



**REQUEST FOR PROPOSALS (“RFP”) for  
PEOPLESOFT PENSIONS AND ORACLE EBUSINESS SUITE MANAGED SERVICES  
AND SUPPORT**

**RFP NUMBER 13-06**

**RELEASE DATE: July 15, 2013  
DEADLINE FOR INQUIRIES: July 29, 2013 BY 3:00 PM EDT  
DEADLINE FOR SUBMISSION: August 16, 2013 BY 3:00 PM EDT**

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## **SECTION 1 – INTRODUCTION**

### **1.1 Title**

Request for Proposals (“RFP”) for the Indiana Pension Administration System (“INPAS”) and Oracle eBusiness Suite (“EBS”) Managed Services and Support for the Indiana Public Retirement System (“INPRS” or the “System”)

### **1.2 Overview of Request for INPAS and EBS Managed Services and Support**

INPRS is soliciting proposals from all qualified firms who wish to be a partner organization with INPRS and be considered as a vendor to provide INPAS and EBS Managed Services and Support described in Section 3 - Scope of Services.

INPRS seeks to partner with a qualified firm to provide support for two environments, our INPAS system which runs the Oracle PeopleSoft Pensions module and for our Oracle eBusiness Suite products. INPRS will handle all calls through our Tier I Service Desk and will have one to two individuals on staff to handle basic Tier II support for the environments. The partner firm(s) would then have an organization in place to assist us with in depth configuration, business support, application DBA support, interface support and enhancements work as necessary for the two environments. INPRS hosts these environments in the cloud and provides all operational support for the environments. The INPAS system is new to INPRS and is scheduled to go live in October 2013 so INPRS seeks to have a partner organization in place to begin support at that time. EBS is currently in place and a transition plan can be mutually established. Work volumes are fluid or not yet available so INPRS is looking to the experience of potential vendors to help size the services necessary to provide adequate support.

### **1.3 INPRS Background**

#### **1.3.1 History**

INPRS is 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. The State of Indiana officially approved the merger of the Public Employees’ Retirement Fund (“PERF”) board and the Indiana State Teachers’ Retirement Fund (“TRF”) board into one legal entity, INPRS, in 2011.

INPRS administers seven Defined Benefit (“DB”) plans. PERF, effective July 1, 1945, was initially created to provide pension benefits for Indiana residents who chose to work for the State of Indiana. Since then, the following five additional funds have been created:

- 1977 and 1985 Judges' Retirement System ("JRS");
- 1977 Police Officers' and Firefighters' Pension and Disability Fund ("1977 Fund");
- State Excise Police, Gaming Agent, Gaming Control Officer and Conservation Enforcement Officers' Retirement Plan ("C&E Plan");
- Legislators' Retirement System ("LRS");
- Prosecuting Attorneys' Retirement Fund ("PARF")

INPRS also administers TRF, created in 1921 by the Indiana General Assembly. TRF provides retirement benefits for public school teachers and other teaching professionals who work for state-funded institutions, such as colleges and universities.

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

### **1.3.2 Role**

INPRS is responsible for receiving contributions from participating Employers and Members, investing those funds in a prudent manner, and paying benefits to qualifying Members of the seven plans. Services offered are fairly uniform across each of the seven funds, with certain exceptions based on the provisions that govern the specific plan.

Retirement benefits are based on creditable service and consist of a defined benefit pension plus an Annuity Savings Account ("ASA") for PERF and TRF only. The defined benefit pension is a lifetime monthly retirement benefit funded by Employers. The ASA is an individual account funded by a mandatory contribution from either the Member or Employer. Members may also choose to make voluntary pre- and/or post-tax contributions to the ASA.

### **1.3.3 Member Base**

PERF's member base (which includes PERF, JRS, 1977 Fund, C&E Plan, LRS, and PARF) consists of approximately 310,000 members, including about 80,000 benefit recipients. PERF and the 1977 Fund are both multiple-employer retirement plans with a total of approximately 1,100 participating employers statewide. All other plans administered by PERF are plans sponsored by a single employer: the State of Indiana.

TRF provides benefits to more than 140,000 members, including 50,000 benefit recipients from about 370 participating employers. Defined benefit funding for members hired before July 1, 1995, is on a "pay as you go" basis, and allocations for benefits are appropriated annually by the legislature. For members hired on or after July 1, 1995, individual employers fund the benefits with actuarially determined contributions.

## 1.4 Issuer

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

## 1.5 Contacts

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

## 1.6 Inquiries about the RFP for INPRS

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

Stanton Lanman  
Procurement Officer  
procurements@inprs.in.gov

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

If it becomes necessary to revise any part of this RFP or provide additional interpretation of a provision, an addendum will be posted to the INPRS website prior to the due date for proposals. If such addendum issuance is necessary, the Procurement Officer 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 **received** at the address below **no later than August 16, 2013 at 3:00 PM EDT**. Each Respondent must submit one hard copy and two electronic copies (preferably PDF) of your response on CD. Please mark one of the electronic responses as an original. This electronic copy labeled original will be considered the official submission. The proposal must be clearly marked "Response to RFP 13-06 for INPAS and EBS Managed Services and Support" and addressed/delivered to:

Stanton Lanman

Procurement Officer  
Indiana Public Retirement System  
One North Capitol, Suite 001  
Indianapolis, IN 46204

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

## **1.8 Modification or Withdrawal of Offers**

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

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

## **1.9 Confidential Information**

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

### **1.10 RFP Response Costs**

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

### **1.11 Proposal Life**

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

### **1.12 Taxes**

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

### **1.13 Secretary of State Registration**

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

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

for the necessary registration application form, or it can be accessed via the internet at <http://www.in.gov/sos/>. 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 has 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 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:

<b>ACTIVITY</b>	<b>EXPECTED DATE</b>
Release RFP	July 15, 2013
Respondent's Inquiry Period Ends	July 29, 2013
Answers to Inquiries Provided	August 5, 2013
Respondent RFP Submissions Due	August 16, 2013
Finalist Presentation	Week of August 26, 2013
Vendor Supports Applications Target Date	October 7, 2013

## **SECTION 2 – PROPOSAL CONTENT REQUIREMENTS**

### **2.1 General Instructions**

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

A complete proposal will include the following:

- Hard copy submission of a transmittal letter (with the information in *Section 2.2* of this RFP).
- Hard copy submission of a business proposal (with the information and attachments described in *Section 2.3* of this RFP).
- Hard copy submission of a fee proposal (with the information in *Section 2.4* of this RFP).
- Original electronic copy on CD, two additional electronic copies, and one hard copy.

### **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 Vendor**

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' standard contract clauses.

### **2.2.4 Signature of Authorized Representative**

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

### **2.2.5 Other Information**

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

## **2.3 Business Proposal**

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

### **2.3.1 Executive Summary**

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

### **2.3.2 Relevant Experience**

The Respondent should include a list of at least three clients for whom the Respondent has provided services in the last five years that are the same or similar to those services requested in this RFP. Any public sector retirement plan clients are preferred. Referenced clients must be clients who have been serviced by the proposed team.

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

<b>REFERENCE</b>	
<b>Client Name</b>	
<b>Client Address</b>	
<b>Primary Contact Name</b>	
<b>Primary Contact Title</b>	
<b>Primary Contact Phone Number</b>	
<b>Number of Years as a Client</b>	
<b>Services Provided</b>	

### **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:

- Provide a description of the company, including the following information:
  - When the company was established
  - Number of employees
  - Locations of corporate offices
- Legal entity that will be contracting to provide the services outlined in the RFP  
Indicate how long the Respondent has been providing proposed services to clients
- State whether parts of the proposed services are to be provided by a subcontractor/partner and describe the relationship with the proposed subcontractor/partner and subcontractor/partner role in providing these services
- Confirm that INPRS will contract with only one party who will be held accountable for all performance-related issues, including liability and the payment of liquidated damages for all services that become part of the final contract

#### **i. Personnel**

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

- List all resources proposed for the proposal. Proposers must list the key staff, as well as additional staff needed to fulfill this RFP. Proposers must provide resumes of staff that will be actively engaged and not representative resumes. INPRS reserves the rights to interview, screen, and approve or deny all resources proposed for the assignment.

- Provide an organizational chart for this proposal, showing the Proposer's team and how it will interact with INPRS. Also, include a narrative describing the organization and interactions.

**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. Finally, if available, please provide a copy of the Respondent's most recent quality assurance or peer review report. If none of these options are available, please note this in the proposal.

