



**REQUEST FOR PROPOSALS (“RFP”) for
SALESFORCE CUSTOMER RELATIONSHIP MANAGEMENT IMPLEMENTATION
SERVICES**

RFP NUMBER 23-03

RELEASE DATE: SEPTEMBER 26, 2023

DEADLINE FOR INQUIRIES: OCTOBER 6, 2023 BY 3:00 PM EDT

DEADLINE FOR SUBMISSION: NOVEMBER 3, 2023 BY 3:00 PM EDT

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SECTION 1 – INTRODUCTION

1.1 Title

Request for Proposals (“RFP”) for Salesforce Customer Relationship Management Implementation Services for the Indiana Public Retirement System (“INPRS” or the “System”)

1.2 Overview

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

1.3 INPRS Background

1.3.1 History

INPRS was established by statute in 2011 as an independent body corporate and politic. The system is not a department or agency of the state but is an independent instrumentality exercising essential government functions. INPRS was established by legislation to manage the retirement funds of certain public employees throughout the State of Indiana. INPRS administers 16 funds including:

Defined Benefit DB Fund

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

Defined Contribution DC Fund

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

Other Postemployment Benefit / OPEB Fund

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

Custodial Fund

- Local Public Safety Pension Relief Fund (LPSPR)

For additional information regarding INPRS and the funds detailed above, please access:

<http://www.in.gov/inprs/>.

A copy of INPRS's most recent Annual Comprehensive Financial Report may be reviewed at

<http://www.in.gov/inprs/annualreports.htm>

1.4 Purpose

The purpose of this RFP is to address key challenges identified by INPRS. Currently the System's business processes involve operating with significant manual effort, and our organization seeks to undergo a transformative change championed by our executive leadership. This RFP aims to commission the analysis of existing workflows and facilitate the achievement of our "Future State" goals through the implementation of Salesforce as a Software as a Service (SaaS) solution for Workflow and Case Management. We invite qualified vendors to submit proposals that align with these critical organizational objectives.

1.5 Project Goals

INPRS has a solid operational foundation. The greatest areas of opportunity for INPRS fall in the Customer Interaction and Enablement areas with recommended improvements focused on eliminating manual workarounds as well as enabling real-time, value-added, and targeted insight into member data and process orchestration to relieve internal staff processing and provide better customer service through a minimally customized Salesforce solution.

INPRS seeks to be a smart digital-first, member/employer-oriented organization with the ability to administer a variety of benefits with increasing automation and better use of data to provide a quality customer experience. INPRS should focus its improvements in key areas to achieve those goals, improve the overall member, employer, and staff experience, and reduce burden on staff performing manual workarounds using off-system tools.

The project goals are carefully aligned with the transformative vision of the System. First, we aim to implement Salesforce utilizing Service Cloud licensing to streamline and automate case management functions across the organization. Second, it is a primary objective to achieve full transactional levels of integration across as many business processes as possible, thus ensuring a seamless experience for both employees and stakeholders. Third, in order to maximize adaptability and future scalability, the System will adhere to a stringent standard of 1% or less customization, opting instead to configure pre-existing elements within the Salesforce solution. Finally, the System will deploy necessary system integrations using the Mulesoft platform to ensure robust, secure, and efficient data flow across organizational units.

1.6 Issuer

INPRS is issuing this RFP in accordance with Indiana statutes governing the procurement of services and certain administrative policies of INPRS. The staff of INPRS has prepared the content of this RFP. One

(1) copy of this RFP may be provided free of charge from INPRS, or an electronic copy may be obtained from the following website: <http://www.in.gov/inprs/quoting.htm>. Additional copies are available at the rate of \$0.10 per page.

1.7 Definitions

For a list of terms and their definitions used within this document See Appendix E.

1.8 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 1.11* of this RFP. Such unauthorized communication(s) may disqualify Respondent(s) 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.

1.9 Pre-proposal Conference Call

A pre-proposal conference call will be held on the date and time specified in Section 1.21 via a Teams link which will be available at <http://www.in.gov/inprs/quoting.htm>. On this call, potential respondents may ask questions about the RFP and the RFP process. Respondents are reminded that no answers issued verbally on the call are binding on INPRS, unless it is later issued in writing in the formal response to inquiries that will be published also at this website.

1.10 Intent to Bid

Respondents should submit their intent to bid by email to the address in the Inquiries section below no later than the due date outlined in the Section 1.21 of this RFP. Provide your company name and the contact information of the primary contact responding to this RFP.

1.11 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 1.21* of this RFP.

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

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

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

1.12 Invitation to Submit Proposals

All proposals must be **emailed no later than November 3, 2023, at 3:00 PM EDT to procurements@inprs.in.gov**. Any proposal received after the due date will not be considered.

1.13 Modification or Withdrawal of Offers

Responses to this RFP may be modified or withdrawn in writing by email if modifications are received prior to the date specified for receipt of proposals. Modification to or withdrawal of a proposal received after the date specified for receipt of proposals will not be considered.

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

1.14 Confidential Information

Respondents are advised that materials contained in proposals are subject to Indiana's Access to Public Records Act ("APRA"), IC 5-14-3 *et seq.*, and, after the contract award, the entire RFP file may be viewed and copied by any member of the public, including news agencies and competitors. The responses are deemed to be "public records" unless a specific provision of IC 5-14-3 protects it from disclosure. Respondents claiming a statutory exception to the APRA **must indicate so in the Transmittal Letter.** (See Section 2.6 for instructions.) Documents containing confidential information must be labelled as such in the filename. The Respondent **must provide a separate redacted (for public release) version of the document.**

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

[18-INF-06; Redaction of Public Procurement Documents Informal Inquiry](#)

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

1.15 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.

1.16 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.

1.17 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.

