS expects that the project (implementation) will take a few months, depending on the awarded vendor’s proposed timeline, with go-live by INPRS’s June 30, 2027 fiscal year end.

75. Are there legislative, audit, Conga-renewal or budget deadlines driving implementation?

Answer: No.

76. How will INPRS define a successful CLM implementation after 12 months?

Answer: Please reference response to question #132.

77. Is the public portal expected to launch with Phase 1?

Answer: Please reference response to question #2.

78. Can INPRS provide (or make available under NDA) a sample data export from Conga Contracts, including the metadata schema currently in use, so we can scope the migration of the ~5,000 existing contracts and amendments?

Answer: See Question 8.

79. Of the ~5,000 contracts in Conga Contracts, what percentage include scanned/legacy documents without underlying metadata versus contracts created natively in the system?

Answer: See Question 8.

80. Are Certificates of Insurance, Form W-9s, and SOC Reports currently stored in Conga Contracts, a separate repository, or both? Is there an expectation that historical versions of these documents also migrate?

Answer: Yes, these documents must be stored in Conga and need to be stored in new CLM. Historical versions are not necessarily needed to be migrated.

81. What is INPRS's target cutover approach — a single “big bang” migration, or a phased migration by department or contract type?

Answer: See Question 117.

82. Beyond services contracts, what other document types should live in the CLM system — e.g., leases (such as the One North Capitol lease), investment management agreements, licenses, amendments, authorization letters, and QPA orders? Should each type have its own template, metadata fields, and approval path?

Answer: See Appendix G of the RFP and Question 63. The approval path is established when the documents are entered into DocuSign. There are some approvals that are common to most contracts (e.g. Executive Director, Chief Financial Officer, Manager of Procurement signatures on the Authorization Letter) and the rest vary based on which department will be using the services. The person entering the information into DocuSign determines the required approvals and order of approval. It would be helpful if the CLM system would automatically populate and set the approval order based on the nature of the contract.

83. How does a contract request originate today (email to Procurements, a ticketing system, a form), and should the CLM system provide a formal intake/request form to trigger drafting?

Answer: Requests are received by email or scheduled meeting. We are currently working on an internal requisition but a formal request in CLM would be ideal.

84. Can INPRS walk us through the current end-to-end approval workflow — who reviews and in what order (business owner, Legal, Finance, IT/Comms as applicable, Executive Director) — and are there different workflows based on contract type or dollar threshold, as reflected in the Signature Cover Page routing?

Answer: See Section 3 of the RFP, and Question 82.

85. Are approval steps expected to run sequentially, in parallel, or a mix, and does INPRS need conditional routing (e.g., skip Investments review for non-investment contracts)?

Answer: Both sequential and parallel routing, with conditional paths, are expected. Vendors should support configurable routing rules.

86. Does INPRS have existing contract templates, standard clauses, or a clause/playbook library (approved and fallback language) that should be loaded into the system, or will these need to be built from scratch?

Answer: See Question 63.

87. What are INPRS's expectations for automated renewal and expiration alerts — who should be notified, how far in advance (e.g., the 30/60/90-day notice periods referenced in the Contract Tracking Log), and should the system distinguish auto-renewing agreements from those requiring action?

Answer: We would require alerts based on contract terms that dictate our obligation to prevent autorenewals and end of contract life. Procurements and business owners need to be notified.

88. Beyond renewal dates, are there specific contractual obligations (e.g., deliverables, insurance certificate renewals, SOC report submissions, invoice milestones) that INPRS wants the system to track and alert on?

Answer: Yes, we need to track this type of document and be alerted when they are close to expiration. We would like the CLM to be automated to notify the vendor to provide updated versions.

89. What specific reports or dashboards does INPRS need — for example, contracts expiring in the next 30/60/90 days, spend by vendor or department, contracts by status/type, or an audit trail of approvals? Who are the intended recipients (e.g., Executive Director, Board, Finance), and how often are these reports needed?

Answer: Dashboards and ad-hoc reports covering expirations, status/type, and approval audit trails are expected. Recipients include leadership, Finance, Legal, and Procurements.

90. Does INPRS need the ability to export data or generate ad hoc reports outside of standard dashboards, and in what formats (Excel, PDF, CSV)?

Answer: Yes, in Excel, PDF, CSV format.

91. Approximately how many new contract requests, amendments, and renewals does INPRS process per year, and are there predictable volume spikes (e.g., fiscal year-end)?

Answer: See Question 57.