**iv. Subcontractors**

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

**2.3.4 Contract**

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

**2.3.5 Assumptions**

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

## **2.4 Fee Proposal**

Please provide detail on your proposed fees. Fees must be submitted in U.S. dollars. The Services detailed in SECTION 3 – SCOPE OF SERVICES of this RFP are the basis for the proposed fees. The proposed fees shall include all costs for providing Services to INPRS as described and shall be guaranteed through the contract term. The basic fee approach should include a fixed component for base support, a block of hours for general enhancements, and a rate card for project work. Creativity in alternative pricing is encouraged to align with the creativity of the proposed solution. Please include basic assumptions that your fee structure was based upon for INPRS understanding of the pricing model used. Payment of fees shall be in arrears.

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

## SECTION 3 – SCOPE OF SERVICES

This section defines the Scope of Services desired for this managed services and support initiative, including the service environment, service descriptions with roles and responsibilities, service level requirements (SLRs) and desired reporting needs of INPRS.

### 3.1 Response Instructions

The Scope of Services are defined and detailed in two (2) major service areas and are defined/described in the following fashion (including RFP section reference):

1. 3.5 - INPAS Managed Services and Support (which includes)
  - 3.5.1 Current Business Environment
  - 3.5.2 Current Technical Environment
  - 3.5.3 Patches/Fixes
  - 3.5.4 Expertise and Qualifications
  - 3.5.5 Specific Service Provider Questions: PeopleSoft Pension
2. 3.6 – EBS Managed Services and Support (which includes)
  - 3.6.1 Current Environment
  - 3.6.2 Patches/Fixes
  - 3.6.3 Expertise and Qualifications
  - 3.6.4 Specific Service Provider Questions: Oracle E-Business Suite

Service Providers may submit proposals for one (1) or both of the above service areas but not selected or individual subsections within either service area. Section 3.7 addresses common services that are required for one (1) or both of the above service area. Service Provider should address the items in each of the subsections above and any questions identified at the end of the subsection in the proposal.

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

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

- Understanding, acceptance and role you play in the goals and critical success factors stated in this RFP.
- Proposed organizational structure.
- Identification of key personnel proposed for the assignment. Please include resumes of all key personnel.
- Estimated INPRS resources Service Provider assumes are required for your specific proposal/solution both in number and skill sets required or expected.
- The repeatable methodology, approach and/or process used to implement the services requested including scheduled reporting requirements and tools employed.
- Answers to specific questions posed in each service category integrated into the overall response for each service area.
- Any exceptions to the stated requirements and content of this RFP. A brief explanation of the exception and why.

In addition to responding directly to the requests in this RFP, Service Providers are encouraged to propose alternatives that they feel are in the best interest of both parties, which may improve INPRS technology environment - e.g., providing services from remote locations (i.e., Service Provider-owned or co-located facilities).

### **3.2 Roles & Responsibilities Tables**

For all “Roles & Responsibilities” tables contained within the Scope of Services section of this RFP, a “P” indicates primary responsibility and an “S” indicates secondary (or backup) responsibility; “SP” denotes the Service Provider.

### **3.3 Managed Services Goals and Critical Success Factors**

The following success factors ensure the Service Provider is providing services in an optimal manner and maintaining a productive and satisfying working relationship with INPRS.

- Maintain and enhance a service level standard for in-scope application support issues tied to criticality of need.
- Provide accurate estimates for application configuration, enhancement, and development activities.
- Provide best practice project management techniques for all managed services activities.
- Manage application performance to ensure optimum throughput.
- Continually measure customer satisfaction for all managed services activities.

### **3.4 Current Managed Services Environment**

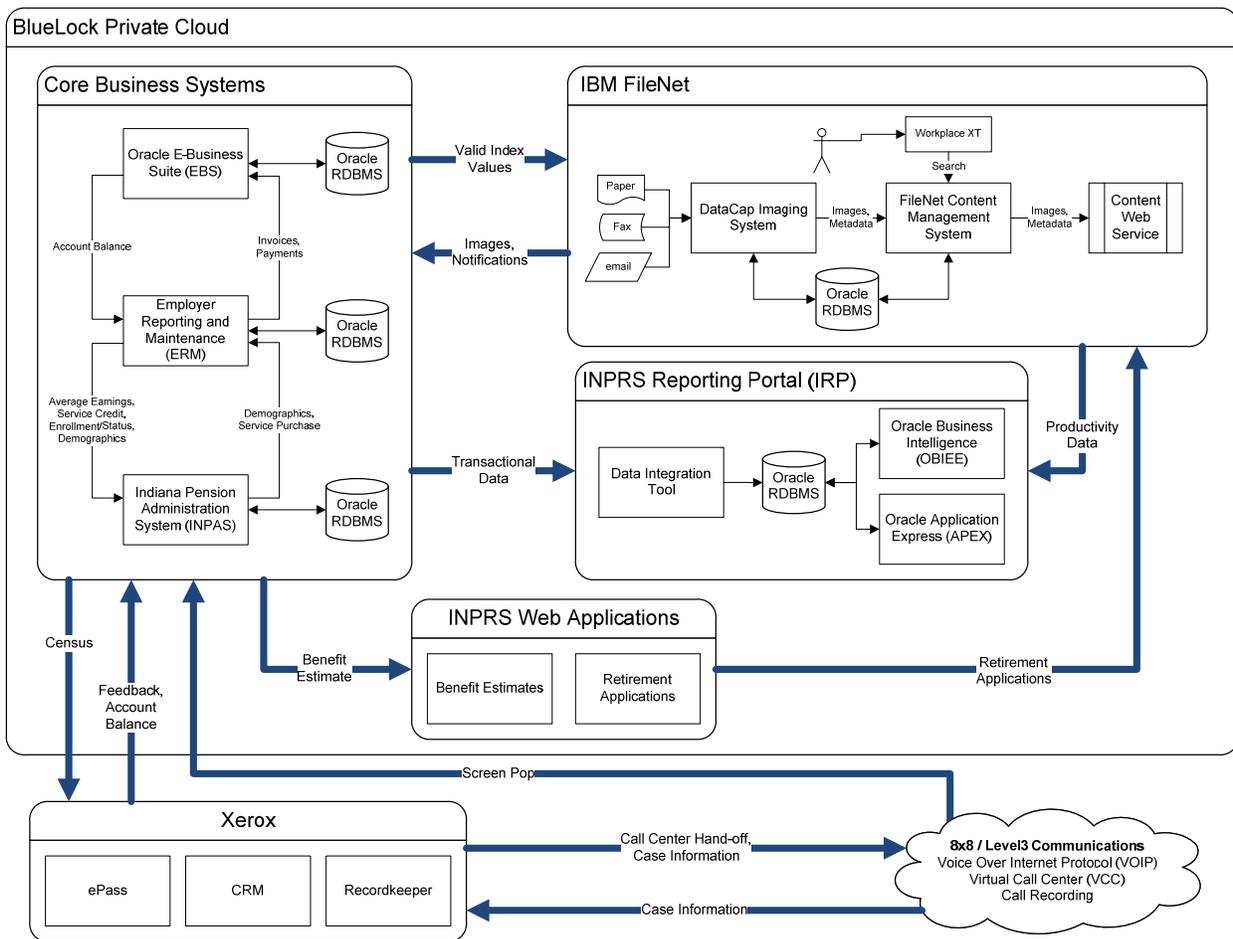
The overall goal for the in-scope managed services environment is to provide high quality customer service in a cost-effective manner. INPRS is looking for Service Providers that are innovative in recommending how these services will be provided. A key goal for INPRS is to ensure that existing applications continue to function effectively and meet the needs of its

employees and constituents.

Managed services include the activities associated with the configuration, maintenance, interface enhancement, development and support of the in-scope applications, including: support and administration of the base application package; application of vendor patches; modifications for limited improvements in functionality or troubleshooting; new application development; development of minor enhancements required to meet all functional, regulatory and legal requirements; general support such as providing end-users with answers to basic questions regarding those applications, and any related application related database administration/maintenance activities.

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

### INPRS Enterprise Context Diagram



### 3.5 Scope of Services: INPAS Managed Services

This section defines the Indiana Pension Administration System (INPAS) application

environment, and service descriptions with roles and responsibilities for the support, configuration and administration of the application package, application of vendor patches, and provision of application enhancements, development, and maintenance supporting the PeopleSoft Pension application at INPRS.

### **3.5.1 Current Business Environment**

INPRS administers and manage the following plans:

- Public Employees' Retirement Fund
- Teachers' Retirement Fund
- Prosecuting Attorneys' Retirement Fund
- 1977 Police Officers' and Firefighters' Pension and Disability Fund
- Legislators' Retirement System
- Judges' Retirement System
- State Excise Police, Gaming Agent, Gaming Control Officer and Conservation Enforcement Officers' Retirement Plan

INPRS also oversees three non-retirement funds including the Pension Relief Fund, the Public Safety Officers' Special Death Benefit Fund and the State Employees' Death Benefit Fund.