1.18 Secretary of State Registration

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

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

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

1.19 Discussion Format

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

1.20 Compliance Certification

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

1.21 Summary of Milestones

The following is the expected timeline for this solicitation:

ACTIVITY	EXPECTED DATE
Release of RFP	September 26, 2023
Pre-proposal Conference Call (via Teams - see link at http://www.in.gov/inprs/quoting.htm on that day)	October 3, 2023, 1:00 P.M. (EDT)
Respondent's Inquiry Period Ends	October 6, 2023, 3:00 P.M. (EDT)
Answers to Inquiries Published to Website	October 13, 2023
Submission of Intent to Respond	October 18, 2023 3:00 P.M. (EDT)
Respondent RFP Submissions Due	November 3, 2023, 3:00 P.M. (EDT)
Finalist Presentations	December 18, 2023
Selection of Finalist	January 3, 2024
Contract Negotiation	January 8, 2024
Commencement of Services	February 9, 2024

SECTION 2 – PROPOSAL CONTENT REQUIREMENTS

2.1 General Instructions

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

A complete proposal must be submitted electronically per the guidelines in *Section 1.12* of this RFP and must include the following:

- A transmittal letter (with the information in *Section 2.6* of this RFP).
- A business proposal (with the information and attachments described in *Section 2.7* of this RFP).
- A fee proposal (with the information in *Section 2.8* of this RFP).
- The required documents from Appendix B.

2.2 Vendor Qualifications and Experience

We invite vendors with a strong pedigree and with layers of inside technical expertise in deploying Salesforce Service Cloud in multifaceted organizational settings, especially those resembling a quasi-governmental entity focused on retirement fund management. Vendors should excel in streamlining business processes with a special emphasis on achieving seamless transactional operations across multiple functional areas. A proven aptitude for leveraging Salesforce's built-in capabilities over custom-coded solutions, adhering to a customization footprint of no more than 1%, is imperative for this project.

Furthermore, vendors are expected to be adept in utilizing platforms like Mulesoft for creating robust system integrations, ensuring data flow is both secure and efficient. Experience in conducting workflow audits to align with long-term strategic milestones, particularly in the "Future State" transformation realm, will be highly regarded. A history of successful partnerships with organizations operating under complex regulatory landscapes will significantly strengthen a proposal.

2.3 Proposed Solution

The entire initiative is made up of three phases:

Phase 1

- Implementation of core CRM platform including case management, workflow automation, and knowledge management capabilities
- Integration to key INPRS systems (e.g., INPAS, ERM, IRP etc.) and strategic partners (i.e., Voya) to enable workflow automation

Phase 2

- Implement Employer Portal, integrate call center and modernize telephony solution

- Enable Employer Content & Channel Management capabilities.

Phase 3

- Implement personalized Member Portal
- Enable Member self-service and omni-channel capabilities
- Assess if Salesforce will be used as the front-end of the public website/portal and or member account access

Phase 1 will be awarded as a result of this Request for Proposal with Phases 2 and 3 having the potential to be extensions to the initial contract upon successful completion of Phase 1. Therefore, INPRS desires that the respondent provides preliminary estimates for Phases 2 and 3 in addition to the proposed Phase 1.

For the Proposed Solution, the following key opportunity areas were identified for INPRS which the Solution should fulfill.

- A single access point and a unified experience shall be created for members, employers, and employees
- Workflow and Task management must be implemented, including process orchestration and relevant integration to back-end systems and Voya
- The Employer Reporting and Maintenance system (ERM) will remain the ingestion engine and employer demographic master source of data for Phase 1. Assess if Salesforce is used as the ingestion engine ahead of ERM for Phase 2.
- Integrations with Voya to enable; 1) connect workflows across Tier 1 & 2; 2) access to customer interaction metrics; and 3) connectivity to the Member Portal
- The Solution shall implement a data strategy for the project which shall be subordinate to the Master Data Management (MDM) strategy established by INPRS, pursue a concerted effort to cleanse historical data, extend self-service reporting capability, and create an improved data catalog for consumption by the System
- INPRS has developed a data strategy that extends multiple years and focuses on getting a better understanding of INPRS's data and where it resides. The strategy includes identifying data domains, assigning ownership and stewardship, and driving accountability and data quality. In FY24, INPRS will be implementing an enterprise data catalog solution so that INPRS can understand what data INPRS has, where it's stored, and to document ownership. Additionally, INPRS will be building data models and lineage for business-critical data elements
- INPRS stores data across multiple internal and external systems. The same data is stored in multiple databases and do not always align across systems
- As INPRS moves towards a more mature MDM program, INPRS would like to create a single source of truth architecture, or golden record, for member data. Rather than sending data back and forth across multiple systems, INPRS will have data sitting in the source of truth and the various systems would perform APIs/calls to pull the appropriate data, thus, ensuring that data is consistent across all systems. Any solution implemented should be consistent with this data strategy and any data related decisions should be approved by the Data Governance Council
- The Proposed Solution must address the multiple layers of security inherent to INPRS's system design, and the high level of business process integration with Voya's Salesforce instance

- The solution should be managed using an Agile methodology for development and implementation
- Vendors should list key assumptions made in order to derive cost, and what the impact would be should the assumptions prove to be inaccurate
- The Solution shall be a purely Service Cloud-focused implementation, with Sales Cloud implementation services offered as an optional additional expansion
- The Solution shall include provisions for integrating all future SFDC updates. INPRS is particularly interested in comprehensive strategies that encompass a complete Salesforce implementation, with a focus on minimalistic yet effective customization. Vendors should outline a phased approach that includes an initial diagnostic phase for current workflows and setting the stage for the actual implementation in accordance with INPRS transformational aspirations

The proposal should clearly demonstrate how the solution will achieve transactional efficiency across our diverse range of business operations. Special consideration will be given to solutions that capitalize on Salesforce's innate capabilities, keeping custom-built functionalities to a bare minimum. Moreover, the proposal should elucidate how system integrations via the Mulesoft platform will be executed to enhance operational efficacy.

