



**REQUEST FOR PROPOSALS (“RFP”) for**

**CLOUD MIGRATION DISCOVERY AND STRATEGY SERVICES,  
IDENTITY & ACCESS MANAGEMENT (IAM) STRATEGY SERVICES,**

**AND**

**ZERO TRUST NETWORK ACCESS STRATEGY**

**RFP NUMBER 23-04**

**RELEASE DATE: JANUARY 9, 2024**

**DEADLINE FOR INQUIRIES: JANUARY 19, 2024, BY 3:00 PM EST**

**DEADLINE FOR SUBMISSION: FEBRUARY 20, 2024, BY 3:00 PM EST**

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## SECTION 1 – INTRODUCTION

### 1.1 Title

Request for Proposals (“RFP”) for Cloud Migration Discovery and Strategy Services, Identity & Access Management (IAM) Strategy Services, and Secure Access Service Edge and Zero Trust Network Access Strategy 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 consulting services for the following as described in Section 3 – Scope of Services:

- An application assessment and digital business adoption and transformation plan as it relates to Cloud Migration Discovery and Strategic Services such as AI, LCM, etc.
- Identity & Access Management (IAM) strategy, and
- Zero Trust Network Access (ZTNA) strategy

### 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 Issuer**

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

## **1.5 Contacts**

Inquiries from Respondents are not to be directed to any staff or member of the Board of Trustees of INPRS, except as outlined in *Section 1.8* of this RFP. Such unauthorized communication(s) may disqualify Respondent from further consideration. INPRS reserves the right to discuss any part of any response for the purpose of clarification. Respondents will be given equal access to any communications about the RFP between INPRS and other Respondents.

## **1.6 Pre-proposal Conference Call**

A pre-proposal conference call will be held on the date and time specified in *Section 1.18* 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.

## 1.7 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 1.18* of this RFP. Provide your company name and the contact information of the primary contact responding to this RFP.

## 1.8 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 1.18* 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.

## 1.9 Invitation to Submit Proposals

All proposals must be **emailed no later than February 20, 2024, at 3:00 PM EST to procurements@inprs.in.gov**. Any proposal received after the due date will not be considered.

## 1.10 Modification or Withdrawal of Offers

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

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

## 1.11 Confidential Information

Respondents are advised that materials contained in proposals are subject to Indiana's Access to Public Records Act ("APRA"), IC 5-14-3 *et seq.*, and, after the contract award, the entire RFP file may be

viewed and copied by any member of the public, including news agencies and competitors. The responses are deemed to be “public records” unless a specific provision of IC 5-14-3 protects it from disclosure.

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

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

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

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

## **1.12 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.

## **1.13 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.

## **1.14 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.

## **1.15 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.

### **1.16 Discussion Format**

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

### **1.17 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.

### **1.18 Summary of Milestones**

The following is the expected timeline for this solicitation:

<b>ACTIVITY</b>	<b>EXPECTED DATE</b>
<b>Release of RFP</b>	<b>Tuesday, January 9, 2024</b>
<b>Pre-proposal Conference Call (via Teams – see link at <a href="http://www.in.gov/inprs.quoting.htm">http://www.in.gov/inprs.quoting.htm</a> on that day)</b>	<b>Wednesday, January 17, 2024, 2:00 P.M. (EST)</b>
<b>Respondent’s Inquiry Period Ends</b>	<b>Friday, January 19, 2024, 3:00 P.M. (EST)</b>
<b>Answers to Inquiries Published to Website</b>	<b>Tuesday, January 30, 2024</b>
<b>Submission of Intent to Respond</b>	<b>Sunday, February 4, 2024</b>
<b>Respondent RFP Submissions Due</b>	<b>Tuesday, February 20, 2024, 3:00 P.M. (EST)</b>
<b>Finalist Presentations</b>	<b>Wednesday, April 3, 2024</b>
<b>Selection of Finalist</b>	<b>Wednesday, April 10, 2024</b>
<b>Contract Negotiation</b>	<b>Wednesday, April 17, 2024</b>
<b>Commencement of Services</b>	<b>Monday, June 3, 2024</b>