The following are approximate statistics:

- 200 internal INPRS staff users of the INPAS application
- 450,000 Members - total consisting of active, inactive and retired
- 230,000 Members - active
- 90,000 Members - inactive
- 130,000 Retirees
- 130,000 Pension Payments processed monthly
- 10,000 New Payee Inceptions (Retirements) processed on an annual basis, including approximately 500 disability retirements
- 1,500 Employers Reporting to INPRS via ERM Web Application

### **3.5.2 Current Technical Environment**

INPAS consists of a standalone instance of the PeopleSoft Pension Administration module. It is not integrated with the full HR or other PeopleSoft modules. Instead, the demographic, payroll, and job data are communicated to PeopleSoft Pension through the Employer Reporting and Maintenance (ERM) system.

Therefore, the only PeopleSoft module in-scope is the PeopleSoft Pension Administration

module. In order to use the Pension Administration processes, certain underlying tables of the Human Capital Management (HCM) Suite including, but not limited to HR, Base Benefits and eBenefits are necessary and populated.

The primary technologies and entities that interact directly with PeopleSoft Pension are listed below.

- *ERM*: Employer Reporting and Maintenance (ERM) is a custom developed wages and contributions collections system. All employers who report contributions to one of the INPRS Funds are required to report these contributions electronically. ERM was developed to serve as the tool for reporting these contributions to INPRS and to help make employers' interactions with INPRS less complex and more efficient. The ERM application allows employers to maintain employer-related information, enroll new members, maintain member information, and submit wage and contribution data for each member, all in one location.
- *EBS*: Oracle eBusiness Suite (EBS) is INPRS' financial management application. INPRS utilizes EBS to perform the financial management functions for the organization (e.g., accounts payable, accounts receivable, budgeting, forecasting, cash management, loan processing, etc.).
- *ASA Recordkeeping*: Xerox is contractually responsible for providing ASA Recordkeeping Services to INPRS. This includes Xerox ownership of INPRS' ASA accounts, including transaction processing, daily valuations, and additional allocation options, as well as INPRS' pension payroll and processing functions for DB (e.g., loans, printing checks, calculating and payment of withholding taxes, 1099 form processing, etc.).
- *Member Self Service*: Member Self Service works in conjunction with the INPRS/Xerox web portal to provide self-service functionality for INPRS members. This functionality includes accessing demographic data, performing benefit calculations, initiating retirement, and calculating the cost of service purchases. The INPRS website also has internal employee user functionality (INPRS Web) that includes a call management system that integrates with INPAS, provides bulk estimates for employees to run, etc.
- *Imaging*: PeopleSoft Pension exchanges information with the defined imaging application utilizing IBM FileNet P8. Images related to benefit forms and other member transactions are stored in this imaging system.
- *INPRS Reporting Portal (IRP)*: Oracle Business Intelligence Enterprise Edition (OBIEE) pulls data from PeopleSoft and a number of INPAS reports for delivery to IRP.

The following summarizes components of the INPRS PeopleSoft Pensions implementation:

- Minor customizations to core COBOL codebase

- Approximately 100 non-core COBOL customizations
- 11 PeopleSoft Pension Worklists
- 2 PeopleSoft Checklist types with a total of 50 checklists
- 10 PeopleSoft Delivered Reports, 50 Customized Reports

### **3.5.3 Patches/Fixes**

Service Provider will apply bundled application updates and fixes for the PeopleSoft Enterprise Applications released by Oracle. Individual patches will not be applied unless it has been determined that the day-to-day progress will be materially impeded if the patch is deferred until the next bundled release. Minor PeopleTools upgrades, defined as releases with a change to the second decimal place of the version (e.g., 8.51); will also be applied when they are made available for general release.

The Environment Management Hub (EM Hub) is used to gather environment information including licensed products, maintenance history and upload it to Oracle. EM Hub provides:

- A GUI Interface for installing, applying and synchronizing system patches and modifications across multiple environments.
- Installation of a series of patches in multiple environments with minimal user intervention through automated patch installation.
- Verification of prerequisites and determines the order to apply the software updates.
- Application of software updates with minimal user intervention, following the delivered PeopleSoft Change Assistant templates.
- A complete history of all software updates applied to each environment.

### **3.5.4 Expertise and Qualifications**

The Service Provider should discuss its expertise and qualifications to do the following:

- INPAS Planning and Analysis
  - a. Conduct analyses of INPRS needs for INPAS development.
    - Conduct interviews with key INPRS personnel and/or clients.
    - Examine and documenting current and planned business processes.
    - Document technical and business requirements.
    - Design data architecture and design consulting and planning.
  - b. Jointly develop an INPAS strategic plan with INPRS which may include the phasing and prioritization of projects.
  - c. Document recommended policy, guidelines and procedures including administration, INPAS maintenance, operations, and security.
- INPAS Application Administration and Development

Application administration and development services cover the PeopleSoft Pension application and include the administration of the base application package, patching, and development of new functionality as well as enhancements and upgrades to the existing application. The qualified vendor(s) must also be well versed in configuration of the application from both technical and business process perspectives. Vendor should also:

- a. Train appropriate INPRS personnel in INPAS applications, including but not limited to data maintenance procedures, maintenance, use and support.
- b. Efficiently manage vendor patches by planning, applying to appropriate environments, and following procedures for promotion to production
- c. Project manage INPAS application development and integration including: monitor schedules and deliverables, quality assurance, and communications.
- INPAS Application Architecture Support
  - a. Manage the day-to-day support of the enterprise INPAS applications and services.
  - b. Serve as subject matter expert to other development partners as well as enterprise project teams with regard to utilization of INPAS managed services and integrations.
  - c. Interact with other service providers (e.g. data center – Bluelock).

INPAS Information Services & Responsibilities	SP	INPRS
1. Establish and maintain a PeopleSoft Pension strategic plan and an annual work plan.	X (S)	X(P)
2. Establish and maintain policies, guidelines, and procedures governing the delivery of PeopleSoft Pension services. To include licensing, administration, and security.	X (S)	X(P)
3. Review preventative maintenance releases and fixes, service packs, and other program services provided by PeopleSoft to assess impact to other systems (e.g. Will this change require a change in other INPRS systems?).	X (S)	X(P)
4. Install/apply preventative maintenance releases and fixes, service packs, and other program services provided by PeopleSoft to ensure proper operation of installed software.	X	
5. Provide software training to appropriate INPRS staff.	X	
6. Through established prioritization processes, design, develop, test, and implement application updates and changes.	X	
7. Ensure that all software, data, and application maintenance activities conform to configuration management and change control processes.	X	

INPAS Information Services & Responsibilities	SP	INPRS
8. Take Tier II and III Service Desk calls and appropriately address issues.	X	
9. Monitor transactions logs to ensure that daily, weekly and monthly batch processing successfully completes. Notify and take corrective action if/when issues occur.	X(P)	X(S)

### 3.5.5 Specific Service Provider Questions: PeopleSoft Pension

1. Explain your organizations experience with PeopleSoft Pension strategic planning as well as any follow-up studies that evaluated the success of those strategic efforts.
2. Describe how your organization will ensure that INPRS will receive the full benefits of PeopleSoft Pension software upgrades and advancements in technology. Please explain your creative approach not only to management of the upgrade process but also the determination of the value proposition which would support such an upgrade.
3. Describe the three most relevant, preferably in public-sector, PeopleSoft Pension development or integration engagements that your organization has completed.
  - a. For each engagement cited above, describe specific aspects of the project that you now wish had been different or that you consider “lessons learned”.
  - b. Again, for each engagement cited above, describe the aspects of the project that you are especially proud of or would like to see incorporated in future initiatives.
4. Describe your methodology for managing the day-to-day support of the enterprise PeopleSoft Pension infrastructure and applications.
5. Describe your strategy for providing application patch management.
6. With regard to emerging PeopleSoft Pension technology trends, please describe those that you feel to be the most promising for environments such as INPRS. Please be specific not only to the technology trends themselves but also in how you would propose that we utilize them.
7. Does the Respondent have experience supporting integration between PeopleSoft Pension and Oracle E-Business Suite and/or additional customized and COTS applications? Please detail all integrations Respondent has supported in alignment with PeopleSoft Pensions.
8. Does the Respondent have experience supporting PeopleSoft Pension for a hybrid plan (having both a defined benefit/pension as well as a defined contribution “401-k like” plan provision like the INPRS ASA for PERF/TRF/1977 Fund?
9. Does the Respondent have experience in an environment where hardware and network are hosted or provided by a third party? Please detail all applicable experience.

## **3.6 Scope of Services: EBS Managed Services**

This section defines the Oracle E-Business Suite (EBS) application environment, and service descriptions with roles and responsibilities for the provision of application configuration, enhancement, development, and maintenance supporting the Oracle EBS applications at INPRS.