Ideally, the proposed solution will resonate with INPRS's mission of fiscal responsibility and operational excellence and will be agile enough to adapt to future organizational needs. Vendors are encouraged to include optional add-on services or features that could further augment the solution's value proposition, without compromising on stipulated customization limits.

2.4 Training & Support

For the Training and Support component, INPRS is looking for vendors that have the ability to work with the chosen OCM vendor to build a structured yet flexible training regimen that can be tailored to various skill levels within the organization.

Your recommendation must take the approach that INPRS staff will take over 100% administration of Salesforce after the engagement. INPRS expects the implementer to train the INPRS's IT staff during the Phase 1 implementation, including skills needed for Phase 2 and 3.

Support services must not only be robust but also easily accessible, given the organization's mission-critical operations. Offerings should ideally include multi-tiered support mechanisms ranging from self-service options, like FAQ sections and online tutorials, to immediate live assistance for more complex queries or issues. It is paramount that the support structure is well-aligned with INPRS's focus on operational efficiency and excellence.

For long-term success, INPRS encourages vendors to outline any post-implementation support and continual learning opportunities that can help maintain an optimized Salesforce Service Cloud ecosystem. Whether it is through quarterly reviews, updates, or other forms of ongoing support, INPRS is interested in understanding how Vendors plan to ensure the solution's sustainability.

2.5 Pricing & Fees

Vendors are expected to provide a transparent and detailed breakdown of all costs associated with the Salesforce Service Cloud implementation and ongoing maintenance. Given the System's status as a quasi-governmental organization overseeing public retirement funds, INPRS places a premium on fiscal responsibility. Therefore, INPRS requests that pricing structures be clearly laid out to minimize any unforeseen expenditures. Milestones and or work product will be reviewed and compared to business requirements prior to release of payments.

Costs should be segmented to cover initial setup, licensing, customization—bearing in mind INPRS's 1% customization limit—training, and support services. Furthermore, any optional features or add-ons that could augment the solution's capabilities should be listed separately, along with their associated costs. This will allow INPRS to make informed decisions while aligning with budgetary constraints. Separately list the licensing costs as an alternate option. **INPRS will be purchasing the licenses outside of this contract.**

INPRS is also interested in understanding the terms of payment and any financial incentives or discounts that could be available for long-term commitments or early payment. Likewise, provide details on any additional fees that may be incurred for services beyond the scope initially agreed upon, such as extensive customization or premium support levels.

2.6 Transmittal Letter

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

- **Identification of RFP**
 - The transmittal letter must first identify the RFP title and number.
- **Identification of Respondent**
 - The transmittal letter must identify the following information:
 - Respondent Name
 - Street Address
 - City
 - State
 - ZIP
 - Contact Name
 - Phone
 - Email
- **Summary of Ability and Desire to Supply the Required Services**
 - The transmittal letter must briefly summarize the Respondent's ability to supply the requested services. The letter must also contain a statement indicating the Respondent's willingness to provide the requested services subject to the terms and conditions set forth in the RFP, including INPRS's standard contract clauses.
- **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.
- **Confidential Information**
 - Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.* (See **Section 1.14 of this RFP.**)
 - Provide the following information. If the Respondent does not provide this information, INPRS will NOT consider the submission confidential.
 - List all documents, or sections of documents, for which statutory exemption to the APRA is being claimed. INPRS does NOT accept blanket confidentiality exceptions for the totality of the proposal.
 - Specify which statutory exception of APRA applies for each document, or section of the document.
 - Provide a description explaining the manner in which the statutory exception to the APRA applies for each document or section of the document.
 - Provide a separate redacted (for public release) version of the document.
- **Other Information**
 - Any other information the Respondent may wish to briefly summarize will be acceptable.

2.7 Business Proposal

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

- **Executive Summary**
 - Provide a high-level description of the proposed scope of services.
- **Relevant Experience**
 - See Appendix C Management Proposal
- **Organizational Capability**
 - Describe the Respondent's organizational capability to provide the scope of work described in *Section 3* of this RFP. To demonstrate organizational capability, provide the following:
 - i. **Personnel**
 - a. See Appendix C Management Proposal
 - ii. **Registration to do Business**
 - a. 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 1.18 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**
 - a. See Appendix C - Management Proposal.
- iv. **Appendix D Technical Response**
 - a. Complete: Appendix D - Technical Response
- v. **Contract for Services**
 - a. Appendix A.2 of this RFP is the base contract for services that will be used if an award is made. Any or all portions of this document are incorporated by reference as an addendum to the final contract. The Respondent is required to clearly identify and explain any exception that it desires to take to any of the terms and conditions of this RFP in this section. Additionally, if the Respondent wishes to include or change any language in the base contract being submitted, proposed language should be included in this section in the form of an amendment to the base contract for services. It should be noted that Appendix A.1 of this RFP includes the essential clauses that are non-negotiable.
- vi. **Assumptions**
 - a. List any assumptions made by the Respondent in developing the response to this RFP, including INPRS responsibilities.

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

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

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

SECTION 3 – SCOPE OF SERVICES

INPRS is soliciting proposals from all qualified firms who wish to be considered as a vendor to provide Salesforce Customer Relationship Management Implementation Services.

