



REQUEST FOR PROPOSAL

Disability Medical Determinations and Claim Services

RFP # O-2025-1

Issued January 2, 2025

Iowa Public Employees' Retirement System
7401 Register Drive
Des Moines, IA 50321
Phone: 515-281-0033
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Website: www.ipers.org

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PART 1

PURPOSE, BACKGROUND INFORMATION, MINIMUM REQUIREMENTS AND SCOPE OF SERVICES

A. PURPOSE

1. The purpose of this Request for Proposal (RFP) is to hire a qualified Vendor to handle various aspects of disability management, including evaluating disability claims, ensuring compliance with relevant laws and regulations, and managing ongoing cases effectively.
2. IPERS anticipates an initial engagement period of three years with three optional one-year extensions.
3. Vendors must satisfy all requirements for their proposal to receive consideration by IPERS.
4. Any Vendor that meets the requirements of this RFP is encouraged to submit a proposal. The RFP is available electronically on the IPERS website, www.ipers.org, and on the state of Iowa website, www.iowa.gov.

B. BACKGROUND INFORMATION

As the state's largest public retirement system, IPERS is a \$43.61 billion trust fund that pays \$2.6 billion in annual benefits to more than 125,000 retirees. It is a multiple employer, defined benefit plan with qualified plan status under federal Internal Revenue Code section 401(a). IPERS provides retirement, survivor, disability, and death benefits to employees of Iowa's schools, cities, counties, state agencies, special service, and protection occupations.

IPERS disability benefits provide important protection for members who become ill or seriously injured. Approved disability benefits provide a monthly payment that can be received at any age, without reduction on early retirement. Disability benefits differ between Regular and Special Service Members. Protection Occupation members and Sheriff/Deputy Sheriff members are collectively known as Special Service members.

IPERS disability program maintains contact with members who are applicants as well as employers, medical providers, worker's compensation, attorneys, and other interested parties regarding the disability process and case management. Disability team members are required to gather pertinent medical records from the member as well as any relevant incident reports from the employer and decisions from workers compensation and insurance carriers. IPERS processes on average 160 applications per year. In FY2024, there were 5,076 members that received disability benefits.

C. SCOPE OF SERVICES

Task 1/Deliverables

Disability Claim Management:

- Initial claim intake and processing for member's records which can include:
 - Completed and signed disability application.
 - Employee's job functions and requirements.
 - Employment records and applicable incident reports regarding the alleged illness or injury.
 - Worker's compensation records and applicable decisions.
 - Medical records.
 - Other records and other materials as requested.
 - May also request a fit for duty exam prior to making any appointments with the UIHC on a case-by-case basis.
 - May also contract with an independent physician for a medical review prior to or after the case is reviewed by UICH on a case-by-case basis.

- Medical and vocational analysis and evaluations:
 - Request and review additional medical documentation to make an initial determination if medical evidence suggests the reported illness or injury qualifies for the requested disability as listed on the application.
 - Provide analysis, then compile prompt, clear, concise, written reports from medical records to Special Service Death and Disability (SSDD) Bureau Chief.
 - Schedule appointments with the University of Iowa Hospitals and Clinics (UIHC) Medical Board for a disability evaluation.
 - Review UIHC Medical Board decision and make a recommendation to the SSDD Bureau Chief regarding the award of disability.

- Adjudication and determination of disability status:
 - Review appeals and prepare documentation.
 - Attend required hearings as an expert witness.

- Ongoing case management and periodic reviews of continued disability status for approved claims including:
 - Collection of tax documents of special service members who are in pay status. Then reviewing those accounts for any monetary offsets that may need to occur.
 - Collection of disability award letters from Social Security on all regular class members to determine if they still meet the criteria for IPERS disability.

Task 2/Deliverables

Compliance and Reporting: Ensure compliance with all applicable federal, state, and local laws, regulations, and internal policies.

Task 3/Deliverables

Communication and Support: Provide clear communication, assistance, and support to IPERS' employees, members, employers, and other stakeholders.

Task 4/Deliverables

Data Management, Handling, Storage and Security: Treat all members and IPERS information as confidential, including, but not limited to, all data created, gathered, generated, or acquired within the scope of the contract. Sensitive information inclusive of, but not limited to, member and beneficiary information must be kept confidential and in accordance with HIPAA standards.

Task 5/Deliverables

Technology Integration: Expectations for the integration of Vendor systems with the pension fund's existing technology infrastructure.

D. REQUIREMENTS

To be considered as a Vendor for the requested services, the Vendor submitting a proposal must meet the following requirements:

1. Vendor shall, as of the date of the submission of its proposal, have a minimum of five years of experience in providing similar services, preferably for public pension systems and/or the public sector.
2. At least one team member working on this project shall have a minimum of five years' experience providing similar services for projects of a similar nature, complexity, and size as those required by this RFP.
3. Vendor shall attest to having sufficient qualified staff to provide the services required by this RFP.