## **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 1.9* of this RFP and must include the following:

- A transmittal letter (with the information in *Section 2.2* of this RFP).
- A business proposal (with the information and attachments described in *Section 2.3* of this RFP).
- The completed *Appendix C – Questionnaire* (see separately provided Excel file).
- A fee proposal (included in *Appendix C – Questionnaire*, with the information in *Section 2.4* of this RFP).
- The required documents from *Appendix B*.

### **2.2 Transmittal Letter**

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

#### **2.2.1 Identification of RFP**

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

#### **2.2.2 Identification of Respondent**

The transmittal letter must identify the following information:

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

#### **2.2.3 Summary of Ability and Desire to Supply the Required Services**

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



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

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

#### **2.2.5 Confidential Information**

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.* (See **Section 1.11 of this RFP.**)

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

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

#### **2.2.6 Other Information**

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

### **2.3 Business Proposal**

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

#### **2.3.1 Executive Summary**

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

#### **2.3.2 Relevant Experience**

See *Appendix C* – Questionnaire, provided as a separate Excel file.

#### **2.3.3 Organizational Capability**

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

**i. Personnel**

See *Appendix C* – Questionnaire, provided as a separate Excel file.

**ii. Registration to do Business**

Respondents proposing to provide services required by this RFP are required to be registered to do business within the state with the Indiana Secretary of State. The contact information for this office may be found in *Section 1.15* of this RFP. This process must be concluded prior to contract negotiations with INPRS. It is the Respondent's responsibility to successfully complete the required registration with the Secretary of State. The Respondent must indicate the status of registration, if applicable, in this section of the proposal.

**iii. Financial Statements and Quality Assurance Report**

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

**2.3.4 Contract for Services**

*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.

**2.3.5 Assumptions**

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

**2.4 Fee Proposal (see Pricing & Contracting Tab in *Appendix C* - Questionnaire)**

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

This initiative encompasses a thorough and complete assessment of INPRS’s current systems, applications, and infrastructure to identify potential opportunities in execution of a digital transformation program for best preparing INPRS for the future. It includes evaluation of the technical feasibility, financial viability, staff skills of today and tomorrow, and strategic alignment of various workloads, business continuity, recovery, and system back-up with potential cloud platforms. Likewise, supporting methods for quality assurance, AI capabilities and options of how INPRS’s data is used internally and externally with AI tools, how to enable INPRS to use AI securely, how AI tools can make security products more effective, Life Cycle Management (LCM), and an Identity and Access Management (IAM) initiative to support a reduced IAM footprint and advanced cyber security across INPRS.

INPRS seeks IT professional consulting services to assist with seeking out all viable options in enhancing the current technology foundation including:

- An Application Assessment and Digital Business Adoption and Transformation Plan with the goal to provide a comprehensive overview of the existing IT assets, their dependencies, associated risks, and benefits of transitioning to the cloud, and supporting justification for a cloud service model.
- An Identity & Access Management (IAM) strategy with the goal of proactively measuring to manage user identities, control access permissions, access to accounts including user accounts, system accounts and elevated accounts, monitor user activity and mitigate security risks in a current and future environment. A comprehensive IAM initiative would encompass the implementation of industry accepted strong authentication measures like Multi-Factor Authentication (MFA), adherence to the principle of least privilege for user access, routine review and updates of user permissions, and diligent monitoring and auditing of user activity to proactively identify and address potential security risks. Additionally, education on best practices for password management, personal information protection, and vigilance against phishing attacks and social engineering would be integral to the IAM implementation for INPRS. IAM is a critical component of a robust cybersecurity strategy, which can help INPRS mitigate risks, protect sensitive data, and safeguard digital assets. The IAM strategy must be able to address today’s needs, transitional roadmap aligning with the Application Assessment and Digital Business Adoption and Transformation Plan and support the INPRS Master Data Management roadmap.
- A Secure Access Service Edge (SASE) and Zero Trust Network Access (ZTNA) strategy integrating, and further supporting, the Transformation Plan and IAM strategy.