### **3.6.1 Current Environment**

EBS consists of a collection of integrated applications that have been acquired from Oracle. The software utilizes Oracle's core Oracle relational database management system technology. INPRS utilizes the following applications within the E-Business Suite:

- General Ledger
- Cash Management
- Payables
- Receivables
- Purchasing
- Loans
- Payments

INPRS primarily utilizes EBS to perform the financial management functions for the organization (e.g., accounts payable, accounts receivable, budgeting, forecasting, cash management, loans, etc.).

The primary technologies and entities that interact directly with EBS are the ERM system, custodians, and banks. The environment is made up of the following:

- Red Hat Enterprise Linux Server release 5.9 (Tikanga)
- Oracle Application - 12.1.3
- Oracle Database - 11g Enterprise Edition Release 11.2.0.2.0-64 bit Production
- Workflow Version with Apps - 2.6.0
- Apache Version - Server version Oracle-Application-Server-10g/10.1.3.4.0  
Oracle -HTTP Server
- Forms & reports - Report Builder: Release 10.1.2.3.0-Production
- Oracle Jinitiator - 1.6.0\_v24

### **3.6.2 Patches/Fixes**

Service Provider will apply bundled application updates and fixes for the Oracle E-Business Suite. Individual patches will not be applied unless it has been determined that the day-to-day progress will be materially impeded if the patch is deferred until the next bundled release. Minor Oracle E-Business Suite upgrades, defined as releases with a

change to the second decimal place of the version (e.g., 8.51); will also be applied when they are made available for general release.

### 3.6.3 Expertise and Qualifications

The Service Provider should be able to discuss its expertise and qualifications to do the following:

- EBS Planning and Analysis
  - a. Conduct analyses of INPRS needs for EBS development.
    - Conduct interviews with key EBS personnel and/or clients.
    - Examine and documenting current and planned business processes.
    - Document technical and business requirements.
    - Design data architecture and design consulting and planning.
  - b. Jointly develop an EBS strategic plan with INPRS which may include the phasing and prioritization of projects.
  - c. Document recommended policy, guidelines and procedures including administration, EBS maintenance, operations, and security.
- EBS Application Development
 

Application development services cover the Oracle E-Business Suite applications and include the development of new functionality as well as enhancements and upgrades to the existing application. The qualified vendor(s) must also be well versed in configuration of the application from both technical and business process perspectives. Vendor should also:

  - a. Train appropriate INPRS personnel in EBS applications, including but not limited to data maintenance procedures, maintenance, use and support.
  - b. Project manage EBS application development and integration including: monitor schedules and deliverables, quality assurance, and communications.
- EBS Application Architecture Support
  - a. Manage the day-to-day support of the enterprise EBS applications and services.
  - b. Serve as subject matter expert to other development partners as well as enterprise project teams with regard to utilization of EBS managed services and integrations.
  - c. Interact with other service providers (e.g. data center – Bluelock).

EBS Information Services & Responsibilities	SP	INPRS
1. Establish and maintain an EBS strategic plan and an annual work plan.	X (S)	X(P)
2. Establish and maintain policies, guidelines, and procedures governing the delivery of EBS services. To include licensing, administration, and security.	X (S)	X(P)

EBS Information Services & Responsibilities	SP	INPRS
3. Review preventative maintenance releases and fixes, service packs, and other program services provided by Oracle to assess impact to other systems (e.g. Will this change require a change in other INPRS systems?).	X (S)	X(P)
4. Install/apply preventative maintenance releases and fixes, service packs, and other program services provided by Oracle to ensure proper operation of installed software.	X	
5. Provide software training to appropriate INPRS staff.	X	
6. Through established prioritization processes, design, develop, test, and implement application updates and changes.	X	
7. Ensure that all software, data, and application maintenance activities conform to configuration management and change control processes.	X	
8. Take Tier II and III Service Desk calls and appropriately address issues.	X	
9. Monitor transactions logs to ensure that daily, weekly and monthly batch processing successfully completes. Notify and take corrective action if/when issues occur.	X(P)	X(S)

### 3.6.4 Specific Service Provider Questions: Oracle E-Business Suite

1. Explain your organizations experience with Oracle E-Business Suite strategic planning as well as any follow-up studies that evaluated the success of those strategic efforts.
2. Describe how your organization will ensure that INPRS will receive the full benefits of Oracle E-Business Suite software upgrades and advancements in technology. Please explain your creative approach not only to management of the upgrade process but also the determination of the value proposition which would support such an upgrade.
3. Describe the three most relevant, preferably in public-sector, Oracle E-Business Suite development or integration engagements that your organization has completed.
  - a. For each engagement cited above, describe specific aspects of the project that you now wish had been different or that you consider “lessons learned”.
  - b. Again, for each engagement cited above, describe the aspects of the project that you are especially proud of or would like to see incorporated in future initiatives.
4. Describe your methodology for managing the day-to-day support of the enterprise Oracle E-Business Suite applications.

5. Describe your strategy for providing application patch management.
6. With regard to emerging Oracle E-Business Suite technology trends, please describe those that you feel to be the most promising for environments such as INPRS. Please be specific not only to the technology trends themselves but also in how you would propose that we utilize them.

### 3.7 Common Application Development, Maintenance and Support Requirements

The following activities are within the scope of applications services.

#### 3.7.1 Account Management, Governance and Reporting

The Service Provider is to implement a management structure to facilitate communications between the Service Provider and INPRS and to address and resolve concerns escalated by either the Service Provider or INPRS. Routine meetings and reporting processes must be defined to ensure a smooth interface and timely resolution of issues.

The INPRS IT Division will administer the relationship with the Service Provider. INPRS will define interfaces as appropriate, such that INPRS’s single points of contact are defined for each service obtained from the Service Provider. INPRS requires a single interface to coordinate the delivery of all services from the Service Provider.

The Service Provider will perform services and activities associated with reporting on the ongoing status of the service environment. The Service Provider is to assemble and create regular reports on the performance of outsourced functions in order to assist in the effective management of the Service Agreement and enable continuous improvement of the in-scope services that INPRS receives. Reports must be compiled and distributed to INPRS management in agreed upon electronic and paper formats. Reports must be compiled and published on all functions, including performance, SLRs, and cost management. These reports must include the measurement of the Service Provider’s actual performance against the required service levels. INPRS seeks a Service Provider that will operate under the principles of full financial and operational disclosure to INPRS with respect to the service agreement and the parties’ relationship. INPRS expects the Service Provider to accommodate management’s decisions on reporting formats, content and frequency.

The following table identifies (but is not limited to) the underlying roles and responsibilities associated with account management reporting services.

<b>Account Management Reporting Roles and Responsibilities</b>	<b>SP</b>	<b>INPRS</b>
1. Develop and document account management/reporting requirements and policies.	<b>X (S)</b>	<b>X (P)</b>

<b>Account Management Reporting Roles and Responsibilities</b>	<b>SP</b>	<b>INPRS</b>
2. Develop and document account management reporting procedures.	<b>X</b>	
3. Approve account management reporting procedures.		<b>X</b>
4. Develop and document criteria and formats for administrative, service activity and service level reporting.	<b>X (P)</b>	<b>X (S)</b>
5. Develop and implement customer satisfaction program for tracking the quality of service delivery to INPRS. Coordinate program with other Service Providers (if necessary).	<b>X (P)</b>	<b>X (S)</b>
6. Measure, analyze, and report system and service performance relative to requirements.	<b>X</b>	
7. Prepare performance and other service level reports and provide as scheduled.	<b>X</b>	
8. Prepare and provide activities reports and others as defined.	<b>X</b>	
9. Prepare reports on statistics, root cause analysis and trends as requested.	<b>X</b>	
10. Develop plans and procedures to ensure financial transparency in operations.	<b>X</b>	
11. Provide any/all information required to satisfy audit requirements. This may include time spent actually sitting with an auditor in front of the system or DB.	<b>X</b>	

### **3.7.2 Specific Service Provider Questions: Account Management and Governance**

1. Describe your governance process and the management structure your organization intends to implement for managing its relationship with INPRS.
2. Describe how your organization monitors its performance of services. Provide examples of performance metrics, benchmarking techniques, and report content. Explain how performance monitoring is leveraged to promote continuous process improvement.
3. Describe your approach for ongoing communication with the customer base. Provide examples of newsletters, intranet communications, etc. you have used with clients to help manage change and set service expectations.

### **3.7.3 Transition Management**

The Service Provider is to implement an expeditious and seamless transition of services, without interruption, from the current services to those within the scope of this RFP. The transition plan should include, among other things, the manner in which the Service Provider will assume responsibility both during and after the transition period is completed of the service agreement for the following:

- The provision of services
- Assumption of major projects
- Management of assets and resources
- Communication with INPRS's departments
- Identification of contracts and licenses requiring cancellation or assignment to the extent practicable
- Subcontractor relationships and arrangements (if any).