PART 2

ADMINISTRATIVE INFORMATION

A. INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. Vendors responding to this RFP must provide answers to the questions posed in Part 3 of this RFP. All proposals must be complete in every respect and must answer concisely and clearly all questions proposed by the RFP.
2. **Proposals shall be submitted with a cover letter stating in the affirmative that the Vendor meets each and all the minimum requirements listed in Part 1.D and is able and willing to provide the scope of services described in Part 1.C of this RFP.** The cover letter and the offer made by the proposal, and any clarifications to that proposal shall be signed by an officer of the offering firm or a designated agent empowered to bind the firm in a contract.
3. Proposals should follow the order of questions as they are asked in Part 3 of this RFP. In response to each question asked in Part 3, restate the **main** question (denoted by a number or a letter) in bold font followed by your answers stated in regular font. Responses should be thorough and answer the specific question asked (including the issues addressed in the bullet points following a question).
4. Supporting material must be clearly referenced to the applicable question posed in Part 3.
5. Communication regarding this RFP or the Vendor's proposal shall only be made to the RFP Coordinator identified in item 9 below, and Vendors should not discuss the RFP or their proposal with other IPERS staff or Board members. Vendors will be given the opportunity to submit written requests for clarification of questions or terms contained in the RFP. In all cases, verbal communications will not override written communications.
6. IPERS reserves the right to amend this RFP at any time. In the event IPERS amends the RFP, the amendment will be posted on IPERS' website at www.ipers.org. A Vendor's response to this RFP must include an acknowledgement of all such amendments.
7. **Proposals must be received no later than 5:00 p.m. Central time on January 31, 2025.**
8. A Vendor must email a complete electronic version of its proposal to erin.irvine@ipers.org. The email should be clearly marked with the subject "RFP # O-2025-1 Submission". Vendors that submit proposals that do not meet the minimum requirements will be so notified.
9. The RFP Coordinator is:

Erin Irvine
Iowa Public Employees' Retirement System
7401 Register Drive

Des Moines, IA 50321
Phone: (515) 281-0033
Email: erin.irvine@ipers.org

10. IPERS is subject to the legal requirements established for Iowa state agencies as described in Part 4 of this RFP. Vendors are encouraged to have their legal counsel review Part 4 before submitting a proposal.

B. REJECTION OF PROPOSALS

1. IPERS reserves the right to reject without penalty any or all proposals in whole or in part received by this request, due to noncompliance with the requirements of this RFP or for any other reason. Issuance of this RFP in no way constitutes a commitment by IPERS to award a contract or to enter into a contract with a successful bidder. IPERS further reserves the right to cancel this RFP, to issue a new RFP, or to award a contract in whole or in part if deemed in the best interest of IPERS. The RFP and the RFP process are for the sole benefit of IPERS and its members. IPERS will not pay for any information herein requested, nor is it liable for any costs incurred by the submitting proposals.
2. Vendors whose proposals do not meet the minimum requirements will be so notified. After evaluation of the proposals, selection, and approval by IPERS, all Vendors will be notified of the successful firm or firms.
3. IPERS reserves the right to not hire or to defer the hiring of a Vendor for these services.

C. DISCLOSURE OF PROPOSAL CONTENT

The laws of Iowa require that the content of bidders' proposals be maintained in confidence prior to the issuance of a notice of intent to award a contract. If IPERS issues a notice of intent to award a contract at the conclusion of the selection process, the contents of all proposals, excluding confidential information, will be placed in the public domain and open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and protected by law may be withheld, but only if designation of such sections is stated in proposing Vendor's cover letters and confidential information is **clearly identified** as such on each of the applicable pages within the body of the proposal.

Any proposal submitted which contains confidential information must be conspicuously marked as containing confidential information. Each page upon which confidential information appears must be conspicuously marked as containing confidential information. **Identification of the entire proposal as confidential shall be deemed non-responsive and disqualify the Vendor.**

If the Vendor designates any portion of the RFP as confidential, the Vendor must

submit one “excised copy” of the proposal from which the confidential information has been excised. This excised copy is in addition to copy requested in Part 2, A.8 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the proposal as possible.

The Vendor’s failure to request confidential treatment of material shall be deemed by IPERS as a waiver of any right to confidentiality, which the Vendor may have had.

D. PROPOSAL OBLIGATIONS

The contents of the proposal and any clarifications thereto submitted by the successful Vendor shall become part of the contractual obligation and will be incorporated by reference into the ensuing contract.

E. DISPOSITION OF PROPOSALS

All proposals submitted become the property of IPERS. Notwithstanding the foregoing, if IPERS decides to terminate the selection process prior to the issuance of a notice of intent to award a contract, it will destroy or shall direct the destruction of all proposals and no file copies, either physical or electronic, shall be maintained by IPERS or its agents. Proposals that are received after the submission deadline will not be considered.

F. GRATUITIES

1. The laws of Iowa provide that it is a felony to offer or promise to give anything of value or benefit to a state employee with the intent to influence that employee’s duties. Evidence of violations of this statute will be turned over to the proper prosecuting attorney.
2. IPERS provides reimbursement for transportation, lodging, meals, and miscellaneous expenses for its employees, determined by the agency and applicable law.
3. IPERS employees are subject to stringent statutory restrictions relative to acceptance of gifts, meals, lodging or transportation from any service contractor. Except for expenses associated with attending Vendor-sponsored educational conferences, and only to the extent such expenses are covered by the Vendor for its other clients, no meals, or travel expenses may be provided or subsidized by a Vendor for IPERS employees.

