

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information:

TITLE OF RFP:	IPERS HEADQUARTERS FACILITY GROUNDS AND MAINTENANCE		RFP Number:	O-2019-1
Agency:	IPERS			
Number of mos. or yrs. of the initial term of the contract:	1 Year	Number of possible annual extensions:	5	
Initial Contract term beginning:	Date: 4/15/19	Ending:	Date: 4/14/20	
State Issuing Officer:				
Name: Suzan Stuchel				
Phone e-Mail and Fax: suzan.stuchel@ipers.org				
Mailing Address: 7401 Register Drive, Des Moines IA 50321				
PROCUREMENT TIMETABLE—Event or Action:			Date/Time (Central Time):	
State Posts Notice of RFP on TSB website			Date/Time 1/23/19 8:30 am	
State Issues RFP			Date/Time 1/25/19 9:00 pm	
Proposals Due Date:			Date: 2/8/19	
Proposals Due Time:			Time: 1:00 PM	
Anticipated Date to issue Notice of Intent to Award:			Date 2/11/19	
Anticipated Date to execute contract:			Date 3/21/19	
Relevant Websites: IPERS https://www.ipers.org/about-us/requests-proposals				
Internet website where Addenda to this RFP will be posted:	http://bidopportunities.iowa.gov/			
Internet website where contract terms and conditions are posted:	https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf			
Number of Copies of Proposals Required to be Submitted:	1 Original, 1 Email			
Firm Proposal Terms Per Section 3.2.13, the minimum Number of Days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm:			60 Days	

IOWA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
RFP O-2019-1

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Part A: PURPOSE, BACKGROUND, MINIMUM REQUIREMENTS, & DELIVERABLES

A-1 Purpose

This Request for Proposal ("RFP") is issued by the Iowa Public Employees' Retirement System ("IPERS" or "System") for the purpose of contracting with a full service provider for grounds maintenance, snow removal and irrigation.

Any Service Provider that meets the minimum requirements of this RFP is encouraged to submit a proposal. The RFP is available electronically on the IPERS website, <https://www.ipers.org/about-us/requests-proposals>

A-2 Background

General Information about IPERS

IPERS, an independent agency in the executive branch of state government, has provided a pension plan for Iowa's public employees for over 50 years.

A-3 Minimum Requirements

To be considered as a Service Provider for the purpose stated above, Service Providers must meet all of the following minimum requirements. Failure to do so shall result in the rejection of the proposal. The Service Provider shall certify that it meets these minimum qualifications.

1. The Service Provider must be a professional business entity that provides grounds maintenance, snow removal and irrigation professional services.
2. The Service Provider must have a minimum of three (5) years of experience in all phases of grounds maintenance, snow removal and irrigation.
3. The Service Provider must have all legal permits and licenses. Liability, workers compensation and automobile insurance must be in full force at the time the proposal is submitted and throughout the term of the contract.

A-4 Deliverables

At this time, IPERS is seeking to contract with a Service Provider that can provide, see "Appendix A" for a complete listing:

Mow, trim and clean up of grounds weekly.

(This may vary based on the time of year, weather and general growth periods).

Power edge sidewalks (twice per year – price per time).

Weed control on pavement areas (3 times per year – price per time).

Spring application

Late spring application.

Early summer application.

Late summer application.

Fall application.

Optional Grub application.

Fall aeration.

Spring clean up.

Fall clean up

Chemical Treatment

Only local, state, and federal EPA approved chemicals are to be used. All Personnel are to be fully trained on chemical application. The greatest of care and concern for the environment is to be used in chemical selection.

Trimming

Pruning of shrubs and bushes to their natural shape annually.

Trimming of suckers on the trees on property-semi - annually.

Tree and Shrub Application

Spring insecticide

Summer insecticide

Fall fertilizer

Landscape bed Applications

Spring pre-emergent

Early summer

Late summer

De-weeding plant beds and wild flower bed bi-annually

Irrigation

Price for service calls

Spring start up

Fall shut down

Annual backflow inspection.