92. Does INPRS currently have a public-facing website or content management system (e.g., Drupal, custom .NET, State of Indiana platform) that the contract portal should integrate with, or is a fully standalone public portal acceptable?

Answer: INPRS would like this website to be a standalone portal.

93. Is there a target go-live date associated with the 2025 Executive Order requirement for public contract access, or any related compliance deadline INPRS is tracking?

Answer: Please reference the response to question #2.

94. Who at INPRS is responsible for performing redactions before a contract is published to the public portal — Procurements, Legal, or the originating department — and is there an existing redaction workflow or tool in use today?

Answer: Procurements is responsible for performing redactions and Legal approves the redactions. Adobe Acrobat Pro is used to make the redactions. Public records requests are currently submitted into a separate portal (the “APRA portal”), which handles the workflow and stores the redacted documents in the portal. With the new requirement for making all contracts available on a public portal, INPRS needs to ensure that any necessary redactions are made prior to storing the documents on the public portal. With implementation of the public portal, it will no longer be necessary for public records requests for contracts be submitted into the APRA portal

(and for redacted documents to be stored in the APRA portal) since redacted contract documents will already be available on the public contracts portal.

95. What identity provider does INPRS use for staff authentication (e.g., Microsoft Entra ID / Azure AD, Okta, ADFS), and is SSO/SAML integration a requirement for the CLM system?

Answer: SSO/SAML is required with MFA also preferred.

96. Beyond “read-only” and “read/write,” does INPRS have a defined permission/role matrix (e.g., by department, by contract type, by dollar threshold) that the CLM system's security model needs to support?

Answer: Please describe your CLM system’s permission/role capabilities. INPRS will need permission/role capability by department, by contract type, etc. Also see the attached document.

97. Are there specific data residency, FedRAMP, SOC 2, or State of Indiana IT security requirements the CLM system and its hosting environment must meet?

Answer: Yes. US residency of data. Please indicate if your CLM solution is FedRAMP/GovRAMP.

98. Does INPRS currently use DocuSign eSignature, and if so, can you share the current edition, approximate annual envelope volume, and whether an existing DocuSign account should be extended rather than replaced?

Answer: Annual volume is approximately 2,300 but that includes our integration with our CRM Salesforce.

99. Beyond Outlook/email, are there other systems (e.g., financial/ERP system, SharePoint, an internal intranet) that the CLM system should integrate with for contract requests, approvals, or reporting?

Answer: Not currently but potentially in the future.

100. What version of Microsoft Word / Microsoft 365 does INPRS standardize on, and do vendor attorneys typically redline using Word's native track changes, or another tool?

Answer: Microsoft 365. We use Word to track redline changes.

101. Does INPRS have a target go-live date or fiscal-year budget cycle that the implementation timeline should be built around?

Answer: Please reference the response to question #39.

102. Approximately how many of the 25–40 system users will need hands-on drafting/negotiation training versus report/read-only access training?

Answer: See attached document.

103. (DocuSign) What are INPRS's expected support-hour needs — standard business hours (Eastern Time) or extended/after-hours coverage — given INPRS's operations?

Answer: Standard business hours.

104. (Section 2 – Proposal Content) Does the RFP require separate documents for each of the listed sections and the sub-sections that fall under them? Or may we submit a single document with a table of contents, presenting the sections in the order listed in the RFP26-04ContractLifecycleManagementCLMSystem document?

Answer: Either separate documents for each of the listed sections and sub-sections or a single document in the order listed in the RFP will be fine.

105. Is there a maximum file size for proposals submitted via email? If so, may respondents submit their proposal as a ZIP file or across multiple emails, clearly labeled “1 of 2,” “2 of 2,” etc., if necessary?

Answer: INPRS’s email size limit is around 20 MB per email. Proposals can be split across multiple emails.

106. Because proposals are subject to the Access to Public Records Act (APRA), may respondents designate the financial statements, roadmap of software research and development and audit report as confidential under an applicable statutory APRA exception, following the process in Section 2.2.5? And will INPRS consider these confidential under the statute?

Answer: Yes, respondents may designate the financial statements, roadmap of software research and development and audit report as confidential under an applicable statutory APRA exception, following the process in Section 2.2.

107. (Appendix C - Question II.26) The RFP asks respondents to describe any AI incorporated into their proposed CLM solution, including its use, governance, controls, and monitoring. Please clarify whether AI functionality is a desired or evaluated capability of the CLM solution, or whether these questions are intended primarily to understand and assess the governance and risk associated with any AI capabilities that may be present in a respondent's solution. Is any AI functionality required as part of the proposed solution?