G. IOWA STATUTES AND RULES

The terms and conditions of this RFP shall be construed in accordance with the laws of Iowa. Whenever differences exist between federal and state statutes or regulations

affecting this procurement, interpretation shall be in the direction of that which is most beneficial to the interests of the state of Iowa.

H. SIGNATURE OF PROVIDER'S AGENT

The offer made by the proposal, and any clarifications to that proposal, shall be signed by an officer of the offering firm or a designated agent empowered to bind the Vendor in a contract.

I. AWARD OF MANDATE

IPERS reserves the right to award a contract not necessarily to the Vendor with the lowest fee or cost proposal, but to the Vendor(s) that will provide the best match to the requirements of the RFP. The successful Vendor will be determined in accordance with the evaluation criteria defined by IPERS.

J. EVALUATION OF PROPOSALS

IPERS will evaluate the proposals according to the evaluation criteria specified in this RFP. It is possible that IPERS may conduct finalist interviews and office visits with the top scoring Vendors.

K. EVALUATION CRITERIA

Proposals will be evaluated using the following criteria:

Project Team	20%
Services to be provided and availability	30%
Firm Experience	30%
Pricing	20%

L. SCHEDULE OF EVENTS

1. **January 2, 2025** - RFP notice will be posted on the Department of Administrative Service's website for Targeted Small Businesses.
2. **January 6, 2025** - RFP will be posted on the IPERS website and the state bid opportunities website.
3. **January 13, 2025** - INQUIRIES - Inquiries and requests for interpretation or clarification of the RFP from potential bidders will be accepted only via email. All inquiries must be received no later than 5:00 p.m. Central time on this date. Vendors must email their inquiries to IPERS (with subject as "RFP # O-2025-1 Inquiry") at the following address: erin.irvine@ipers.org.
4. **January 17, 2025** - RESPONSE TO INQUIRIES - If possible, responses will be posted

on <https://www.ipers.org/about-us/requests-proposals> by 5:00 p.m. Central time on this date.

5. **January 31, 2025** - PROPOSALS DUE - The proposal must be submitted by email to erin.irvine@ipers.org by 5:00 p.m. Central time on this date. The email should be clearly marked with the subject "RFP # O-2025-1 Submission".
6. **February 2025** - FINALIST INTERVIEWS - if necessary.
7. **February 2025** (Tentative) - ANNOUNCEMENT OF SELECTION - The System will notify all Vendors that submitted a proposal of its selection, which shall be subject to successful negotiation of a contract with the selected firm(s).
8. **March 1, 2025** - CONTRACT START DATE.

M. AUTHORIZATION TO RELEASE INFORMATION

IPERS reserves the right, either directly or through its authorized representative, to obtain from all sources, pertinent information concerning a Vendor, a Vendor's products, services, personnel, or subcontractors.

By submitting a proposal, the Vendor hereby authorizes IPERS and its authorized representatives to obtain information regarding the firm's performance on other contracts, agreements, or other business arrangements, its business reputation, and any other matter pertinent to the evaluation and selection of a successful Vendor in response to this RFP. This includes, but is not limited to, the right to conduct criminal history, prior performance, reference checks, and other background investigations for persons retained by the Vendor or other persons identified in the Vendor's proposal. This also includes, but is not limited to, the right to obtain, verify, and consider information from sources such as the Vendor's performance of contracts for other clients.

The Vendor, in submitting its proposal, hereby releases, acquits, and forever discharges IPERS, the state of Iowa, and their trustees, officers, employees, and agents from any and all liability whatsoever including all claims, demands, and cause of action of every nature and kind affecting the firm that it may have or ever claim to have relating to information, data, opinions, and references obtained by IPERS in the evaluation and selection of a Vendor in response to this RFP.

The Vendor, in submitting its proposal, authorizes IPERS and its authorized representatives to contact all the persons, entities and references which are directly or indirectly, listed, submitted, or referenced in Vendor's proposal submitted in response to this RFP.

By submitting its proposal, the Vendor authorizes all persons and entities to provide information, data, and opinions regarding the Vendor's performance under any contract, agreement or other business arrangement, Vendor's ability to perform, Vendor's business reputation and any other matter pertinent to the evaluation of the Vendor. The

Vendor and its partners, officers, directors, employees and agents hereby release, acquit and forever discharge any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned Vendor that it may have or ever claim to have relating to information, data, opinions and references supplied to IPERS in the evaluation and selection of a successful Vendor in response to this RFP.

N. ETHICS POLICY DISCLOSURES

IPERS staff and Board members are subject to an Ethics Policy adopted by the Investment Board. IPERS [Ethics Policy](#), requires Vendors and their agents to disclose campaign contributions made to campaigns for public elective office of IPERS staff and Board members. If your firm is selected as a semifinalist, you will be required to disclose any campaign contributions made by the firm and/or its employees or agents to any campaign for public elective office of IPERS Board and staff members or their spouses within the previous two-year period.

O. APPEALS

Filing an appeal. Any Vendor that filed a timely bid or proposal and that is aggrieved by an award made by IPERS may appeal the decision by filing a written notice of appeal with Chief Executive Officer (CEO) Greg Samorajski, 7401 Register Drive, Des Moines, Iowa, 50321, within five calendar days of the date of award, exclusive of Saturdays, Sundays, and legal state holidays. IPERS must receive the notice of appeal within the specified time frame for it to be considered timely. The notice of appeal shall state the grounds upon which the firm challenges the IPERS' award.