The details and timing of the transition plan shall be included in the (to be negotiated) services agreement, based upon discussions with the Service Provider.

### **3.7.4 Specific Service Provider Questions: Transition Management**

1. Provide your organization's transition plan. The transition plan must include sections that identify the tasks, projected timeframes for the tasks, milestones, roles and responsibilities for INPRS and Service Provider personnel, and any major task contingencies.
2. Describe how your organization proposes to manage the transition of in-scope services to your organization.
3. Provide a plan for communicating to the customer base during the transition.
4. Describe your experience with managing the change from an existing structure to your company.
5. Describe how your organization proposes to establish, meet, or exceed service levels within 3 months of contract implementation.
6. Describe in detail your organization's experience in managing complicated transitions involving similar IT environments to INPRS.
7. Describe the anticipated impact that the transition will have on normal INPRS business operations. Identify the anticipated disruption that transition tasks will have on INPRS's normal work environment and how your organization will minimize and manage any disruption.
8. Describe your plan to make use of intellectual property.

### **3.7.5 Planning and Analysis**

Planning and analysis for application maintenance and support services involves those activities associated with the maintenance (or creation) of user, business and technical requirements and specifications to update or enhance INPRS in-scope application systems.

Planning and Analysis services to be performed by the Service Provider will include at a minimum:

- Requirements definition: Those activities associated with the assessment of user needs used to determine technical design;
- Design specifications: The development of the overall approach to satisfying the

application requirements, such as creating documentation that specifies all components, program modules, data stores, interfaces, interface components and associated operations procedures for the INPRS technical environment;

- Accurate and comprehensive project estimation

### 3.7.6 Application Requirements Definition

The Provider will perform the services and activities associated with the assessment of user needs and requirements for legacy systems. The following table identifies (but is not limited to) the underlying roles and responsibilities associated with application requirements definition activities.

<b>Requirements Definition Roles and Responsibilities</b>	<b>SP</b>	<b>INPRS</b>
1. Document business, functional and technical requirements in agreed upon formats.	<b>X(S)</b>	<b>X(P)</b>
2. Approve requirements definition documents.		<b>X</b>
3. Develop and maintain requirements traceability matrices.	<b>X (P)</b>	<b>X (S)</b>
4. Review and approve documented requirements traceability matrices.		<b>X</b>
5. Maintain and enhance a standard for prioritization and justification for all managed services requests and activities	<b>X(S)</b>	<b>X(P)</b>

### 3.7.7 Design Specifications

The following table identifies (but is not limited to) the underlying roles and responsibilities associated with application design specification activities.

<b>Design Specifications Roles and Responsibilities</b>	<b>SP</b>	<b>INPRS</b>
1. Create application design documents from business, functional and technical requirements.	<b>X</b>	
2. Approve design specifications procedures.		<b>X</b>
3. Develop logical and physical data models.	<b>X</b>	
4. Document and recommend implementation/development/technical options to INPRS.	<b>X</b>	
5. Select implementation/development approach to be followed.		<b>X</b>

### 3.7.8 Project Estimations

The Provider will perform services and activities associated with estimating the level of effort and cost of application maintenance and support assignments. The estimates should be completed within five (5) business days of a written request unless the time is extended by mutual agreement with INPRS, and there should be no cost to INPRS to

prepare estimates for additional work. The following table identifies (but is not limited to) the underlying roles and responsibilities associated with project estimating activities.

<b>Project Estimating Roles and Responsibilities</b>	<b>SP</b>	<b>INPRS</b>
1. Provide cost and schedule estimates, and impact analyses, for potential application enhancement and maintenance activities.	<b>X</b>	
2. Review and approve estimates and analyses.		<b>X</b>
3. Ensure that all approved projects are incorporated into the work plan update processes.	<b>X (S)</b>	<b>X (P)</b>
4. Incorporate all new projects into the prioritization processes.		<b>X</b>

### **3.7.9 Application Development**

Application development services are those activities involved in the in the creation of new applications, tools, web-services, and integrations. Additional services will also include modifications and enhancement to existing applications.

<b>Application Development Roles and Responsibilities</b>	<b>SP</b>	<b>INPRS</b>
1. Establish and adhere to applications development guidelines. These guidelines will establish technology framework and tool standards, integration standards, and code-reuse specifications	<b>X(S)</b>	<b>X(P)</b>
2. Maintain development and configuration management environment	<b>X</b>	
3. Manage the test environments and associated test data	<b>X</b>	
4. Perform prototype activities	<b>X</b>	
5. Perform actual application development coding	<b>X</b>	
6. Monitor application availability and thru-put usage	<b>X</b>	

### **3.7.10 Operations and Administration**

Operations and administration services are those activities associated with managing the in-scope managed services environment. Operations and administration services to be performed by the Provider include:

- Test and integration services to ensure that all individual program components configured with or added to the applications environment work together properly as a single system performing all of the intended functions.
- Assist with migration and implementation of new and upgraded application components to the production environment.
- Development of system and user documentation.

### 3.7.11 Database Administration

The Service Provider will jointly perform services and activities associated with the administration, maintenance, creation and support of existing and future databases. This includes, but is not limited to, such activities required for the responsibility of managing data, database performance, indexes, organization, space allocation, and data recovery and integrity at a physical level. The table below includes (but is not limited to) the following primary roles and responsibilities associated with database administration services.

<b>Database Administration Roles and Responsibilities</b>	<b>SP</b>	<b>INPRS</b>
1. Define and document authorization requirements for users, roles, schemas, etc. and approve change requests.	<b>X(S)</b>	<b>X(P)</b>
2. Define and document database data definition requirements for applications (tables, triggers, attributes, etc.).	<b>X</b>	
3. Define and document database creation, update and refresh requirements.	<b>X</b>	
4. Approve all documented requirements.		<b>X</b>
5. Create and update databases, incorporating defined authorization requirements in testing environments.	<b>X</b>	
6. Create and update databases, incorporating defined authorization requirements in UAT and production environments.		<b>X</b>
7. Define database performance enhancements to keep databases running at optimal performance across all environments.	<b>X(P)</b>	<b>X(S)</b>
8. Execute database performance enhancements in test environments.	<b>X</b>	
9. Execute database performance enhancements in UAT and production environments.		<b>X</b>
10. Open, track, and manage to resolution all application database problems with the appropriate database support organization.	<b>X(P)</b>	<b>X(S)</b>
11. Provide technical assistance and subject matter (e.g., data dictionary and data mapping) expertise to INPRS staff.	<b>X</b>	
12. Define and document database backup schedules, retention periods, and levels (i.e. full, incremental, or differential).		<b>X</b>
13. Maintain all appropriate database configuration files and provide information as required to the Service Desk. Provide second-level help desk support for database access problems.	<b>X(S)</b>	<b>X(P)</b>
14. Maintain documentation for all database instance parameters and system settings.	<b>X</b>	

### 3.7.12 Testing and Integration

The Provider will perform services and activities associated with the testing and integration of maintenance and enhancements, and development projects. The following table identifies (but is not limited to) the underlying roles and responsibilities associated with testing and integration activities.

Testing and Integration Roles and Responsibilities	SP	INPRS
1. Create test cases and test data.	X(S)	X(P)
2. Manage the test environments and associated test data from an applications perspective.	X	
3. Ensure that all testing activities conform to the requirements of defined Change Control procedures.	X	
4. Perform unit and system testing and document results.	X(P)	X(S)
5. Perform integration, stress, and regression testing and document results.	X(S)	X(P)
6. Perform data migration and data conversion tests.	X	
7. Review and approve results of all testing activities.		X
8. Develop and conduct user acceptance, quality assurance (QA) testing and document results.		X
9. Assist in conducting and documenting user acceptance and QA testing.	X	
10. Review testing results to identify variances between documented requirements and provided functionality and usability.	X	
11. Review testing results for compliance with policies, procedures, plans, and metrics (e.g. defect rates, progress against schedule, etc.).		X
12. Correct defects identified during the testing efforts.	X	
13. Prepare application(s)/module(s) for migration into INPRS production environment.	X	

### 3.7.13 Migration and Implementation

The Provider will perform services and activities associated with the implementation of application maintenance and support projects from the test environment into production. The following table identifies (but is not limited to) the underlying roles and responsibilities associated with migration and implementation activities.