Snow Removal

Snow is to be removed from the parking areas, sidewalks, and approaches when snowfall is greater than one inch, this must be completed by 6:30 a.m. during IPERS regular operating schedule. Holidays and weekends would be the exception.

Per event pricing is based on the initial snow fall plus (1) clean-up done within a 24-hour period from the end of the snow fall.

Price for additional lot salting and ice melt, should include all equipment, man hours and materials.

Special request plowing hourly charges
(i.e. drifting, parked cars, refreezing, etc.)

Part B: ADMINISTRATION AND PROPOSAL SUBMISSION INFORMATION

B-1 Bid Proposal and Withdrawal of Bid Proposal and Amendment to the RFP

IPERS reserves the right to amend the RFP at any time. The Service Provider shall acknowledge receipt of an amendment in its proposal. If the amendment occurs after the closing date for receipt of bid proposals, IPERS may, in its sole discretion, allow Service Providers to amend their bid proposals in response to IPERS' amendment if necessary.

The Service Provider may amend its bid proposal. The amendment must be in writing, signed by the Service Provider and received by the time set for the receipt of proposals. Faxed amendments will not be accepted. Amendments may be delivered electronically via email, but confirmation of the delivery and receipt by IPERS rests solely with the Service Provider.

Service Providers who submit proposals in advance of the deadline may withdraw, modify, and resubmit proposals at any time prior to the deadline for submitting proposals. Service Providers must notify the IPERS Point of Contact in writing if they wish to withdraw their proposals. If a Service Provider withdraws its bid prior to the bid closing deadline, the bid will be returned to the Service Provider unopened. Notifications of intent to withdraw proposals may be delivered electronically via email, but confirmation of the delivery and receipt by IPERS rests solely with the Service Provider.

Interested Service Providers shall submit proposals no later than 1:00 p.m. CST on February 5th, 2019. Bidders must fill out the attached "Appendix A" document for pricing. DO NOT VARY FROM THE FORMAT. Notes should be put at the bottom of the page. Proposals shall be submitted in writing and emailed to:

IPERS
7401 Register Drive
Des Moines, Iowa 50321

ATTN: Suzan Stuchel

Suzan.stuchel@ipers.org

B-2 Contract Terms and Conditions

IPERS anticipates the term of any resulting contract to begin April 15, 2019 through April 14, 2020. IPERS reserves the right to extend or shorten the term of the contract.

The contract that IPERS expects to award as a result of this Request for Proposal will be based upon the bid proposal submitted by the successful Service Provider and this RFP. The contract between IPERS and the successful Service Provider shall be a combination of the specifications, terms and conditions of the Request for Proposal, the offer of the Service Provider contained in the technical and cost proposals, written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by IPERS.

Service Providers are urged to carefully read the contract in Appendix B prior to making their offers. IPERS reserves the right to add provisions to the contract to be consistent with the successful Service Provider's offer and to negotiate with the successful Service Provider other additions to, deletions from, and/or changes in the language of the contract, provided that no such addition, deletion, or change in contract language would, in the sole discretion of IPERS, affect the evaluation criteria set forth herein, or give the successful Service Provider a competitive advantage. Service Providers should plan on such terms being included in any contract awarded as a result of this RFP. All costs associated with complying with these requirements should be included in the cost proposal or any pricing quoted by the Service Provider.

Prior to award, the apparent winning Service Provider will be required to enter into discussions with IPERS to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification; if not, the Service Provider's proposal may be rejected and discussions may be initiated with other Service Providers.

By submitting a proposal, each Service Provider acknowledges its acceptance of these specifications, terms and conditions without change except as otherwise expressly stated in its proposal.

IPERS reserves the right to negotiate and execute a contract with more than one service provider.

B-3 Rejection of Proposals

Any proposal received at the IPERS office after the deadline above will be rejected and returned to the Service Provider. IPERS reserves the right to reject 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. IPERS will not pay for any information herein requested, nor is it liable for any costs incurred by the submitting Service Providers.