Procedures for Vendor appeal. The appeal will be treated as "other agency action" in accordance with Iowa Code chapter 17A and cases interpreting this Code chapter. The procedure for an appeal of "other agency action" is to allow the Vendor an opportunity to be heard. To fulfill this obligation, the Vendor has five calendar days from the date the notice of appeal was filed with IPERS to submit any written arguments and documents it wants considered related to the merits of the appeal.

The aggrieved Vendor may, or may not, be afforded an opportunity to discuss the merits of the appeal with CEO Samorajski, over the telephone or in person. CEO Samorajski will issue a final agency decision related to the appeal. The exclusive means for a Vendor to seek further review of the final agency decision shall be governed by Iowa Code §17A.19.

PART 3

QUESTIONNAIRES

The proposal must answer the following questions:

A. Organization / Firm

1. Provide information about your company's corporate or other business entity structure, including company ownership information.
 - Attach an organizational chart showing principal officers, directors, managers, and staff members who will be associated with providing services related to this RFP.
 - Indicate the year in which your company was established.
 - Indicate if your company is a subsidiary or affiliate of another company, and if yes, list the name(s) of the affiliated companies or parent company.
 - Provide full disclosure of any direct or indirect ownership or control by any administrative service agency and/or financial institution and describe the relationship fully.
2. Describe any acquisitions and/or mergers or other material developments regarding your organization (e.g., changes in ownership, personnel, business, etc.) pending now or that occurred in the past five (5) years. Disclose any potential mergers or acquisitions that have been recently discussed by senior officials and could potentially take place within three (3) years after a contract is executed.
3. Provide information about any accreditations, certifications, or industry designations your company currently holds, and/or has been awarded in the past five (5) years.
4. Describe the company's method of monitoring the quality of deliverables and how you maintain compliance with HIPAA regulations.
5. Summarize any legal actions taken against your company in the past three years, including number of suits, causes of action, and amounts of any monetary settlements or judgments.
6. How many clients do you service, and in recent years how many have relied on you for the type of services contemplated by this RFP? How many and which of these clients are public sector employers?
7. Identify two current consulting relationships encompassing similar scope of services that this RFP addresses, and the total time spent by company's staff on projects for those clients.
8. Provide three references for which the Vendor has completed work similar in scope and budget to the information included in Part 1.C. For each reference, provide the organization name, contact person, phone number, email address, and a summary of the work performed for that client.

B. Project Team

1. Provide brief profiles and experience of Key Personnel, Project Manager, and any other team members assigned to provide the requested services.
2. Outline specific knowledge any team members or Key Personnel have with public retirement disability management.
3. Who will be the Client Relationship Manager (or equivalent) allocated to this project? Who is the back-up during illness/vacations?

C. Operations/Processes

1. Describe the proposed approach and methods to be used in providing all required services outlined in Part 1.C.
2. Describe your approach to client relationship management and describe what client relationship services can be expected during:
 - a. Pre-launch and set-up
 - b. On-going operations
3. Identify the days of effort anticipated to be expended each month by Key Personnel to fulfill the tasks outlined in Part 1.C.
4. Propose a project timeline.

D. Pricing

1. Provide a detailed fee proposal for all services that are included in the scope using above assumptions.
2. Are there additional costs (that aren't listed) IPERS will incur to establish the relationship with the provider? If yes, provide an estimate.

PART 4

REQUIRED CONTRACT TERMS AND CONDITIONS

The terms and conditions below, as written, shall be included in any contract with the Vendor.

INDEMNITY FROM LIABILITY

The Vendor agrees to indemnify and hold harmless the state of Iowa, the System, and the System's staff and board members ("Indemnified Parties") jointly and severally, from and against any and all losses, claims, damages, settlements, judgments, expenses, costs (including attorney fees of IPERS staff or of the Iowa Attorney General's Office), or liabilities of any kind which result from the Vendor's negligent or wrongful performance in breach of this Contract or of any agreement which the Vendor, in its capacity as such, entered into with a third party.

The Vendor shall, at its sole cost, have control over the defense, payment, settlement, or other disposition of, any third-party action, claim, suit, dispute, arbitration, or proceeding (referred to in this paragraph as "action") involving any obligation or liability assumed by or imposed upon the Vendor pursuant to this section. The Vendor shall have the right to conduct and control all negotiations and proceedings with respect thereto; provided, however, that (1) the Vendor shall fully and promptly keep all Indemnified Parties informed of the status of such actions, and (2) no settlement or disposition shall be made without written approval of the System, which approval shall not be unreasonably withheld.

Notwithstanding the foregoing, an Indemnified Party shall always be entitled to employ counsel separate from counsel for the Vendor and from any other party in such action, and in such event, the Indemnified Party and its counsel may participate in such action as it deems necessary. All reasonable fees and disbursements of such separate counsel shall be paid by the Vendor. If the Indemnified Parties desire separate counsel, the Indemnified Parties (if more than one) shall select one separate counsel, unless the Vendor agrees to the selection of individual separate counsel for each Indemnified Party in such action, or unless, in the reasonable opinion of the separate counsel, a conflict of interest exists or may exist between or among any Indemnified Parties, in which event those Indemnified Parties with conflicting interests shall be entitled to individual, separate counsel.