<b>Migration and Implementation Roles and Responsibilities</b>	<b>SP</b>	<b>INPRS</b>
1. Create detailed implementation plans, including project schedules and staffing requirements, to meet INPRS delivery requirements.	<b>X</b>	
2. Review and approve implementation plans, schedules and deployment staffing levels.		<b>X</b>
3. Create checklist and prepare other materials for discussion at “go/no-go” decision meetings.	<b>X</b>	
4. Approve decisions made in “go/no-go” meeting.		<b>X</b>
5. Ensure that migration and implementation activities conform to the requirements of defined Change Control procedures.	<b>X</b>	
6. Develop and deliver system and user documentation.	<b>X</b>	
7. Develop training materials and provide training to INPRS.	<b>X</b>	
8. Define test-to-production turnover requirements and instructions for each project or release.	<b>X</b>	
9. Approve test-to-production turnover requirements and instructions.		<b>X</b>
10. Perform data migration from existing systems to new systems.	<b>X</b>	
11. Perform data conversion from existing systems to new systems.	<b>X</b>	
12. Migrate application maintenance/enhancement into production.		<b>X</b>
13. Provide test to production turnover implementation support, including having staff available at user locations as needed.	<b>X</b>	
14. Conduct post-implementation user acceptance.	<b>X (S)</b>	<b>X (P)</b>

### **3.7.14 Application Documentation**

The Provider will perform services and activities associated with ensuring that in-scope INPRS application documentation is developed/updated to reflect maintenance and enhancements which have been implemented. The following table identifies (but is not limited to) the underlying roles and responsibilities associated with application maintenance documentation activities.

<b>Documentation Roles and Responsibilities</b>	<b>SP</b>	<b>INPRS</b>
1. Provide system specifications documentation (e.g., data models, operational processing flowcharts, etc.) per agreed-upon standards.	<b>X</b>	
2. Provide application hardware and system software requirements documentation.	<b>X</b>	
3. Develop, provide and maintain system installation, support, configuration and tuning manual(s).	<b>X</b>	

<b>Documentation Roles and Responsibilities</b>	<b>SP</b>	<b>INPRS</b>
4. Develop, provide and maintain end-user documentation, including updates and release notes.	<b>X</b>	
5. Develop provide and maintain application operating and security procedures.	<b>X</b>	
6. Review and approve all provided documentation.		<b>X</b>
7. Maintain an application documentation library.	<b>X</b>	
8. Maintain version control for all documentation for which Provider is responsible.	<b>X</b>	

### **3.7.15 Technical Support**

Technical support services are those activities associated with the provision of in-scope managed services. Technical support services to be performed by the Provider include:

1. Application maintenance support: To ensure that in-scope applications continue to function as required by INPRS. Support includes:
  - Corrective maintenance to resolve problems
  - Preventative maintenance to proactively mitigate impact of known conditions which could affect an application
  - Adaptive maintenance required as a result of changes to interfacing external applications or hardware
  - Perfective maintenance to maintain optimum performance
2. Software configuration management and version control to maintain documentation of system components and tracking of modifications to an in-scope application's components over time with the ability to restore an application (or component) to prior versions
3. Providing general technical assistance to the Service Desk and INPRS end-users
4. Leveraging INPRS ServiceNow to track interactions between service provider and INPRS including incidents and problems

### **3.7.16 Maintenance Programming Support**

The Provider will perform services and activities associated with making program changes to in-scope INPRS applications. The following table identifies (but is not limited to) the underlying roles and responsibilities associated with maintenance support activities.

<b>Maintenance Programming Roles and Responsibilities</b>	<b>SP</b>	<b>INPRS</b>
1. Perform corrective maintenance per plan or otherwise as required.	<b>X</b>	
2. Perform preventive maintenance per plan or otherwise as required.	<b>X</b>	

<b>Maintenance Programming Roles and Responsibilities</b>	<b>SP</b>	<b>INPRS</b>
3. Perform adaptive maintenance per plan or otherwise as required.	<b>X</b>	
4. Perform perfective maintenance per plan or otherwise as required.	<b>X</b>	
5. Develop application prototypes as needed to demonstrate support of requirements.	<b>X</b>	
6. Review and approve application prototype.		<b>X</b>
7. Identify and document potential changes to requirements or scope.	<b>X(P)</b>	<b>X(S)</b>
8. Review and approve changes to requirements or scope.		<b>X</b>
9. Manage programming efforts using industry-standard project management methodologies and tools.	<b>X</b>	
10. Debug application code as needed.	<b>X</b>	
11. Identify and recommend programming modifications and enhancement adjustments that will improve application performance.	<b>X</b>	
12. Identify and recommend DBMS tuning changes to help maintain application performance.	<b>X</b>	
13. Provide technical and functional assistance and support regarding applications to the Service Desk and to end-users as required.	<b>X</b>	
14. Respond to trouble resolution items in accordance with defined SLRs.	<b>X</b>	
15. Ensure that all maintenance programming activities conform to the requirements of defined change control, configuration management and software version control procedures.	<b>X</b>	

### **3.7.17 Software Configuration Management and Version Control**

The Provider will perform services and activities associated with managing in-scope application program configurations and versions. The following table identifies (but is not limited to) the underlying roles and responsibilities associated with software configuration management activities.

<b>Software Configuration Management Roles and Responsibilities</b>	<b>SP</b>	<b>INPRS</b>
1. Track application versions in each environment (e.g., test, development, UAT, production).	<b>X</b>	
2. Track status of code migration from development through production.	<b>X</b>	
3. Ensure that all program code libraries are available to be backed up and included in restore and recovery procedures.	<b>X</b>	

### 3.7.18 Training

The Provider will perform services and activities associated with training INPRS users of in-scope applications on requested enhancements and functions. The following table identifies (but is not limited to) the underlying roles and responsibilities associated with training activities.

Training Roles and Responsibilities	SP	INPRS
1. Develop training materials related to the technical and functional aspects of the applications.	X	
2. Review and approve training content.		X
3. Provide/coordinate end-user training on in-scope INPRS applications.	X	
4. Provide technical training assistance and knowledge transfer (e.g., train-the-trainer methodology) to INPRS personnel as requested during and following implementation.	X	

### 3.7.19 Managed Services: Service Level Request (SLR)

A key objective of INPRS's decision to source the identified managed services is to maintain effective service levels. The following minimum service levels are being requested by INPRS. The Service Provider must consistently meet or exceed the following SLRs as tracked and reported monthly to INPRS. Penalties for repeated failures to meet appropriate service levels will be built into the final contract.

**NOTE:** INPRS realizes that this sourcing project presents a unique opportunity to learn from the past and apply it to the future. With that goal in mind, **INPRS is interested in and encourages the inclusion of any/all "creative and customer focused" SLRs** that you (the Service Providers) have had and/or are having success with and encourage you to include them as additional and/or in replace of the SLRs listed below and a brief description of your rationale for doing so.

### 3.7.20 Definitions

**Availability of support staff** - Refers to the schedule of time that the Provider will have staff available to respond to service requests or Tier 2 help desk calls.

**Availability of application** - Refers to the time applications will be running and operable according to specifications.

**Measurement Interval** - The period of time performance will be calculated. This takes into consideration the impact of continuous outage. For example, a monthly measurement interval for a 99% Minimum Performance for a 7x24 system with 8 hours of weekly planned downtime would allow 6.4 hours of a continuous outage with no other

outages during the month. A weekly interval would only allow 1.6 hours of a continuous outage.

**Milestone** - A point in a project plan when completion of a significant component or module is to be completed. Typically, milestones are expressed as deliverables to a INPRS client in a statement of work. The client reviews the deliverable to determine that it has been completed to the satisfaction of the terms of the statement of work. If the deliverable is satisfactory after technical review, INPRS signs off that the milestone has been completed.

**Service Request** - A request by INPRS submitted to the Provider for application configuration, enhancements, or new development.