Service Providers whose proposals do not meet the minimum requirements will be so notified. A proposal not meeting the minimum requirements will not be further evaluated by IPERS. After evaluation of the proposals, selection, and approval by IPERS, all Service Providers will be notified of the successful Service Provider.

IPERS reserves the right to not hire or to defer the hiring of a firm for these services.

B-4 Conflict of Interest

If a Service Provider has any existing client relationship(s) that involves the State of Iowa or IPERS that would prevent their being objective, the Service Provider must disclose such relationship(s).

Service Providers must agree to comply with the Iowa Public Employees' Retirement System Ethics Policy (see "Appendix C"). Pursuant to that policy, the successful Service Provider must not be involved in any relationships with IPERS' Key Employees or with any other party providing services to IPERS that would constitute a conflict of interest, as defined the policy, with respect to the products and/or services to be provided under this RFP. Each Service Provider must provide a positive statement in its proposal affirming either that it has no such conflicts of interests, or an IPERS disclosure statement disclosing potential conflicts and requesting approval in advance.

B-5 Confidentiality Requirements

The staff members that are assigned by the successful Service Provider to this project – be they employees of the Service Provider, sub-contractors to the Service Provider or employees of sub-contractors – will be required to sign a departmental non-disclosure statement. In addition, IPERS requires background security checks for any of proposed staff (whether Service Provider or sub-contractor) or any replacement thereof. Refer to "Appendix D" of the RFP, "Background Security Checks Policy" for IPERS' policy in this regard. This requirement applies only to those staff members that will be granted access into the IPERS building.

The laws of Iowa require that at the conclusion of the selection process the contents of all proposals be placed in the public domain and be open to inspection by interested parties. IPERS may treat all information submitted by a

Service Provider as public information following the conclusion of the selection process unless the Service Provider properly requests that information be treated as confidential at the time of submitting the bid proposal. IPERS' release of information is governed by Iowa Code chapter 22 and its Administrative rules at 495 IAC 17.1 et seq. Service Providers are encouraged to familiarize themselves with chapter 22 before submitting a proposal. IPERS will copy public records as required to comply with the public records laws.

Any request for confidential treatment of information must be included in the transmittal letter with the Service Provider's bid proposal. In addition, the Service Provider must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Service Provider to respond to any inquiries by IPERS concerning the confidential status of the materials.

Any bid proposal submitted which contains **confidential information must be conspicuously marked** on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Identification of the entire bid proposal as confidential may be deemed non-responsive and disqualify the Service Provider.

If the Service Provider designates any portion of the proposal as confidential, the Service Provider must submit one copy of the bid proposal from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in Section C-3 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 bid proposal as possible.

IPERS will treat the information marked confidential as confidential information to the extent such information is determined confidential under Iowa Code chapter 22 or other applicable law or by a court of competent jurisdiction. In the event IPERS intends to release information that is marked confidential by the Service Provider, written notice shall be given to the Service Provider seven calendar days prior to the release of the information to allow the Service Provider to seek injunctive relief pursuant to Section 22.8 of the Iowa Code.

The Service Provider's failure to request confidential treatment of material will be deemed by IPERS as a waiver of any right to confidentiality, which the Service Provider may have had.

By submitting a bid proposal, the Service Provider agrees that IPERS may copy the bid proposal for purposes of facilitating the evaluation of the bid proposal or to respond to requests for public records. The Service Provider consents to such copying by submitting a bid proposal and warrants that such copying will not violate its rights or the rights of any third party. IPERS shall have the right to use ideas or adaptations of ideas that are presented in the bid proposals.

B-6 Gratuities

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.

IPERS provides reimbursement for transportation, lodging, meals and miscellaneous expenses for its employees. No meals or travel expenses may be provided or subsidized by a Service Provider for IPERS employees.

IPERS employees are subject to stringent statutory and Ethics Policy restrictions relative to acceptance of gifts, meals, lodging or transportation from any Service Provider.