SOVEREIGN IMMUNITY

IPERS hereby reserves all immunities, defenses, rights or actions arising out of its sovereign status or under the Eleventh Amendment to the United States Constitution, and no waiver of any such immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by its entry into the Contract, by any express or implied provision thereof or by any actions or omissions to act on behalf of the Vendor or any representative or agent of the Vendor, whether taken pursuant to the Contract or prior to the entry by the Vendor into the Contract. For greater certainty, it is understood that the sovereignty and authority of the Vendor, and

the nature and extent any such immunities, defenses, rights, or actions shall be determined under the Iowa Constitution and other substantive laws of Iowa.

JURISDICTION OF DISPUTES

This Contract shall be governed under Iowa law. Jurisdiction over disputes involving this Contract, not settled by mutual consent of the parties, shall be solely in the courts of the state of Iowa and shall be tried in Polk County, Iowa District Court, or the United States District Court for the Southern District of Iowa, if jurisdiction is appropriate in federal court.

CONTRACT TERM

The initial term of the contract for the selected Vendor shall be three years and shall be eligible for up to three optional one-year extensions, subject to mutual agreement. IPERS reserves the right to terminate the contract without penalty at IPERS' discretion, with or without cause, after (30) days' written notice to the Vendor.

ATTACHMENT 1:

SAMPLE CONTRACT

WHEREAS, the parties hereto desire to enter into this Contract for the purpose of providing disability medical determinations and claim services to the Iowa Public Employees' Retirement System (IPERS) whose business location is 7401 Register Drive, Des Moines, Iowa 50321.

NOW, THEREFORE, for the mutual covenants and agreements herein contained, the parties agree as follows:

1.1 PARTIES TO THE CONTRACT. This contract shall be between [Bidder], and the Iowa Public Employees' Retirement System, hereinafter referred to as IPERS, for disability medical determinations and claim services as specified by this Contract.

1.2 TERM OF CONTRACT. This contract shall begin [insert period]. The initial term of the contract shall be for a three (3) year period ending on [insert date]. IPERS shall have the exclusive option to renew this contract for one (1) additional three-year period. Notice of renewal will be served upon [Bidder] thirty days prior to the expiration of the initial contract period or subsequent renewal date.

1.3 DELIVERABLES. [Bidder] shall be responsible for the following deliverables as they are required by IPERS, and such other deliverables as may be mutually agreed upon in writing between [Bidder] and IPERS:

[Insert Deliverables]

1.4 FEES. In exchange for the services and deliverables provided to IPERS by [Bidder], IPERS will pay [Bidder] [insert fees].

1.5 PROJECT FEES. Periodically, IPERS may request services and/or deliverables from [Bidder] in which a negotiated project fee will be appropriate. In the event that a project is requested, IPERS will provide [Bidder] with the general scope of the project and allow [Bidder] to submit a proposed project cost. If the proposed project cost is acceptable to IPERS, services and deliverables related to the project will be billed to IPERS on a monthly basis. Monthly billing shall equal the agreed upon project cost divided by the number of months anticipated for the project. IPERS shall pay the monthly billing minus five (5) percent. IPERS shall retain the five (5) percent until completion of the project. Upon completion of all project requirements, IPERS shall assess [Bidder]'s performance and determine how much of the retained amount will be paid to [Bidder]. [Bidder] will be entitled to the full retainage if all project and performance requirements were completed to IPERS' satisfaction.

1.6 ANCILLARY COSTS. IPERS will not pay [Bidder] ancillary costs.

1.7. TERMINATION OF CONTRACT. IPERS reserves the right to terminate this Contract without penalty under any one of the following circumstances:

1.7.1 At IPERS' discretion, with or without cause, after thirty (30) days written notice to the [Bidder];

1.7.2 As a result of the [Bidder]'s default or material breach of contract; or

1.7.3 As a result of the non-availability or non-appropriation of funds. IPERS shall have the right to terminate this Contract without penalty after thirty (30) days written notice to the [Bidder] documenting the lack of funding, program discontinuance or alteration. Unless otherwise agreed to by the parties, the Contract shall become null and void on the last day for which appropriations were available.

1.7.4 Remedies of [Bidder] in the event of termination by IPERS. In the event of termination of this Contract for any reason, the exclusive, sole and complete remedy of [Bidder] shall be payment from IPERS for services rendered up to and including the date of termination of the Contract and for which IPERS is obligated to pay pursuant to the Contract. Payment will be made only upon submission of invoices and proper proof of [Bidder's] claim. This provision in no way limits the remedies available to IPERS under this Contract in the event of termination. However, IPERS shall not be liable for any of the following:

a. The payment of unemployment compensation to [Bidder's] employees.

b. The payment of workers' compensation claims which occur during the Contract or extend beyond the date on which the Contract terminations.

c. Any costs incurred by [Bidder] in its performance of the Contract, including, but not limited to sales taxes, excise taxes, use taxes, income taxes or property taxes.