Answer: AI functionality is not a requirement however AI functionality will be considered in evaluating the CLM solutions.

108. (Section 4.1) Please clarify the maximum contract term. Does the "up to the length of the original term" renewal language limit total renewals to two years (four years in total), or may renewals continue to the ten-year maximum?

Answer: The initial contract term will be two years, and the contract may be renewed for one or two years at a time up to a maximum of ten years in total. After 10 years, INPRS will need to issue another RFP.

109. Does INPRS have a target go-live date or a date by which the transition from Conga Contracts must be complete? When does the Conga contract expire? Since the two-year initial term begins on the date of final execution (Section 4.1), please confirm that implementation time counts toward the initial term.

Answer: Please reference the response to question #52.

110. Will INPRS share the relative weighting of the evaluation criteria and describe how price will be scored?

Answer: Please reference the response to question #52.

111. (*Appendix C - Questions II.27, 28, 30 and 31*) Are TPRM, GRC integrations, RFP process support and policy management required for the initial implementation, or optional? What is the risk data used for within contracts currently, and what type of information is required? TPRM is often integrated into a Supplier Management solution to make decisions at the overall supplier level rather than at the contract level. May respondents propose them as separately priced optional modules, and how will they be considered in the evaluation?

Answer: See Question 12.

112. (*Appendix C - Question V.9*) Because proposals may become public records under APRA, may respondents provide these security materials under a non-disclosure agreement? If not, will INPRS consider these confidential under the APRA exception statute?

Answer: To the extent a proposal includes confidential information, the parties may enter into a non-disclosure agreement or respondents may choose to redact parts deemed as confidential under an applicable statutory APRA exception, following the process in Section 2.2.5.

113. (*Appendix C - Questions II.17*) Please describe the calculations to be made; what are the data elements that would be calculated?

Answer: Here's a very basic example. INPRS wants to create a new field showing the number of days' notice that INPRS must give the vendor if they don't want to let the contract automatically renew. INPRS would also like to create a calculated field showing the date by which INPRS must notify the vendor. This would be calculated by subtracting the days' notice from the contract expiration date. INPRS super users of the CLM should be able to create these new fields without assistance from the CLM vendor's support staff.

114. (*Appendix A.2 – Sections 9, 27, 28*) Do Sections 9 and 28 apply to a vendor-hosted (SaaS) solution where vendor personnel do not access INPRS premises? Please provide the INPRS IT standards, policies and guidelines referenced in Section 27.

Answer: Yes, Sections 9 and 28 apply to a vendor-hosted (SaaS) solution even where vendor personnel do not access INPRS premises. Integrations may include API, file transfers, file uploads, etc. INPRS IT standards, policies and guidelines align with those that are generally accepted/best practices.

115. Is there a target go-live date or maximum implementation duration INPRS is working toward, and is any of it driven by a compliance deadline such as the 2025 Executive Order requiring the public contract portal?

Answer: Please reference the response to question #39.

116. Does INPRS want a single cutover across all functional areas or a phased rollout? If phased, is there a preferred sequence (for example, Procurements and Legal first, Investments and Alternative Investments later)?

Answer: A single cutover across all functional areas is preferred.

117. At go-live, how much of the full lifecycle (request intake, drafting, negotiation, Authorization Letter workflow) does INPRS intend to run in the new system versus adopt over time?

Answer: Please reference the response to question #81.

118. (*Appendix C - Question VI.2*) Is INPRS open to redesigning the current process, including the Authorization Letter sign-off, to fit CLM practice, or should the solution replicate the current process as-is?

Answer: INPRS encourages respondents to make suggestions on improving all facets of the current contracting process.

119. (*Appendix C - Question VI.15*) Of the roughly 5,000 contracts, how many require full migration with searchable metadata versus archival load or reference only, and does INPRS expect inactive contracts to be migrated?

Answer: See Question 8.

120. (*Appendix C - Questions II.23 and VI.15*) Is metadata standardization and data cleansing, including the naming inconsistencies noted in Question 23, in scope for this engagement, and does INPRS expect the vendor or INPRS to own it?

Answer: Metadata standardization and data cleansing is in scope and INPRS expects its staff will own it. However, INPRS will look to the vendor for advice on cleansing and best practices for standardization.

121. (*Appendix C - Questions VI.7*) In what form is source data available for migration (Conga export formats, document types, associated metadata), and are Authorization Letters stored separately or appended to contract PDFs?

Answer: See Question 8.