Each Respondent should provide a detailed plan, including tasks, deliverables, resources, and timeline for how the Assessment will be managed. The plan should identify what tasks the vendor is responsible for and what tasks INPRS will be responsible for. The Plan should address the requested scope of work including:

### **Application Assessment and Digital Business Adoption and Transformation Plan**

1. Consultation and strategy development – Consultation and assistance in the development of a cloud service model including:
  - a) Review of INPRS’s strategic goals and objectives and existing INPRS IT strategic plan and roadmap and other IT roadmaps and assess INPRS’s application assess for future disposition

- b) Provide recommendations as it relates to INPRS's application assets
- c) Provide pros/cons to Cloud deployment models (public cloud, private cloud, hybrid cloud) and recommendation as it relates to INPRS's assets
- d) Provide pros/cons to Cloud Service Models (in-house, co-location, SaaS, PaaS, IaaS)
- e) Provide recommendations to INPRS's Application Disposition strategy (retain, rehost, replatform, repurchase, refactor, retire) as it relates to INPRS's application assets
- f) Provide merits of Private Cloud Infrastructure
- g) Cloud Application Development practices and procedures
- h) Where necessary, provide pros/cons to Migration Services – secure virtual or physical server migration, databases, enterprise applications and any other service that might require migration services for the deployment of a cloud infrastructure solution
- i) Where necessary, provide pros/cons to Managed Cloud Services – ability to consult for development, integration, optimization, and support solutions running on public and/or private clouds
- j) Development of a Services strategy (build vs buy)
- k) Considerations with security/management/governance of hybrid cloud environments
- l) Determine requirements for governance, including roles and responsibilities
- m) Considerations with Backup and Recovery Services – deployment and management of a backup and data recovery service(s)
- n) Data and analytic solutions
- o) Security considerations for infrastructure, applications, APIs and other cloud-based security solutions
- p) Considerations for all other solutions toolsets such as management and monitoring, related to the function and support of cloud infrastructure and platform solutions
- q) Thoughts providing for simplification of INPRS's infrastructure and minimize future technical debt and customization while maintaining scalability and sustainability
- r) Considerations to sustainable organizational and staffing solutions (including potential outsourcing of LCM activities)
- s) Considerations in the creation of a Cloud Center of Excellence
- t) Understanding of financial considerations (pricing models, chargeback, payment models, CapEx vs OpEx) including budgeting and predictability
- u) Attention to automation capabilities for infrastructure, software development and testing, and process efficiency
- v) Industry standards and best-practice
- w) Considerations to exit strategy (data ownership, backups, portability, lock-in)
- x) Identification of skills required to deliver and support future state along with strategies to obtain skills and/or personnel.
- y) AI integrations into service and operational business areas
- z) Ability for cybersecurity tools to share telemetry and work together (e.g. Cybersecurity Mesh Architecture)