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

3.1 Initial Analysis and Planning

- **Strategic Planning** – INPRS and the chosen vendor will collaborate to ensure a detailed understanding of the project with the intent to:
 - Understand business goals for the INPRS modernization
 - Understand the State's vision for INPRS modernization
 - Develop success criteria and metrics (KPI) for INPRS modernization

- **Capability Mapping & Process Flows** – In order to further understand the scope and vision of the project:
 - Develop a list of Epics to realize vision
 - Develop high-level business process flows and make recommendations for efficiencies
 - Identify any additional pain points to be solved by the new solutions
 - Review current process automation implementations to determine suitability for migration.
 - Please reference Appendix G a catalog of INPRS's processes the system will need to support as well as example diagrams of processes categorized as small, medium, and large as noted in the last column of the spreadsheet
 - Create a logical arrangement of workflow process implementations

- **Technical Assessment** – With the focus on ensuring consistency throughout the solution and developing an architectural foundation:
 - Develop high level technical and solution architecture, including integrations
 - Conduct integration assessment and develop inventory of integrations needed
 - Map integrations to business capabilities
 - Review current INPRS technology landscape including Salesforce organizations
 - Propose a high-level organization strategy

- **Data Strategy** – To provide a foundation for this and future phases as well as provide a strategy to sync with Voya's instance of Salesforce.
 - Map and correlate data between INPRS's and Voya's Salesforce solution in order to facilitate a 360-degree view of members between Tier 1 and Tier 2 systems
 - Develop high level data flow between Voya's and INPRS's systems
 - Develop high level data model for Phase 1
 - Conduct high level assessment for data management of data between INPRS's and Voya's Salesforce instances

- **Governance and Security**
 - Data Governance
 - Mapping business roles
 - Mapping PII access
 - Data Security
 - Testing Data Set Development
 - Production Data Set Management
 - Personas & Roles
 - Business Users
 - Administrative Users
 - Role-Based Security Permissions

3.2 CRM General Scope

- **Contact Management** – INPRS intent is to develop a customer tracking system that contains key information on all customers encompassing members and employers.
- **Customer Service and Support** – A core function of the CRM system will be to support case tracking and management, which is detailed in the following section. In addition, the system needs to be configured to monitor service level agreements and provide a knowledge base for internal usage and to provide a basis for customer self-service in the future.
- **Marketing/Communication Automation** – To increase effectiveness regarding communication with members and employers the system will need to be configured to support campaign management, email communication, and customer segmentation and analytics.
- **Reporting and Analytics** – To support INPRS management and to help identify opportunities for improvement or additional functionality. The intent is to develop custom dashboards for the various roles, scheduled reports, and real-time analytics.
- **Collaboration** – Internal chat and notifications (using Salesforce Chatter or similar) will be used in order to enable deeper collaboration. In addition, the system should support collaboration functions such as shared calendars and task management.
- **User Groups and Roles** – The system will need to support segregation of users by both Groups and Roles. Examples of these Groups/Roles are as follows:
 - Members

- Employers
 - INPRS Staff
 - Member Advocates
 - Employer Advocates
 - Multi-Role Users
 - SFDC Administrators
 - Third-Party Staff
- **Training and Adoption** – It is INPRS’s intent to issue a separate RFP to encompass Organizational Change Management (OCM). The vendor selected for the CRM implementation will work in conjunction with the OCM vendor to provide content and training as appropriate. Specifically, the vendor selected will be expected to aid with Salesforce admin training and end-user training as needed.
 - **Governance and Compliance** – Data access and visibility must be based on roles and hierarchies. Compliance with legal regulations (e.g., FedRAMP, HIPAA) will be required as needed.
 - **Documentation** - Documentation of system setup, functionalities, and business processes. This documentation will be expected to be delivered no later than the time of deployment of the given component.
 - **Key Performance Indicators (KPIs)** – It is our intent to define and track KPIs within the system. Below is a list of example KPIs and should not be considered exhaustive.
 - Implementation Timeframe
 - User Adoption Rate
 - Data Migration Accuracy
 - System Uptime
 - Response Time for Support Tickets
 - Customer Satisfaction Rate
 - Cost per Transaction
 - Feature Utilization Rate
 - Training Completion Rate
 - Error Rate in Processes
 - Case Metrics (Time to resolve, Required interactions to resolve, etc.)
 - ROI
 - **Current and Future Licensing** – The following table lists the expected licensing requirements as estimated by the Salesforce Sales team. Please review and provide a listing of any additional licenses and quantities that are expected to be necessary to fulfill the requirements for this solution.

Product	Quantity
Service Cloud - Unlimited Edition	80
Customer Community - Unlimited Edition (Members)	4,500
Service Cloud - Voice	34
Salesforce Scheduler - Unlimited Edition	10
Customer Community - Unlimited Edition (Logins/month)	50,000
Government Cloud Plus	1
Salesforce Shield	1
Lightning Platform - Unlimited Edition (Administrators)	10
OwnBackup for Salesforce	1

3.3 Case / Workflow General Scope

- Case Creation:** INPRS’s intent is to develop a robust system that empowers the state’s members and its relevant stakeholders to seamlessly submit support requests. Recognizing the diverse preferences and technical proficiencies of our user base, it is imperative that INPRS offer multiple avenues for case creation. This will include establishing channels via email, web portals, phone, and even social media platforms. The objective is not just to provide these channels but to ensure that each interface is intuitive, user-friendly, and aligned with the technological understanding of our members.
- Case Assignment:** An essential component of effective case management is the accurate and timely assignment of cases to appropriate personnel. INPRS aims to configure advanced assignment rules within Salesforce that will judiciously allocate cases - either to specific support agents or into designated queues. This allocation will be grounded in criteria such as the nature of the pension-related query, the demographic details of the member, or the specificity of the issue. However, the system must also provide administrative staff with the flexibility to manually override or reassign cases when situations warrant.
- Case Escalation:** Given the sensitive nature of pension-related inquiries and the implications for beneficiaries, it is crucial to have a responsive escalation mechanism in place. This will involve designing protocols within Salesforce that automatically identify and promote unresolved cases to higher support echelons, based on predetermined time frames and the complexity of the issue. This tiered approach ensures that cases receive the appropriate level of expertise and attention they warrant.
- Service Level Agreements (SLAs):** For a public state employee pension system, trust and reliability are paramount. As such, INPRS aims to draft and enforce clear SLAs that guarantee timely responses and resolutions for members. Salesforce will be customized to actively monitor these agreements, triggering notifications to agents and supervisory personnel if there is a risk of breaching the agreed-upon service levels.
- Email-to-Case/Web-to-Case:** To further streamline case management, INPRS will harness Salesforce’s built-in functionalities to transform incoming customer emails or web form submissions directly into trackable cases within the system. This automation will not only expedite case initiation, but also ensure that no communication falls through the cracks.