122. (*Appendix C - Questions II.19 and 26*) What data-quality baseline exists today, and are there known gaps that would affect AI-assisted metadata extraction, search, or redaction?

Answer: Vendors should assess during discovery and propose remediation, most likely gaps would be incomplete file/account information.

123. (*Appendix C - Questions II.6 and 28; page 12 – Outlook Capability; page 13 - Portal*) Which integrations does INPRS consider in scope for this implementation (DocuSign, Outlook, SharePoint, public portal feed, GRC/TPRM), and who owns each?

Answer: All of the above should be considered as potentially in scope for this effort.

124. *(Appendix C - Question XIII.7)* Does INPRS have an existing DocuSign entitlement it intends to reuse, or should envelope costs be included in the proposed pricing?

Answer: See response to question 13.

125. *(Appendix C - Questions XIII.8; page 13 - Portal)* Does INPRS prefer an in-solution portal or a feed to a third-party portal, and is there a firm date by which public access must be live??

Answer: Please reference the response to question #1.

126. *(Appendix C - Question V.18)* Are FedRAMP or GovRAMP authorization mandatory requirements, or evaluated as capabilities?

Answer: See Question #4.

127. *(Appendix C - Question VI.2)* Does INPRS have documented current-state process maps, or is current-state documentation part of the engagement?

Answer: INPRS does not have current state documentation other than what is included in Section 3 of the RFP. Please indicate in your proposal whether current state documentation will be needed (and if you propose developing current and future state documentation during implementation).

128. *(Appendix C - Question VI.6)* What INPRS resources (roles and expected time commitment) will be dedicated to the project, and who holds decision rights during implementation?

Answer: Specific roles will be determined at the beginning of implementation.

129. *(Appendix C - Section VI)* What are INPRS's expectations for UAT ownership, and what acceptance criteria will gate go-live?

Answer: INPRS and the CLM vendor will work together on UAT. The specific roles and responsibilities and acceptance criteria will be determined during the implementation phase.

130. *Appendix C VI.2; Section 3 (shift from manual, email and Word process across nine functions)* Does INPRS anticipate a formal change management and adoption workstream (stakeholder engagement, communications, adoption measurement), and is it separately fundable or expected to be bundled into implementation?

Answer: A formal change/adoption workstream is recommended although it may not be necessary. Vendors may propose it separately or bundled into implementation as optional services.

131. *Section 3 (Users of the CLM System, External Users); Appendix C VI.10 to VI.14)* How does INPRS intend to enable adoption among the external vendor attorneys who will redline in the system?

Answer: See Question 11.

132. How will INPRS define success beyond go-live (for example, cycle-time reduction, on-time renewals, reduced manual tracking effort)?

Answer: Define KPIs such as cycle-time reduction, on-time renewals, reduced manual tracking effort, and searchable visibility.

133. (*Appendix C – Questions VI.10 to VI.14*) Does INPRS expect role-based training across its distinct user groups (Procurements, Legal, Investments, departmental reviewers, external counsel), and does it want a train-the-trainer or super-user model for sustainment?

Answer: Yes. Role-based training with a train-the-trainer/super-user model is preferred for sustainment.

134. (*Appendix C – Questions VI.10*) Are training deliverables such as job aids and standard operating procedures expected as part of the engagement

Answer: Yes. Include job aids and SOPs as part of change/adoption deliverables.

INPRS Proposed CLM Users

Note;The following gives a flavor of the number of users and levels of access that INPRS will require for the CLM system; Specific users and required access will be determined during system implementation. INPRS will look to the vendor for guidance on this;

PROCUREMENTS

Manager of Procurement - Super User; read/write access; can create new fields and revise user interface screens; can update data lists/tables; can manually upload contracts to the repository; initiates and monitors contracts workflow; drafts authorization letters; signs authorization letters for all contracts; reviews and edits contract documents; needs read/write access to all contracts in the repository; needs reporting capabilities for all contracts; monitors expiration and renewal of contracts;

Staff 1 – Super User; read/write access; can create new fields and revise user interface screens; can update data lists/tables; can manually upload contracts to the repository; initiates and monitors contracts workflow; drafts authorization letters; reviews and edits contract documents; needs read/write access to all contracts in the repository; needs reporting capabilities for all contracts; monitors expiration and renewal of contracts;

Staff 2 – Super User; read/write access; can create new fields and revise user interface screens; can update data lists/tables; can manually upload contracts to the repository; initiates and monitors contracts workflow; drafts authorization letters; reviews and edits contract documents; needs read/write access to all contracts in the repository; needs reporting capabilities for all contracts; monitors expiration and renewal of contracts;