**Specifications** - The functional and technical requirements of a solution, which are codified in a document.

**Ticket Severities** – Ticket severities are defined as follows:

- (1) Severity 1 (Emergency) = multiple person outage
- (2) Severity 2 (High) = one person outage
- (3) Severity 3 (Medium) = default
- (4) Severity 4 (Low) = scheduled event

### 3.7.21 Managed Services SLR Details

Application Enhancement Services SLRs			
Description	Service Measure	Performance Target	SLR
Project Estimation (actual vs. estimated cost)	Target Cost	Actual Estimate	< 3 days 95%
Critical milestone completion	Completion date	Completion of critical milestones by scheduled completion date	< 3 days 95%
Customer Satisfaction	Target time	Rated satisfied or very satisfied at quarterly intervals	95%
Formula	Performance = Transactions completed within required time/total transactions		
Measurement Interval	Monitor continuously, measure weekly, report monthly		
Measurement Tool	The INPRS ServiceNow system will be used to furnish the monitoring, auditing and reporting capabilities		

Application Maintenance and Support SLRs			
Description	Service Measure	Performance Target	SLR

<b>Application Maintenance and Support SLRs</b>			
Severity 1 (Emergency)	Time to Resolve	2 hours	98.0%
Severity 2 (High)	Time to Resolve	8 hours	98.0%
Severity 3 (Medium)	Time to Resolve	3 business days	98.0%
Severity 4 (Low)	As prioritized	As prioritized	98.0%
Formula	Number of requests completed on time/total of all requests occurring during measurement period		
Measure Interval	Measure weekly, report monthly		
Measurement Tool	The INPRS ServiceNow system will be used to furnish the monitoring, auditing, and reporting capabilities		

**3.7.22 Standard Managed Services Report Requirements**

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

<b>Description</b>	<b>Timing</b>
SLR Compliance	Measure daily, report monthly
Trending of Application Support Issues	Measure daily, report quarterly
Detailed Outage Reports	Measure daily, report monthly
Root Cause Analysis Reports	Measure daily, report monthly

**3.7.23 Specific Service Provider Questions: Managed Services Reports**

1. In addition to the reports listed above, please include a sample copy of all applicable standard application reports for review and consideration.
2. Beyond what you are required to report contractually, please describe your organizations philosophy/approach to learning from and adapting your services based on reports management and analysis.

## **SECTION 4 – CONTRACT AWARD**

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

INPRS reserves the right to discuss and further clarify proposals with any or all respondent. Additionally, INPRS may reject any or all proposals received or to award, without discussions or clarifications, a contract 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 standard term of the contract entered into under this RFP shall be for a period of three (3) years, beginning from date of final execution of contract, with the possibility of three (3) annual contract renewals thereafter.

### **4.2 Minority Business Development**

In support of the State of Indiana's policy to promote opportunities for minorities, women and veterans to participate in procurement and contracting opportunities as subcontractors, the System encourages applications from minority, woman, and disabled owned firms. If an applicant is certified as a Minority Owned Business (MBE), Women Owned Business (WBE), or Veteran-Owned Small Business (VOSB) a copy of the certification should be included with the proposal.

### **4.3 Evaluation Criteria**

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

- Based on the results of the evaluation, the proposal determined to be most advantageous to INPRS, taking into account all of the evaluation factors, may be selected by INPRS for

further action.

- In addition, the evaluation team will consider other factors it believes to be material for this selection.

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

- Fulfilling the requirements set forth in the RFP
- Financial Strength
- Technical knowledge, skills, and other competencies of the vendor
- Respondent qualifications
- Quality and completeness of responses to this RFP
- Quality of references
- Experience and track record
- Price (i.e., detail of fee proposal)
- Quality of finalist presentation, if selected
- Additional qualifying factors, as determined relevant by INPRS

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

#### **4.4 Other Government Body Consideration**

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

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

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

## **APPENDIX A – SAMPLE CONTRACT FOR SERVICES**

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

If Respondent wishes to amend any term or change any language in the base contract being submitted, proposed language should be included in the business proposal in the form of an amendment to the base contract. See *paragraph 2.3* 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. Please note the essential clauses section that follows for 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.

## **Essential Clauses in the System's Professional Services Contract**

As part of the Request for Proposal (RFP) process, you are required to review the Indiana Public Retirement System's (the "System") boilerplate professional services contract 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) Audits**

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

### **(Section 11) Compliance with Laws**

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

### **(Section 13) Confidentiality of System Information**

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

### **(Section 17) Disputes**

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

### **(Section 18) Drug-Free Workplace Certification**

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

### **(Section 23) Governing Law**

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

#### (Section 25) Indemnification

The System will not agree to any modification that limits Contractor's responsibility to indemnify the System as described in this Section. The Indiana Attorney General has opined that any agreement requiring the System to indemnify Contractor is a violation of the Indiana Constitution and against public policy. In addition, the System will not agree to any modification that limits the System's ability to recover damages or limits Contractor's liability as described in the contract.

#### (Section 33) 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 32) Minority and Women's Business Enterprise Compliance

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

#### (Section 50) 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: «Company\_Name»

Date: \_\_\_\_\_

## Contract for Services

This CONTRACT FOR SERVICES (“Contract”) is entered into and effective as of \_\_\_\_\_, 2013 (“Effective Date”), by and between \_\_\_\_\_ (the “Contractor”) and the INDIANA PUBLIC RETIREMENT SYSTEM (the “System”).

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

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

WHEREAS, Contractor is willing to provide such services;

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

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

7. **Audits.** The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the System.

The System considers the Contractor to be a “vendor” for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract, the Contractor shall arrange for a financial and compliance audit of funds provided by the System pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled “Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources,” and applicable provisions of the Office of Management and Budget Circulars A-133 (Audit of States, Local Governments, and Non-Profit Organizations). The Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the System in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the System an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or the Contractor, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the System to be in the best interests of the System. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the Contractor is not out of compliance with the financial aspects of this Contract.

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

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

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

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

- a. Discovery that the candidate provided false or inaccurate information on his or her application or resume, or during the employment interview.
- b. Inability to verify previous employment.
- c. Repeated unfavorable, job-related, performance references by former employers.

- d. Conviction of any crime involving theft, veracity, truthfulness, conversion of property, fraud, identity theft, or any non-motor vehicle traffic related felony.
- e. A pattern of financial instability, payroll garnishments, or creditor judgments against the candidate.

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

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

11. **Compliance with Laws.**

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

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the System as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the System may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC § 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.

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

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

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

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

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

H. As required by IC §5-22-3-7:

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

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

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

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

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

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

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

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

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

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

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

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

13. **Confidentiality of System Information.** The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the System.

The parties acknowledge that the services to be performed by Contractor for the System under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the 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), the Contractor and the System agree to

comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the 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 this contract.

#### 14. **Continuity of Services.**

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

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

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

1. Furnish phase-in, phase-out services for up to six (6) months 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 System of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

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

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

17. **Disputes.**

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

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

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

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

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

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

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

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

D. Notifying in writing the System within ten (10) days after receiving notice from an employee under

subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

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

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

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

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

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

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

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

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

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

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

**22. Funding Cancellation.** When the System's Board of Trustees makes a written determination

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

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

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

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

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

**27. Information Technology Enterprise Architecture Requirements.** If Contractor provides any information technology related products or services to the System, the Contractor shall comply with all IOT standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software, and services provided to or purchased by the System shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC §4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The System may terminate this Contract for default if Contractor fails to cure a breach of this provision within a reasonable time.

**28. 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 State 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. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State 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 System 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 State 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 undersigned State agency.

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 agency before the commencement of this Contract.

29. **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 \_\_\_\_\_

30. **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 State 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.

31. **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.

32. **Minority and Women’s Business Enterprises Compliance.** The Contractor acknowledges that it is the policy of the State of Indiana to provide an equal opportunity for minority and women’s business enterprises to participate in procurement and contracting opportunities as a subcontractor. Furthermore, Contractor agrees to comply fully with the provisions of the Contractor’s MBE/WBE participation plans, if any.

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

34. **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:  
Steven R. Russo  
Executive Director  
Indiana Public Retirement System  
One North Capitol, Suite 001  
Indianapolis, IN 46204

With a copy to:

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B. Notices to the Contractor shall be sent to:

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35. **Order of Precedence; Incorporation by Reference.** Any inconsistency or shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the System, (3) Solicitation Number \_\_, (4) Contractor's response to solicitation number \_\_\_\_\_, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

36. **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.

37. **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.

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

39. **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.

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

41. **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.

42. **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.

43. **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.

44. **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.

45. **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.

46. **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.

47. **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.

48. **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.

49. **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.

50. **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.

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

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

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

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

**[Contractor]**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**INDIANA PUBLIC RETIREMENT SYSTEM**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENT A**  
**SCOPE OF SERVICES**

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**ATTACHMENT B**

**FEEES**

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**ATTACHMENT C**  
**SERVICE LEVEL AGREEMENT**

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## APPENDIX B – MANDATORY RESPONDENT FORMS

### B.1 Indiana Economic Impact Statement



**INDIANA ECONOMIC IMPACT - PROPOSALS AND CONTRACTS**

State Form 51778 (R5 / 3-06)  
 DEPARTMENT OF ADMINISTRATION  
 Approved by State Board of Accounts, 2006

This information is required by the Indiana Department of Administration for all contractors, vendors/suppliers to the State of Indiana (complete all 22 items).