- **Knowledge Base:** Acknowledging the commonality of certain pension-related queries, it is prudent to develop a centralized knowledge repository. By leveraging the Salesforce Knowledge management system, INPRS aims to cultivate a dynamic library of articles addressing frequently encountered questions and challenges. This repository, accessible to both support agents and members, will foster self-resolution and reduce the dependency on direct agent interactions.
- **Case Collaboration:** The collaborative strength of social media tools like Chatter can be harnessed to bolster inter-agency communication. By facilitating a platform where agents can collaboratively address complex cases, share insights, and pool resources, INPRS aims to promote knowledge sharing and drive efficient case resolution while ensuring the confidentiality and privacy of members.
- **Case Tracking and Reporting:** Transparency and accountability are fundamental for a state-run entity. By incorporating advanced reporting tools within Salesforce, INPRS will provide stakeholders with real-time visibility into case metrics. Customizable dashboards will highlight pivotal data points, including case resolution times, beneficiary satisfaction rates, and agent efficacy, ensuring continuous process improvements.
- **Integration with Other Systems:** INPRS's pension system, being a multifaceted public service entity, relies on several technological tools and platforms. To offer a cohesive user experience, Salesforce's case management system will be integrated with pre-existing platforms, ensuring that support agents have a 360-degree view of every member's profile and interaction history.
- **Training and Support:** The deployment of any new system necessitates comprehensive training. INPRS is committed to ensuring that all relevant personnel, from frontline agents to backend administrators, are proficient in using the Salesforce case management module. This will be complemented by continuous post-deployment support, ensuring optimal system utilization and timely redressal of any technical challenges.

3.4 Integrations

- Integration accomplished through APIs managed within MuleSoft.
 - APIs will either be written natively within MuleSoft or be gatewayed within MuleSoft.
 - Integration APIs will either be developed by INPRS or another third-party under a separate contract.
- INPRS third-party record keeper (Voya) maintains a separate Salesforce instance to support Tier 1 member support. **The INPRS instance will need to be kept in sync with the Voya instance.**
- The proposal for this project should include any initial data load of the system required.

3.5 Documentation

- INPRS has the expectation that all documentation for system components will be distributed as part of the delivery and deployment of those components and will be considered a requirement for acceptance. The documentation and format required will be mutually agreed upon between INPRS and the chosen Vendor.

3.6 Customizations / Upgradeability

- It is INPRS's strong desire to keep system customizations to a minimum, ideally less than 1%, so that the system retains as much compatibility to future Salesforce releases as possible. Any customizations and/or modifications that could influence future compatibility need to be approved in advance by the INPRS team.

3.7 Separate RFP for Organizational Change Management (OCM)

- INPRS will be issuing a separate RFP for OCM services, and the vendor chosen for the CRM/Workflow project will be expected to coordinate with the efforts of the OCM team in order to provide a seamless approach regarding staff training.

SECTION 4 – CONTRACT AWARD

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

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

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

4.1 Length of Contract

The term of the contract entered into under this RFP shall be for an initial period of three (3) years, beginning from the date of final execution of contract. There may be three (3) one (1) year renewals under the same terms and conditions at INPRS's option up to the length of the original term. Total contract period shall not exceed ten (10) years.

4.2 Evaluation Criteria

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

- Each response will be evaluated based on the criteria listed below.
- Based on the results of the evaluation, the Proposal or Proposals determined to be most

advantageous to INPRS, considering all the evaluation factors, may be selected by INPRS for further action.

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

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

Specific criteria include:

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

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

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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 2.7 of this RFP for the applicable section of the business proposal. For each proposed revision, the Respondent should indicate that the change is required by the Respondent in any contract resulting from this RFP and why it is required or indicate that the change is desired (but not required) by the Respondent in any contract resulting from this RFP.

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

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

APPENDIX A.1 – ESSENTIAL CLAUSES

Essential Clauses in the System’s Sample Contract for Services

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

(Section 4) Access to Records

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

(Section 7) Audit and Audit Settlement

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

(Section 11) Compliance with Laws

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

(Section 13) Confidentiality of System Information

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

(Section 17) Disputes

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

(Section 18) Drug-Free Workplace Certification

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

(Section 23) Governing Law

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

(Section 25) Indemnification

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

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

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

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

(Section 34) Nondiscrimination

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

(Section 51) Investigations and Complaints

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

Additional contract provisions to which the System will not agree:

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

Acknowledgement

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

Signature: _____

Name/Title: _____

Company: _____

Date: _____

APPENDIX A.2 - SAMPLE CONTRACT FOR SERVICES

This CONTRACT FOR SERVICES (“Contract”) is entered into and effective as of _____, 20xx (“Effective Date”), by and between _____ (the “Contractor”) and the INDIANA PUBLIC RETIREMENT SYSTEM (the “System”).