Staff 3 – Super User; read/write access; can create new fields and revise user interface screens; can update data lists/tables; can manually upload contracts to the repository; initiates and monitors contracts workflow; drafts authorization letters; reviews and edits contract documents; needs read/write access to all contracts in the repository; needs reporting capabilities for all contracts; monitors expiration and renewal of contracts;

LEGAL

Chief Legal & Compliance Officer - reviews Legal contract authorization letters and suggests/makes edits; signs authorization letter for all contracts in the Legal budget; reviews and edits some Legal contract documents;

Transaction Attorney – Reviews and approves contract language in non-Investments contracts; drafts authorization letter; signs authorization letter; reviews and edits contract documents; needs read access to all non-Investments contracts in the repository; needs reporting capabilities for non-Investments contracts; sometimes the Transaction attorney is responsible for Investments contracts that don't involve the investment of INPRS's assets for example? license agreements for Investments software and indices;

Legal Executive Administrative Assistant – needs read access to all non-Investments contracts in the repository;

ADMINISTRATION

Executive Director – Reviews and signs all contracts and authorization letters except for a few that are signed by the Chief Investment Officer.

Deputy Executive Director – When delegated by the Executive Director, signs all contracts and authorization letters except for a few that are signed by the Chief Investment Officer.

Executive Director Administrative Assistant – Receives a copy of all contracts signed by the Executive Director.

IT

Service Desk – System Admin – sets up user accounts; communicates with CLM vendor support regarding technical issues;

Chief Information & Technology Officer - Reviews some IT authorization letters and suggests/makes edits; signs authorization letter for all contracts in the IT budget; reviews and edits some IT contract documents;

Director 1 – Reviews subset of IT authorization letters and suggests/makes edits; signs authorization letter; reviews and edits subset of IT contract documents;

Director 2 – Reviews subset of IT authorization letters and suggests/makes edits; signs authorization letter; reviews and edits subset of IT contract documents;

Director 3 – Reviews subset of IT authorization letters and suggests/makes edits; signs authorization letter; reviews and edits subset of IT contract documents;

Director 4 – Reviews subset of IT authorization letters and suggests/makes edits; signs authorization letter; reviews and edits subset of IT contract documents;

Director 5 – Reviews subset of IT authorization letters and suggests/makes edits; signs authorization letter; reviews and edits subset of IT contract documents;

Director 6 – Reviews subset of IT authorization letters and suggests/makes edits; signs authorization letter; reviews and edits subset of IT contract documents;

Staff 1 - Reviews subset of IT authorization letters and suggests/makes edits; signs authorization letter; reviews and edits subset of IT contract documents;

Staff 1 - Reviews subset of IT authorization letters and suggests/makes edits; signs authorization letter; reviews and edits subset of IT contract documents;

INVESTMENTS

Investments Attorney 1 – Reviews and approves contract language in Investments contracts; drafts authorization letter; signs authorization letter; reviews and edits contract documents; needs read access to all Investments contracts in the repository; needs reporting capabilities for Investments contracts;

Investments Attorney 2 – Reviews and approves contract language in Investments contracts; drafts authorization letter; signs authorization letter; reviews and edits contract documents; needs read access to all Investments contracts in the repository; needs reporting capabilities for Investments contracts;

Chief Investment Officer – signs authorization letter for all Investments contracts; has signing authority for Investments contracts but in most cases the Executive Director signs the contracts;

Deputy Chief Investment Officer – When delegated by the Chief Investment Officer, signs Investment contracts and authorization letters. For some Investments contract, drafts authorization letters, reviews and edits contract documents, signs authorization letter;

Director 1 - For a subset of Investments contracts, drafts authorization letters; reviews and edits contract documents; signs authorization letters; needs read access to a subset of Investments contracts in the repository; needs reporting capabilities for a subset of Investments contracts in the repository;

Director 2 - For a subset of Investments contracts, drafts authorization letters; reviews and edits contract documents; signs authorization letters; needs read access to a subset of

Investments contracts in the repository; needs reporting capabilities for a subset of Investments contracts in the repository;

Director 3 - For a subset of Investments contracts, drafts authorization letters; reviews and edits contract documents; signs authorization letters; needs read access to a subset of Investments contracts in the repository; needs reporting capabilities for a subset of Investments contracts in the repository;