1.8 EQUAL EMPLOYMENT OPPORTUNITIES. [Bidder] shall comply with the provisions of federal, state, and local laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, disability, or national origin. Upon IPERS' written request, the [Bidder] shall submit to IPERS a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11–121. [Bidder] shall ensure that all authorized subcontractors comply with the provisions of this clause. Violation of this clause could result in termination of the Contract and a prohibition from future contracts with IPERS.

1.9 AUDIT AND EXAMINATION OF RECORDS.

1.9.1. [Bidder] agrees that the Auditor of the State of Iowa or any authorized representative of the State or of IPERS shall have access to and the right to examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, and records of the [Bidder] relating to this Contract.

1.9.2 [Bidder] shall retain all records relating to this Contract for five (5) years following the date of final payment or completion of any required audit, whichever is later.

1.9.3 Compliance with this clause does not relieve [Bidder] from retaining any records required by other laws or regulations of federal, state or local government units. [Bidder] will not be eligible for additional payments from IPERS for expenses incurred to comply with the foregoing audit requirements.

1.10 CONTRACT CHANGES. Changes in any of the provisions of this Contract may be made only in writing and must be approved mutually by a duly authorized representative of the [Bidder] and a duly authorized representative of IPERS.

1.11 INDEMNIFICATION AND LIABILITY RESTRICTIONS. [Bidder] agrees to indemnify and hold harmless the State of Iowa, IPERS, its Chief Executive Officer, Managers, Board, Benefits Advisory Committee, elected and appointed officials, and employees ("Indemnified Parties") jointly and severally, from and against any and all liabilities, damages, settlements, judgments, costs and expenses, including attorney fees of IPERS staff or IPERS selected counsel, and the costs and expenses and attorney fees of other counsel IPERS may retain related to arising from:

- a. Property damage, personal injury, death, loss costs, expense or other harm arising out of, resulting from, relating to, or connected with any act or omission by [Bidder], its divisions, subsidiaries, partners, principals, employees, agents, elected or appointed officials, officers and directors in fulfilling this Contract; or
- b. Claims for infringement of patents, trademarks, trade dress, trade secrets, or copyrights arising from this Contract; or
- c. Any breach or any claimed breach of this Contract by [Bidder] or by any of its partners, principals, officers, directors, employees, agents or third parties; or
- d. Any negligent, intentional or wrongful act or omission of [Bidder] or any third party, agent or subcontractor utilized or employed by [Bidder].

IPERS shall not be responsible for action taken by [Bidder], its partners, principals, shareholders, employees, officers, elected or appointed officials, or its agents in knowing violation of any federal, state, or local law, or that of a foreign county.

In the event that either party deems it necessary to take legal action to enforce any provisions of this Contract, and in the event that IPERS prevails, [Bidder] agrees to pay costs and fees at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

[Bidder] shall, at its sole cost, have control over the defense, payment, settlement, or other disposition of, any third-party action, claim, suit, dispute, arbitration, or proceeding (referred to in this paragraph as "action") involving any obligation or liability assumed by or imposed upon [Bidder]. [Bidder] shall have the right to conduct and control all negotiations and proceedings with respect thereto; provided, however, that (1) [Bidder] shall fully and promptly keep all Indemnified Parties informed of the status of such actions, and (2) no settlement or disposition shall be made without written approval of IPERS, which approval shall not be unreasonably withheld.

Notwithstanding the foregoing, an Indemnified Party shall at all times be entitled to employ counsel separate from counsel for [Bidder] and from any other party in such action, and in such event, the Indemnified Party and its counsel may participate in such action as it deems necessary. All reasonable fees and disbursements of such separate counsel shall be paid by [Bidder]. If the Indemnified Parties desire separate counsel, the Indemnified Parties (if more than one) shall select one separate counsel, unless [Bidder] agrees to the selection of individual separate counsel for each Indemnified Party in such action, or unless, in the reasonable opinion of the separate counsel, a conflict of interest exists or may exist between or among any Indemnified Parties, in which event those Indemnified Parties with conflicting interests shall be entitled to individual, separate counsel.

If [Bidder] makes any payment to an Indemnified Party under this subsection, [Bidder] shall be subrogated in the amount of such payment to all rights of the Indemnified Party against any person or entity with respect to the loss or expense which caused the payment to be made.

1.12 TAXES - STATE AND LOCAL. IPERS is exempt from federal excise taxes, and from state and local sales and use taxes on the services supplied pursuant to this Contract. No payment will be made for any such taxes nor for any taxes levied with respect to [Bidder]'s employees' and agents' compensation.

1.13 SECURITY AND OWNERSHIP OF DATA. Some data files of IPERS are of a confidential nature. [Bidder]'s employees and agents shall be allowed access to these files only as needed for their duties related to the Contract and in accordance with the rules established by the custodian of the records. [Bidder] shall presume that all information received pursuant to this Contract is confidential unless otherwise designated by IPERS. [Bidder] shall preserve the confidentiality of these files and shall maintain positive policies and procedures for safeguarding the confidentiality of such data. [Bidder] understands and agrees that it may be liable civilly or criminally for the release of such information.

In the event that a subpoena or other legal process is served upon [Bidder] for records containing confidential information, [Bidder] shall promptly notify IPERS and cooperate with IPERS in any lawful effort to protect the confidential information. [Bidder] shall immediately report to IPERS any unauthorized disclosure of confidential information. [Bidder's] obligation under this Contract shall survive termination of this Contract.