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

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

WHEREAS, Contractor is willing to provide such services;

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

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

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

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

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

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

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

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

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

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

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

11. Compliance with Laws.

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

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

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

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

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

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

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

H. As required by IC §5-22-3-7:

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

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

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

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

- (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];
in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
- (B) the Contractor will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
- (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

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

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

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

14. Continuity of Services.

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

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

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

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

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

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

15. Debarment and Suspension

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

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

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

17. Disputes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. Key Person(s).

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

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

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

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

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

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

33. Minority and Women’s Business Enterprises Compliance

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

34. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee’s or applicant’s characteristic protected by federal, state, or local law (“Protected Characteristics”). Furthermore, Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the System and any applicant or employee of the Contractor or any subcontractor.

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

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

With a copy to:

B. Notices to the Contractor shall be sent to:

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

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

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

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

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

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

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

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

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

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

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

47. Termination for Default

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

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

[Contractor]

By: _____

Printed Name: _____

Title: _____

Date: _____

INDIANA PUBLIC RETIREMENT SYSTEM

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT A

Scope of Services

(Intentionally Left Blank)

ATTACHMENT B

Fees

(Intentionally Left Blank)

APPENDIX B – MANDATORY RESPONDENT FORMS

B.1 Taxpayer Identification Number Request

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

B.2 Foreign Registration Statement

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

APPENDIX C – MANAGEMENT PROPOSAL

Company Experience

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

Company Organization

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

Financial Information

Attach a copy of the Company’s audited financial statements for last two years.	Attached <input type="checkbox"/>
Provide Dun & Bradstreet number:	#

Previous Experience & References

As an Attachment, list four references where the contract is similar in scope to INPRS. At least three of the references must be government organizations. At least two of the references should be a vendor hosted solution. Provide the following information for each reference. References WILL be contacted in order for the System to evaluate the performance of the Vendor in that relationship.

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

Terminations

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

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

Prime Contractor

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

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

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

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

Testing			
Deployment			

Quality Management Approach

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

Proposed Project Approach

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

Project Organization

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

Project Team Matrix

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

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

Key Staff

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

Key Staff Assignment Priority

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

Project Management

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

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

Project Manager Qualifications

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

Implementation Plan

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

APPENDIX D – TECHNICAL RESPONSE

1. Company Information and Experience

- How many Salesforce CRM and Case Management implementations have you completed in the past 3 years?
- Can you provide references from similar projects?
- Describe your company's history and relationship with Salesforce.

2. Team and Resources:

- Describe the team structure that will work on this project.
- What are the certifications held by the team members, especially Salesforce certifications?
- What post-implementation support do you offer?

3. Project Approach and Methodology:

- Describe your typical design/development/implementation methodology.
- Describe your approach to elaborating current workflows and system requirements.
- What are the expected key milestones and deliverables?
- How do you ensure that the project stays on schedule and budget?
- How do you handle change requests during the project?
- Describe your company's scope management strategy / processes to include capturing, costing, prioritizing, and approving potential scope changes.
- Describe your company's risk / issue management processes.
- Identify and describe any tools that are used to help management risks / issues.
- Identify some of the key risks / issues / barriers your company has faced on projects of similar scope, size, and complexity.
- What mitigation / contingencies were put in place for those risks?
- How has your company used governance to resolve risks / issues / barriers?

4. Technical Expertise:

- How do you handle data migration; including cleaning, deduplication, and importing?
- What experience do you have with integrating Salesforce with other systems via MuleSoft infrastructure?
- Are you experienced in customizing Salesforce using both declarative (point-and-click) and programmatic (Apex, Visualforce, Lightning components, etc.) approaches?
- Describe your company's overall data migration strategy, plan, and methodology. Include data extraction, cleansing, mapping, and conversion, and testing.
- What roles / responsibilities will your company and INPRS play in data cleansing, mapping, and conversion?
- Identify when data migration will start, and finish related to the overall project timeline and describe why.

- What expectations does your company have on the status / state of the data prior to the start of the project?
- Describe all aspects of data testing that will be used to confirm in-scope data has been completely and accurately migrated.
- Provide examples of the error report(s) your company will provide as part of data conversion?
- What automation will be used as part of the data conversion and potentially data cleansing / correction?
- What specific experience does your company have when it comes to converting large quantities of data in different formats and locations?
- What are the key risks / issues that your company has faced with previous data conversions and what mitigation and contingencies did you identify and put in place?

5. Training and Change Management:

- Describe your training approach for end-users, managers, and administrators.
- Will application user training be provided and in what delivery method (e.g., instructor led on-site, instructor led remote, web-based, Computer Based Training modules, reference materials, etc.)?
- What training model will be used for application users if instructor-led training is chosen (respondent trained, train-the-trainer, combination)?
- How will new application users be trained going forward and what options exist for refresher training?
- Will online help be created / maintained as part of the application?
- Will there be a repository for training materials accessible by application users created / maintained?
- Describe the technical training that will be provided for team members that might ultimately support and maintain the application and / or the infrastructure.
- How do you support change management during the transition?

6. Costs:

- Provide a detailed cost breakdown for the project.
- Are there potential cost overruns, and how are they handled?

7. Quality Assurance and Testing:

- Describe your approach to quality assurance.
- How do you handle user acceptance testing (UAT)?
- What measures do you take to ensure data security and confidentiality during the project?
- Provide a test plan / strategy document that among other things describes the overall testing process and the types of testing that may be in scope before application functionality is implemented.
- Describe and provide process flow of the defect management process.
- Where will test cases/scripts be captured and maintained.
- Provide an example of a Requirements Traceability Matrix used on a similar project.
- Identify and describe any automated testing tools that will be used.

- What roles / responsibilities do you see for your company and for INPRS in testing the application?
- Identify and describe the testing environment(s) that your company recommends as part of the project and why.
- What communication avenue will be available to INPRS if defects are found in testing? Will your company use tools to track / manage defects?
- What role will migrated data play in the testing process?