## **Identity & Access Management (IAM) Strategy**

1. IAM Discovery and Implementation – Consultation and assistance in planning and preparation for the execution of an Identity and Access Management strategy including:
  - Machines, tokens, MFA, PAM
  - Identity Management for external and internal entities
  - Authentication Authorization
  - User Provision/Deprovision
  - Privileged Access Management
  - Network Account Management
- a) A Review of INPRS’s Identity and Access Management Strategy
- b) A key and certificate management lifecycle solution with the ability to monitor, facilitate, and execute every certificate process to ensure the integrity and security of network operations based on business risk, data sensitivity and industry best practices. Based on business risk and data sensitivity, consideration of Bring Your Own Key (BYOK) and/or Hold Your Own Key (HYOK).
- c) Consideration that the IAM solution must work cohesively with the application migration solution
- d) Understanding of training and skills development requirements for IAM administration
- e) Understanding compliance and regulatory requirements for IAM implementation
- f) Consideration of enhanced user experience and simplified IT administration
- g) Policy and Procedure review for gaps relating to user onboarding, offboarding, and access management
- h) Ensuring complete and accurate user permissions to avoid excess access privileges (while protecting and managing privileged access accounts) and/or data breaches
- i) Avoidance of unauthorized access to sensitive pension data due to weak or compromised user credentials
- j) Consideration of multifactor authentication (MFA) standards for on-network and off-network access
- k) Improvement to security and compliance based on an industry standard such as NIST Special Publication 800-63-3 Digital Identity Guidelines and its companions, or any other framework that can be mapped back to the NIST Cyber Security Framework
- l) Improved identity and access controls
- m) Improved audit and reporting capabilities for user access
- n) Simplification of user provisioning and de-provisioning processes
- o) Enhanced productivity through automated workflows and approvals
- p) Creation of a Roadmap for execution including timing, dependencies, budget, and resources

## **Secure Access Service Edge (SASE) and Zero Trust Network Access (ZTNA) Strategy**

This section of the RFP request is a subset of the Application Assessment and Digital Business Adoption and Transformation Plan RFP. It continues with a strategic objective to evolve and modernize INPRS’s network and security infrastructure. INPRS’s long-term strategy is to unify web, cloud services and private application access from a single vendor security service edge platform that provides secure access to any application from any device while pursuing a zero-trust strategy. The proposal should include a discovery and assessment of INPRS’s existing traditional data-centric security model

and recommendations for transitioning to a more distributed and cloud-native security architecture. The recommendation should include solutions that could include new technologies, cloud service providers, security services, and edge computing options that meet INPRS’s long-term strategy. The following illustrates the type of work that should be performed:

1. Conduct interviews with key stakeholders to understand business objectives, security concerns, and compliance requirements. Review existing security policies, procedures, and documentation. Gather information about the INPRS network infrastructure, including data centers, offices, remote work requirements, in-house and cloud applications. Evaluate the effectiveness of the current data-centric security model. Identify vulnerabilities, gaps, and limitations in the existing security infrastructure. Analyze and understand INPRS risk profile and threat landscape.
2. Propose a detailed cloud-native and distributed security architecture that unifies web, cloud services, and private application access from a single vendor. Specify the integration of security and network functions in a unified SASE model. Elements of the proposal should include but not limited to:
  - a) Network and Security Architecture: Define the architectural elements required for the proposed SSE solution, including edge nodes, access points, and network segmentation. Specify how the solution will ensure secure and optimized connectivity to web, cloud, and private applications.
  - b) Solution Capabilities: Identify and describe key solution capabilities, including security-as-a-service, secure web gateway (SWG), cloud access security broker (CASB), data loss prevention (DLP), identity-centric security, zero trust principles, and context-based access controls. Explain how these capabilities will support the organization's cloud business and technical functional objectives.
  - c) Technical Capabilities: Identify and provide recommendations for integrating the following technical capabilities:

**Core Technical Capabilities**

- Secure web gateway
- CASB
- ZTNA
- Software-defined WAN
- Network firewalling services
- Sensitive data and malware inspection
- Line-rate operation

**Recommended Technical Capabilities**

- Remote browser isolation
- Network sandbox
- DNS protection
- API-based access to SaaS
- Support for managed and unmanaged devices
- Web app and API protection
- Enhanced internet and/private backbone transport
- Content delivery network
- External DNS services
- Cloud onramp (simplified and automated integration with the public cloud)

- d) Risk Assessment and Compliance: Identify potential risks associated with the proposed model and provide risk mitigation strategies. Ensure that the proposed model aligns with relevant and specific compliance requirements (e.g., GDPR, HIPAA).