The parties acknowledge that IPERS is an instrumentality and agency of the State of Iowa and is subject to the Iowa Open Records Act, Iowa Code Chapter 22 (2023).

[Bidder's] obligation under this section shall survive termination of this Contract.

1.14 RIGHTS IN PRODUCTS. IPERS retains all rights to all data reports, programs, designs and other Products that are the unique and exclusive result of this Contract. [Bidder] may not reproduce or otherwise use such Products of this Contract without the written consent of IPERS. IPERS reserves first publication rights to any such Products of this Contract and IPERS may place these Products in the public domain without permission of the [Bidder].

1.15 BREACH OF DUTY. IPERS has the right to terminate this Contract immediately upon learning of a breach of duty and/or confidentiality by the [Bidder]. Breach of duty and/or confidentiality includes but is not limited to: distributing confidential information without IPERS' prior approval to someone other than the [Bidder]; failing to comply with the requirements of this Contract; violating state or federal law or regulation; failing to sign and/or comply with IPERS' Ethics Policy; and refusing to account to IPERS on a timely basis for the [Bidder]'s actions. This list is illustrative only and is not meant to limit IPERS' definition of breach of duty and/or confidentiality.

1.16 CONTRACT. This contract between IPERS and [Bidder] shall include the negotiated contract, the terms and conditions of the RFP, [Bidder]'s proposal made in response to the RFP, and any written clarifications or changes made in accordance with the provisions herein. In the event of conflict between the documents, the rights of IPERS and [Bidder] shall be determined by first examining this agreement, then examining any written clarifications or changes that follow the effective date of this contract, then the RFP, and finally [Bidder]'s response to the RFP.

1.17 REMEDIES. In addition to the right to terminate this Contract, IPERS may also file suit against the [Bidder] and any individuals involved for breach of duty and/or confidentiality. Should IPERS or the State obtain a judgment against the [Bidder] as a result of a breach of contract, [Bidder] consents to such judgment being set-off against any monies owed by the State or IPERS to the [Bidder] under this or other contracts. This section shall not be interpreted to limit the State's or IPERS' remedies as provided for by law.

1.18 [BIDDER] CHANGES. [Bidder] will provide notification to IPERS concerning changes in [Bidder]'s organizational relationships, ownership, professional staff, or services which may have an impact on [Bidder]'s service to this account. IPERS may request replacement of any of [Bidder]'s personnel believed unable to carry out the responsibilities of this Contract and shall approve all of [Bidder] staff members assigned to this Contract.

1.19 SUBCONTRACTS AND ASSIGNMENTS. [Bidder] shall receive IPERS' written approval of all subcontracts and assignments entered into by [Bidder] for the purpose of completing the provisions of this Contract provided that [Bidder] remains responsible for all services performed under this Contract. All restrictions, obligations, and responsibilities of [Bidder] under this Contract shall also apply to the subcontractors. All such subcontractors and assignees shall be procured with adequate attention to the principles of competition and reasonableness of costs. All records relating to subcontracts and assignments shall be available for audit or examination as stipulated in paragraph 1.9. IPERS shall have the right to request

the removal of a subcontractor from the Contract for good cause as determined by IPERS.

1.20 FEDERAL AND STATE STATUTORY AND REGULATORY COMPLIANCE. It is the responsibility of [Bidder] to establish and maintain compliance with appropriate federal and state statutory and regulatory requirements. [Bidder] affirmatively states that [Bidder] is compliant with the requirements under the Health Insurance Portability and Accountability Act ("HIPAA") and shall maintain compliance during the term of this Contract. Failure to comply will be considered a material breach of contract and may result in its immediate termination.

1.21 INDEPENDENT CONTRACTOR: [Bidder] understands and agrees that its status under this Contract shall be that of an independent contractor. No provision hereunder shall be intended to create an employer/employee relationship with respect to [Bidder's] employees and IPERS nor shall this Contract be construed to create a partnership or joint venture with respect to the services and deliverable, or otherwise. IPERS shall not provide to [Bidder] an office, support staff, equipment, tools or supervision beyond what is expressly stated in this Contract.

1.22 NOTICE: Any notice, advice or report to be given pursuant to this Contract shall be delivered or mailed to:

Rick Hindman
Deputy Executive Director
Iowa Public Employees' Retirement System
7401 Register Drive,
Des Moines, Iowa 50321
E-mail: rick.hindman@ipers.org
Phone: (515) 664-1454
Fax : (515) 281-0045

1.23 Any notice, advice or report to be given to [Bidder] pursuant to this Contract shall be delivered or mailed to [Bidder] at:

1.24 INSURANCE (amount to be determined). [Bidder] and any subcontractor, shall maintain in full force and effect at [Bidder's] expense, insurance covering its work during the entire term of this Contract and any extensions or renewals thereof. [Bidder's] insurance, shall among other things, be occurrence based and shall insure against any loss or damage resulting from or related to [Bidder's] performance of this Contract regardless of the date the claim is filed or expiration of the policy. The State of Iowa and IPERS shall be named as additional insureds or loss payees, or the [Bidder] shall obtain an endorsement to the same effect, as applicable. Unless otherwise requested by IPERS in writing, [Bidder] shall cause to be issued insurance coverages insuring [Bidder] and/or subcontractors against all general liabilities, product liability, personal injury, property damage, and professional liability in the amount specified on the Contract Declarations and Execution Page for each occurrence. In addition, [Bidder] shall ensure it has the necessary workers' compensation and employer liability insurance as required by law. [Bidder] shall submit certificates of the insurance, which indicate coverage and notice

provisions as required by this Contract, to IPERS upon execution of this Contract and as further requested by IPERS. The certificates shall be subject to the approval by IPERS. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days' prior written notice to IPERS. Approval of the insurance certificates by IPERS shall not relieve [Bidder] of any obligation under this Contract. [Bidder] shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to State and/or IPERS.

1.25 JURISDICTION OF DISPUTES. This Contract shall be interpreted in accordance with the laws of the State of Iowa. Any action relating to this Contract shall be commenced only in the Iowa District Court in and for Polk County and in the United States District Court for the Southern District of Iowa.

1.26 [BIDDER] PERSONNEL. IPERS may request replacement of any [Bidder] personnel believed unable to carry out the responsibilities of this contract. IPERS shall approve replacement personnel. Such approval shall not be unreasonably withheld. Such approval shall in no way lessen [Bidder]'s responsibility for the proper selection, assignment, management, and discipline of [Bidder]'s employees.

1.27 SEVERABILITY: If any provision of this Agreement is deemed invalid or unenforceable, the remainder shall be valid and enforceable.

1.28 WAIVER OF INFORMALITIES: Failure of IPERS at any time to require strict performance of any provision of this contract shall not constitute a waiver of that provision nor in any way limit the enforcement of the provision.

1.29 COUNTERPARTS. This contract may be executed in any number of counterpart copies, each of which when fully executed shall be considered as an original.

1.30 INVOICES. [Bidder] shall submit an invoice each month for services rendered to IPERS. IPERS shall be permitted a reasonable period to verify that the invoiced services were rendered and pay the invoice. [Bidder] shall not be entitled to any interest unless provided for under Iowa law.

1.31 ETHICS POLICY. [Bidder] acknowledges that it has been provided with a copy of the IPERS Ethics Policy, and agrees to comply with that policy as a material requirement under this Agreement. [Bidder] agrees that, except as otherwise disclosed and pre-approved by IPERS, it shall not be involved in relationships with IPERS' Key Employees or with any other party providing Products and/or services to IPERS where the relationships would constitute a conflict of interest under the IPERS Ethics Policy. In addition, [Bidder] agrees to certify upon IPERS' reasonable request that the provisions of this paragraph continue to be true, and also to promptly notify IPERS and request a ruling, using the IPERS disclosure statement, at any time when the provisions of the paragraph may no longer be true because of a potential or actual conflict of interest.

1.32 WARRANTY AGAINST CONTINGENT FEES. [Bidder] warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency; excepting bona fide employees or selling agents maintained by [Bidder] for the purpose of securing business. For breach or violation of this warranty, IPERS shall have the right to award this Contract without liability, or in its discretion, to deduct from the Contract price or to otherwise recover, the full amount of such commission, percentage, brokerage or contingency.

1.33 SOVEREIGN IMMUNITY. [Bidder] is hereby notified and agrees that the State of Iowa, IPERS, and all their employees, agents, successors, board members, and assigns are immune from liability and suit for or from [Bidder] and/or subcontractors' activities involving third parties and arising from the Contract. IPERS hereby reserves all immunities, defenses, rights or actions arising out of its sovereign status or under the Eleventh Amendment to the United States Constitution, and no waiver of any such immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by its entry into the Contract, by an express or implied provision thereof or by any actions or omissions to act on behalf of the [Bidder] or any representative or agent of the [Bidder], whether taken pursuant to the Contract or prior to the entry by the [Bidder] into the Contract. For greater certainty, it is understood that the sovereignty and the authority of the [Bidder], and the nature and extent any such immunities, defenses, rights or actions shall be determined under the Iowa Constitution and other substantive laws of Iowa.

1.34 [BIDDER'S] TERMINATION AND TRANSITION DUTIES. If this Contract is terminated with or without cause the [Bidder], upon the receipt of notice from IPERS shall:

Cease work under this Contract and take all necessary or appropriate steps to limit disbursement and minimize costs, and furnish a report within thirty (30) calendar days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, or any other matters IPERS may require.

Immediately cease using and return to IPERS any personal property, records, data, or materials, whether tangible or intangible, provided by IPERS to the [Bidder], unless otherwise directed by IPERS.

Comply with IPERS' instructions for the timely transfer of any active files and work product(s) produced by the [Bidder] under this Contract.

Cooperate in good faith with IPERS, its employees, agents and contractors during the transition period between the notification and the substitution of any replacement contractor. Immediately return to IPERS any payments made by IPERS for services that were not rendered by the [Bidder].

IOWA PUBLIC EMPLOYEES'
RETIREMENT SYSTEM

[BIDDER]

BY: _____
Gregory Samorajski
Chief Executive Officer

BY: _____
[Bidder]
[Title]

Date: _____

Date: _____