1	<b>Legal Name of firm:</b>	
2	<b>Address/City/State/Zip Code:</b>	
3	<b>Telephone #/Fax #/Website:</b>	
4	<b>Federal Tax Identification Number:</b>	
5	<b>State/Country of domicile/incorporation:</b>	
6	<b>Location of firm's headquarters or principal place of business:</b>	
7	<b>Name of parent company or holding company (if applicable):</b>	
8	<b>State/Country of domicile/incorporation of company listed in #7:</b>	
9	<b>Address of company listed in #7:</b>	
10	<b>IN Department of Workforce Development (DWD) account number:</b>	
11	<b>IN Department of Revenue (DOR) account number:</b>	
12	<b>Number of Indiana resident employees per most recently completed IRS Form W-2 distribution:</b>	
13	<b>Total number of employees per most recently completed IRS Form W-2 distribution:</b>	
14	<b>Total amount of payroll paid to Indiana resident employees per most recently completed IRS Form W-2 distribution:</b>	
15	<b>Total amount of payroll paid to all employees per the most recently completed IRS Form W-2 distribution:</b>	
16	<b>Total amount of this proposal, bid, or current contract:</b>	

**ACCOUNTING OF INDIANA RESIDENT EMPLOYEES**

17	<b><u>Prime Contractor Company</u></b> <b>Name:</b>	
18	<b><u>Number of Full Time Equivalent (FTE) employees</u></b> that are Indiana residents specifically for this proposal or contract:	

19	<b><u>Subcontractor Company</u></b> <b>Name:</b>			
20	Address/Contact Person/Telephone Number/Tax ID Number:			
21	<b><u>Number of Full Time Equivalent (FTE) employees</u></b> that are Indiana residents specifically for this proposal or contract:			

22	<b><u>Affirmation by authorized official:</u></b> I affirm under penalties of perjury that the foregoing representations are true to be the best of my knowledge and belief:			
	Signature:			
	Name of auththorized official:			
	Title:			
	Date:			

## B.2 Taxpayer Identification Number Request

**Purpose of form:** We are required to file an information return with the IRS and must get your correct taxpayer identification number (TIN) to report our payments to you.

Use Form W-9 on the reverse side, if you are a U.S. person (including a U.S. resident alien), to give us your correct TIN and, when applicable to:

1. Certify the TIN you are giving is correct.
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are an exempt payee.

If you do not provide us with the information, your payments may be subject to 31% federal income tax backup withholding. Also, if you do not provide us with information, you may be subject to a \$50.00 penalty imposed by the Internal Revenue Service per I.R.C. 6723.

Federal law on backup withholding preempts any state and local law remedies, such as any rights to a mechanic's lien. If you do not furnish a valid TIN, or if you are subject to backup withholding, the payer is required to withhold 31% of its payment to you. Backup withholding is not a failure to pay you. It is advance tax payment. You should report all backup withholding as a credit for taxes on your federal income tax return.

**Specific Instructions:** Enter your legal name on that line. Your legal name is the one that appears on your Social Security Card or Employer Identification Number if a business. If you are a sole proprietor, then your legal name is the business owner's name. If you have a "doing business as" (d/b/a) name, enter on the trade line. Enter your remit address on the next line, and if you have a separate address for purchase orders, enter that address on the appropriate line.

Next, select the organization type for your name, check the box, and record the appropriate taxpayer identification number (TIN) in the space provided. Notice that individuals and sole proprietors are the only types with a social security number. If you are a corporation or an exempt 501(a) organization, you must answer yes or no on legal and medical services. If you are sole proprietor you must show the business owner's name in the legal box, and the business name in the trade name box. You cannot use only the business name. For the TIN, you may use either the individual's SSN or the employer identification number (EIN) of the business. However, the IRS prefers that you show the SSN.

Finally, complete the certification section, sign and date the form.

If you are a foreign person, use the appropriate Form W-8.

**Taxpayer Identification Number Request**

State of Indiana

**W-9**

DO NOT send to IRS

Print or Type	Return to address below
<b>Legal Name</b> (OWNER OF THE EIN OR SSN AS NAME APPEARS ON IRS OR SSN RECORDS) DO NOT ENTER THE BUSINESS NAME OF A SOLE PROPRIETORSHIP ON THIS LINE	
Trade Name Complete only if doing business as (D/B/A)	
Remit Address	
Purchase Order Address-Optional	
Check legal entity type and enter 9 digit taxpayer identification Number (TIN) below: (SSN = Social Security Number, EIN = Employer Identification Number)	SSN or EIN must be for legal name above
<input type="checkbox"/> <b>Individual</b> (Individual's SSN) _____ - _____ - _____	
<input type="checkbox"/> Sole Proprietorship (Owner's SSN or Business EIN) SSN _____ - _____ - _____	
	EIN _____ - _____ - _____
<input type="checkbox"/> Partnership <input type="checkbox"/> General <input type="checkbox"/> Limited (Partnership's EIN) _____ - _____ - _____	
<input type="checkbox"/> Estate/Trust (Legal Entity's EIN) _____ - _____ - _____	
Note: Show the name and number of legal trust, or estate, not personal representatives	
<input type="checkbox"/> Other (Limited Liability Company, Joint Venture, Club, ect) (Legal Entity's EIN) _____ - _____ - _____	
<input type="checkbox"/> Corporation Do you provide legal or medical serv. <input type="checkbox"/> Yes <input type="checkbox"/> No (Corp's EIN) _____ - _____ - _____	
<input type="checkbox"/> Government (or Government operated entity) (Entity's EIN) _____ - _____ - _____	
<input type="checkbox"/> Organization Exempt from Tax under Section 501(a) Do you provide medical services? <input type="checkbox"/> Yes <input type="checkbox"/> No (Org's EIN) _____ - _____ - _____	
<input type="checkbox"/> Check here if you do not have a SSN or EIN but have applied for one.	

Under Penalties of perjury, I certify that:

- (1) The number listed on this form is my correct Taxpayer Identification Number (Or I am waiting for a number to be issued to me) AND  
 (2) I am not subject to backup withholding because: (a) I am exempt from the backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, and acquisition or abandonment of secured property, contribution to an individual retirement arrangement (IRA), and payments other than interest and dividends.)  
**CERTIFICATION INSTRUCTIONS- You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.**

**THE IRS DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.**

I am a U.S. person (including a U.S. resident alien)

Name (Print or Type) \_\_\_\_\_ Title \_\_\_\_\_  
 AUTHORIZED SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_  
 Phone \_\_\_\_\_

Agency \_\_\_\_\_ Agency use only  Yes  No Approved by \_\_\_\_\_  
 1099

**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION**

## B.3 Application for Certificate of Authority of a Foreign Corporation



### APPLICATION FOR CERTIFICATE OF AUTHORITY OF A FOREIGN CORPORATION

State Form 38784 (R9/ 12-02) Corporate Form 112  
Approved By State Board Of Accounts, 1995

**TODD ROKITA**  
SECRETARY OF STATE  
CORPORATIONS DIVISION  
302 W. Washington St., Rm. E018  
Indianapolis, IN 46204  
Telephone: (317) 232-6576

Indiana Code 23-1-49-1 et seq.  
23-1-49-3

**Filing Fee: \$90.00**

- NOTES:**
1. An Original Certificate of Existence duly authenticated by the proper authority from corporation's domiciliary state within the last sixty (60) days must be submitted with this application.
  2. A Registered Agent with an Indiana street address (not a PO BOX) must be listed in ARTICLE III.

- INSTRUCTIONS:**
- Use 8 1/2" x 11" white paper for attachments.
  - Present original and one copy to address in the upper right corner of this form.
  - Please TYPE or PRINT.
  - Please visit our office on the web at [www.sos.in.gov](http://www.sos.in.gov).

<p><b>APPLICATION FOR CERTIFICATE OF AUTHORITY OF</b></p> <hr style="border: 0.5px solid black;"/> <p><b>A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF INDIANA</b></p> <p>The undersigned officer of the above corporation which was formed as:</p> <p style="text-align: center;"> <input type="checkbox"/> A general business corporation             <span style="margin-left: 200px;"><input type="checkbox"/> A professional corporation</span> </p> <p>desiring to effectuate the admittance of the Corporation to transact business in the State of Indiana, certifies the following facts:</p>
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ARTICLE I: Name		
Name of Corporation ( Must be identical to name shown in Articles of Incorporation and Amendments thereto)		
ARTICLE II: Address of Corporation		
Address of the principal office of corporation (Number and street, city, state and ZIP code)		
ARTICLE III: Registered Office and Registered Agent		
Name of the Registered Agent of the corporation (cannot be the corporation itself)		
Indiana address of the registered office of corporation (Number and street, city; P.O. Box not accepted)		INDIANA
		ZIP code
ARTICLE IV: Date and State of Incorporation and Duration of Existence		
Date of incorporation in domiciliary state:		State of incorporation
Expected period of duration listed in the Articles of Incorporation (perpetual, term of years or date certain e.g. December 31, 2050)		
ARTICLE V: Corporate Officers		
The names and business addresses of the officers of the Corporation:		
Name	Title	Address (Number, street, city state and ZIP code)