- e) Scalability and Performance Considerations: Evaluate the scalability of the proposed solution to accommodate future growth. Address performance considerations and potential latency issues.
- f) Cost Analysis: Provide a cost analysis comparing the proposed model with the existing security infrastructure. Include considerations for both capital and operational expenditures.
- g) Implementation Roadmap: Develop a phased implementation roadmap that outlines the steps, timeline, dependencies, and resource requirements for transitioning to the proposed SSE security model.

## **SECTION 4 – CONTRACT AWARD**

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

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

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

### **4.1 Length of Contract**

The term of the contract entered into under this RFP shall be for an initial period of 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 on the basis of the criteria listed below.
- Based on the results of the evaluation, the Proposal or Proposals determined to be most advantageous to INPRS, taking into account all of the evaluation factors, may be selected by INPRS for further action.
- In addition, the evaluation team will consider other factors they believe to be material for this selection.

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

Specific criteria include:

1. Fulfilling the requirements set forth in the RFP.
  - a. Respondents must not present their cloud or technical solution(s) since the intent of the RFP is for an independent and non-conflicting assessment.
2. Technical knowledge, skills, and other competencies of the vendor, including:
  - a. Respondent must have a broad and comprehensive understanding of various public clouds



(e.g., Oracle, AWS, Azure, etc. and private cloud options, as well as a technical understanding of said clouds to ensure they can align with INPRS's needs and infrastructure), private cloud options, hybrid cloud architectures and related cloud security including IAM, CASB, API and SAAS Security, and a technical understanding of said clouds to ensure they can align with INPRS's needs and infrastructure.

3. Respondent qualifications
  - a. Respondent must have existing staff with previous experience within the fields of Cloud Architecture, Enterprise Security, and Organizational Change Management which will be assigned to this engagement, or existing business partnerships with entities within these areas of expertise.
  - b. Staff assigned to the engagement are expected to either work on-site at the Indianapolis offices located within Indianapolis, or domestic within the U.S.
4. Quality and completeness of responses to this RFP.
5. Quality of references.
6. Experience and track record.
  - a. Respondent must have proven experience in creating and/or implementing basic and advanced IT network concepts like network appliances security, identity and access management (e.g. technologies like Microsoft AD, Centrify, etc.), cloud private and/or public network security, and IDM/IAM/CIAM/CASB etc.
  - b. Respondent must be able to provide examples of similar engagements aligned with the Scope of Services.
  - c. Previous experience with Government organizations is preferred.
7. Price including a detailed fee proposal.
8. Quality of finalist presentation, if selected.
9. Additional qualifying factors, as determined relevant by INPRS including:
  - a. Respondent staff must be able to travel to the INPRS offices located within Indianapolis.
  - b. Respondent will be required to provide their staff with a computer and software capable of performing all needed job duties.

References may be contacted. It is possible that finalists will be interviewed by persons participating in the selection process. **Note that INPRS will not electronically communicate with any Respondents using non-company-maintained email for file sharing accounts.**

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

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

If Respondent wishes to amend any term or change any language in the base contract being submitted, proposed language should be included in the business proposal in the form of an amendment to the base contract. See *paragraph 2.3.4* 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 is a material breach of this Contract and grounds for immediate termination and denial of further work with the System.

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

H. As required by IC §5-22-3-7:

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

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

(i) IC §24-4.7 [Telephone 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.** The Contractor understands and agrees that any data, materials and information disclosed to the 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. The Contractor acknowledges and agrees to comply with any applicable requirements set forth 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), the 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 the Contractor as a result of the Contractor's error, the 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:

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B. Notices to the Contractor shall be sent to:

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**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.

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

**[Contractor]**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**INDIANA PUBLIC RETIREMENT SYSTEM**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ATTACHMENT A**

**Scope of Services**

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**ATTACHMENT B**

**Fees**

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## **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 – QUESTIONNAIRE (IS A SEPARATE EXCEL FILE)**

The file will be located at this webpage: <http://www.in.gov/inprs.quoting.htm>

Filename: RFP 23-04 Cloud Migration Appendix - C Questionnaire.xlsx