8. Project Tools and Communication:

- What tools will be used for project management and communication?
- Describe your company's communication strategy for this project.
- Provide an example of the communication plan for this project to include roles responsibilities, communication types, methods of delivery, audiences to receive, timing, etc.
- How will your company monitor and confirm communications are working and adjust as needed?
- How frequently will status updates and meetings occur?
- Provide an example of a high-level project schedule for this project. This should include your company's tasks, sub-contractor owned tasks (if applicable), and INPRS-owned tasks in an integrated fashion. Include key tasks as part of development, testing, training, data conversion, other key areas of the project.
- Describe your company's method of creating the schedule and the method and frequency of maintaining the schedule throughout the project.
- Identify and describe the tool(s) your company uses to create and manage the schedule.
- Describe methods your company uses to measure schedule performance and how will you know when to escalate schedule risk?

9. Post-Implementation Support:

- What type of post-launch support do you offer?
- Is ongoing maintenance included in the proposal or is it charged separately?
- Describe your process for handling post-launch issues or bugs.
- Describe your company's overall support strategy?
- Provide a transition plan to be executed that will culminate in you supporting the application.
- What options exist and what is the recommended help desk availability window for the solution?
- What options exist for contacting the help desk and what is recommended approach for this solution?
- How are help desk operators trained?
- How does your company monitor the entire solution, including the application layer, network, and data center?
- Describe your company's escalation process. If there is a problem, what escalation procedures do you have? Are there tiered layers? What happens at each stage?

10. Case Studies and References:

- Provide detailed case studies, including outcomes, from past projects that are similar in scope and technical complexity? These would include transactional level integrations with target systems.
- Provide references, preferably from the same industry or projects of similar scale.

11. Future Enhancements and Upgrades:

- How do you ensure the solution is scalable for future growth?
- How do you handle Salesforce upgrades to ensure continuity of custom features?
- Describe your overall release management approach.

12. Intellectual Property:

- Who retains the rights to custom-developed code, configurations, and other IP created during the project?
- Describe your overall approach to transitioning this solution to INPRS.

13. Timeframes:

- Provide a tentative timeline for the project from kickoff to go-live.

14. Exit Strategy and Data:

- In the unlikely event of project termination, how would the transition occur?
How will you ensure all proprietary data is returned or destroyed?

APPENDIX E – DEFINITIONS

Data means all information, whether in oral, written, or electronic form, created by or in any way originating with INPRS, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or that in any way originated with INPRS, while using and configuring the Services.

Data Breach means any actual or reasonably suspected unauthorized access to or acquisition of Encrypted Data.

Employer Reporting and Maintenance System (ERM) is the custom software used by employers to communicate with INPRS's INPAS software.

Employers refers to the State or a political subdivision electing to participate in an INPRS plan.

Encrypted Data means Data that that is required to be encrypted under the contract and Statement of Work.

Indiana Pension Administration System (INPAS) is the Peoplesoft Pension software INPRS uses for administration of the pension plans.

Members refers to anyone who has been enrolled in an INPRS plan.

Security Incident means any actual or reasonably suspected unauthorized access to the contractor's system, regardless of whether contractor is aware of a Data Breach. A Security Incident may or may not become a Data Breach.

Service(s) means that which is provided to INPRS by contractor pursuant to this contract and the contractors obligations under the contract.

Service Level Agreement means a written agreement between both INPRS and the contractor that is subject to the terms and conditions of this contract. Service Level Agreements should include: (1) the technical service level performance promises (i.e. metrics for performance and intervals for measure); (2) description of service quality; (3) identification of roles and responsibilities; (4) remedies, such as credits; and (5) an explanation of how remedies or credits are calculated and issued.

Statement of Work means the written agreement between both INPRS and contractor attached to and incorporated into this contract.

Voya is INPRS's third party recordkeeper, which also hosts an instance of Salesforce.

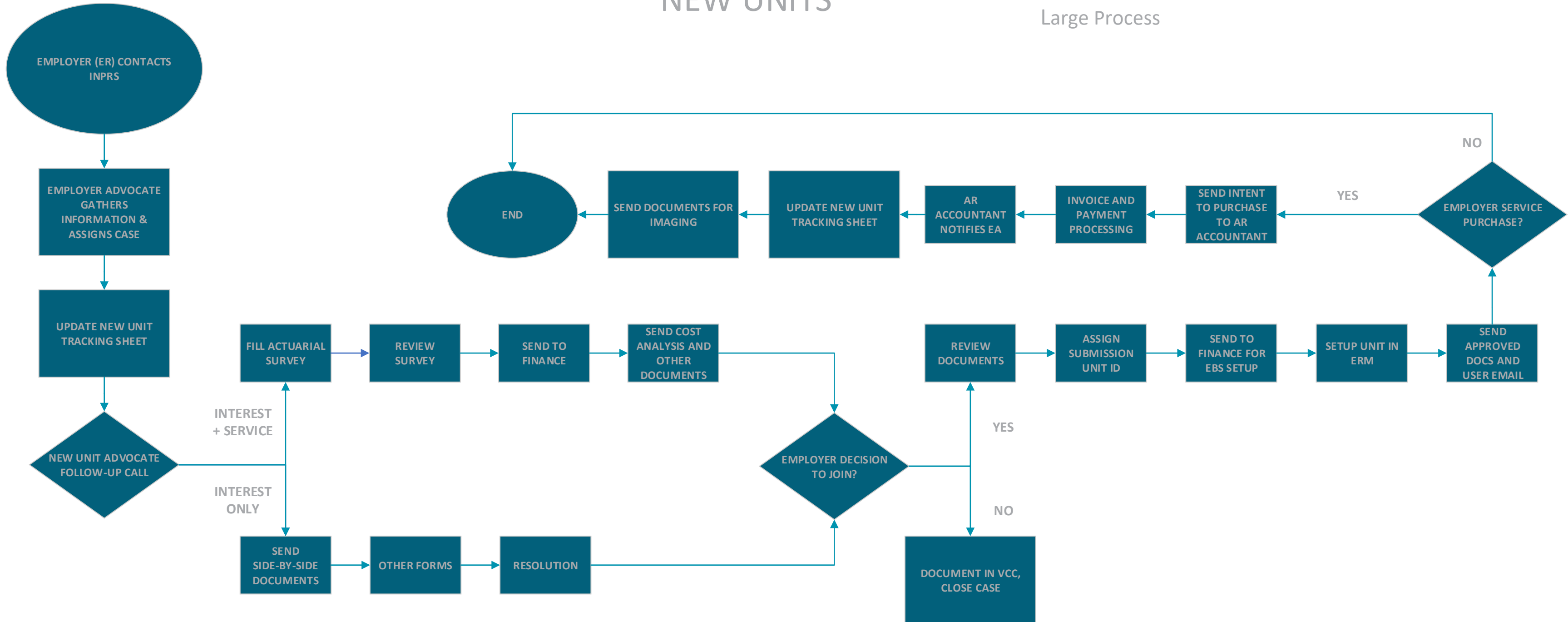
APPENDIX F – FEE PROPOSAL (IS A SEPARATE EXCEL FILE)