Director 4 - For a subset of Investments contracts, drafts authorization letters; reviews and edits contract documents; signs authorization letters; needs read access to a subset of Investments contracts in the repository; needs reporting capabilities for a subset of Investments contracts in the repository;

Director 5 - For a subset of Investments contracts, drafts authorization letters; reviews and edits contract documents; signs authorization letters; needs read access to a subset of Investments contracts in the repository; needs reporting capabilities for a subset of Investments contracts in the repository;

Staff 1 – For a subset of Investments contracts, drafts authorization letter; reviews and edits contract documents;

Staff 2 – For a subset of Investments contracts, drafts authorization letter; reviews and edits contract documents;

Staff 3 – For a subset of Investments contracts, drafts authorization letter; reviews and edits contract documents;

Staff 4 – For a subset of Investments contracts, drafts authorization letter; reviews and edits contract documents;

Staff 5 – For a subset of Investments contracts, drafts authorization letter; reviews and edits contract documents;

Staff 6 – For a subset of Investments contracts, drafts authorization letter; reviews and edits contract documents;

Staff 7 – For a subset of Investments contracts, drafts authorization letter; reviews and edits contract documents;

Staff 8 – For a subset of Investments contracts, drafts authorization letter; reviews and edits contract documents;

Staff 9 – For a subset of Investments contracts, drafts authorization letter; reviews and edits contract documents;

Staff 10 – For a subset of Investments contracts, drafts authorization letter; reviews and edits contract documents;

Staff 11 – For a subset of Investments contracts, drafts authorization letter; reviews and edits contract documents;

FINANCE

Chief Financial Officer - reviews Finance contract authorization letters and suggests/makes edits; signs authorization letter for all contracts that include INPRS expenditures and confirms items are correctly budgeted; reviews and edits some Finance contract documents;

Chief Actuary - For actuarial services contracts, reviews authorization letter; reviews and edits contract documents.

Financial Specialist – Budget – receives copies of all executed authorization letters and contracts.

STRATEGIC INITIATIVES

Chief Strategic Initiative Officer - reviews Strategic Initiatives authorization letters and suggests/makes edits; signs authorization letter for all contracts in the Strategic Initiatives budget; reviews and edits some Strategic Initiatives contract documents;

Staff 1 - reviews Statements of Work and contracts for some of INPRS's strategic vendors letters and suggests/makes edits; communicates with the vendors during the contract drafting phase; needs read access strategic vendor contracts in the repository; needs reporting capabilities for a strategic vendor contracts in the repository;

Staff 2 - reviews Statements of Work and contracts for some of INPRS's strategic vendors letters and suggests/makes edits; communicates with the vendors during the contract drafting phase; needs read access strategic vendor contracts in the repository; needs reporting capabilities for a strategic vendor contracts in the repository;

Staff 3 - reviews Statements of Work and contracts for some of INPRS's strategic vendors letters and suggests/makes edits; communicates with the vendors during the contract drafting phase; needs read access strategic vendor contracts in the repository; needs reporting capabilities for a strategic vendor contracts in the repository;

Staff 4 - reviews Statements of Work and contracts for some of INPRS's strategic vendors letters and suggests/makes edits; communicates with the vendors during the contract drafting phase; needs read access strategic vendor contracts in the repository; needs reporting capabilities for a strategic vendor contracts in the repository;

OPERATIONS

Chief Benefits Officer - reviews Operations authorization letters and suggests/makes edits; signs authorization letter for all contracts in the Operations budget; reviews and edits some Operations contract documents;

Staff 1: For some Operations contracts, drafts authorization letter; reviews and edits contract documents.

HR

Chief Human Resources Officer - reviews HR contract authorization letters and suggests/makes edits; signs authorization letter for all contracts in the HR budget; reviews and edits some HR contract documents;

Staff 1: For some HR contracts, drafts authorization letter; reviews and edits contract documents.

COMMUNICATIONS

Chief Communications Officer - reviews Communications contract authorization letters and suggests/makes edits; signs authorization letter for all contracts in the Communications budget; reviews and edits some Communications contract documents;

Staff 1: For some Communications contracts, drafts authorization letter; reviews and edits contract documents.

INTERNAL AUDIT

Chief Audit & Risk Officer - reviews Internal Audit contract authorization letters and suggests/makes edits; signs authorization letter for all contracts in the Internal Audit budget; reviews and edits some Internal Audit contract documents;

Auditor 1: needs read access to all contracts in the repository; needs reporting capabilities for all contracts in the repository.

Auditor 2: needs read access to all contracts in the repository; needs reporting capabilities for all contracts in the repository