APPENDIX G - CATALOG OF INPRS'S PROCESSES (IS A SEPARATE EXCEL FILE)

Below are examples of large, medium, and small sample processes.

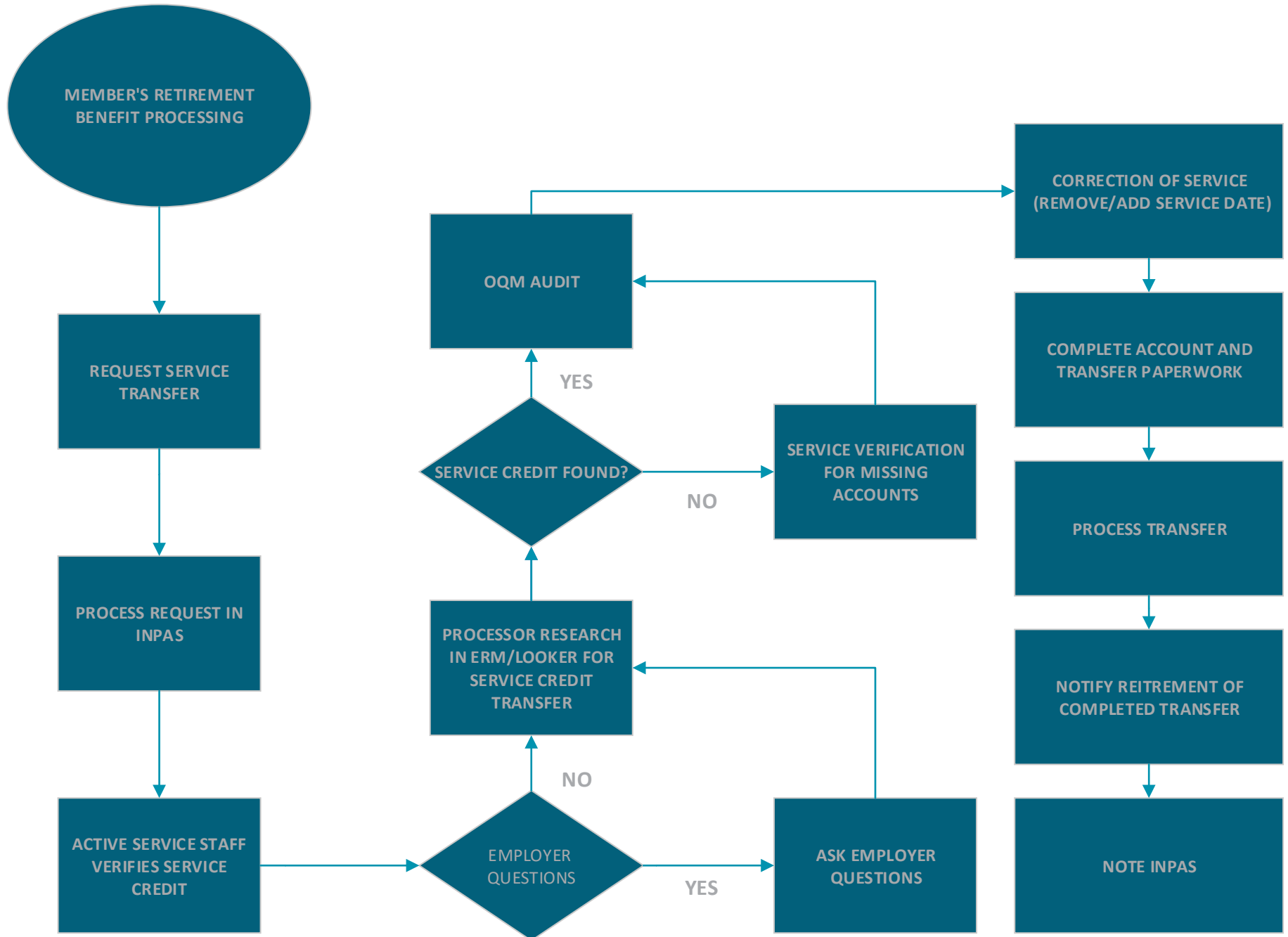
NEW UNITS

Large Process



SERVICE TRANSFERS (PERF/TRF)

FREQUENCY: ~45 PER MONTH



DATA CHANGE PROCESS

FREQUENCY: ~150 PER MONTH

Small Process