B-7 Iowa Statutes and Rules

The terms and conditions of this RFP and the resulting contract 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.

B-8 Adherence to IPERS Workplace Policies

All Service Provider staff must adhere to IPERS workplace policies. Below, we direct the Service Provider to the published workplace policies to which all IPERS staff adheres and to which the Service Provider staff must adhere as well.

Background Check – The Service Provider shall ensure that all staff and sub-contractor staff that perform work inside the IPERS Headquarters facility shall be subject to IPERS "Background Security Check Policy - IPERS Service Providers". (See "Appendix D")

Building Access – In addition, any staff that work inside the IPERS Headquarters facility shall be subject to IPERS Building Access Policy, see "Appendix E". The IPERS Project Manager shall be responsible for allocating building access, equipment access, and any other necessary services available from IPERS which may be used by the Service Provider. Any use of IPERS facilities, equipment, internet access,

and/or services shall only be for project purposes as authorized by the IPERS Property Manager

B-9 Disposition of Proposals

All proposals become the property of IPERS and will not be returned to the Service Provider. Notwithstanding the foregoing, if IPERS decides to terminate the selection process prior to the issuance of a notice of intent to award a contract, all proposals shall be returned in confidence to the Service Providers and no file copies shall be maintained by IPERS. Proposals that are received after the submission deadline will be returned to the Service Provider unopened.

B-10 Amendments to RFP and Responses to Questions

All amendments to this RFP and written responses to all questions received will be provided by posting on the IPERS Web site at <https://www.ipers.org/about-us/requests-proposals>

If a Service Provider, or someone acting on a Service Provider's behalf, attempts to discuss this solicitation orally or in writing with any members of the evaluation committee, or any employee of the State of Iowa, other than Suzan Stuchel, the Service Provider may be disqualified.

B-11 Signature of Service Providers Agent

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

B-12 Insurance

The following requirements shall be adhered to by contractor throughout the duration of the contract, and as may otherwise be specified herein. Contractor shall procure and maintain insurance, which shall protect the contractor and IPERS from any claims for bodily injury, property damage, and/or personal injury, which may arise out of operations under the contract. Contractor shall procure the insurance policies at the contractor's own expense and shall furnish IPERS an insurance certificate of the coverage required in this section. Contractor is required to obtain and maintain the following types of insurance coverage for the duration of the contract:

Workers' Compensation and Unemployment Insurance

During the term of the contract, the contractor shall provide and maintain for all employees of the contractor engaged in work under this contract, workers' compensation and unemployment insurance as required by applicable law.

Liability Insurance

Insurance Policy in the amount of at least \$1 million. Additionally, the Service Provider shall maintain adequate business insurance to include an umbrella liability policy of at least \$ 4 million. Evidence of insurance shall be furnished at contract signing and upon request.

B-13 Indemnification and Liability Restrictions

The Service Provider will indemnify IPERS against liability for any suits, actions, or claims arising from or relating to performance of the Service Provider under this contract.

IPERS has no obligation to provide legal counsel or defense to the Service Provider if a suit, claim, or action is brought against the Service Provider or its sub-contractors as a result of the Service Provider's performance of its obligations under the contract. In addition, IPERS has no obligation for the payment of any judgments or the settlement of any claims against the Service Provider as a result of the Service Provider's performance of its obligations under the contract. The Service Provider shall immediately notify IPERS of any claim made or suit filed against the Service Provider resulting from the Service Provider's obligations under the contract. The Service Provider will cooperate, assist, and consult with IPERS in the defense or investigation of any claim made or suit filed against IPERS resulting from the Service Provider's performance under the contract.

The Service Provider agrees to indemnify and hold IPERS, its Chief Executive Officer, Division Administrators, Board, Benefits Advisory Committee, elected and appointed officials, and employees harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney fees of IPERS staff or of the Iowa Attorney General's Office, and the costs and expenses and attorney fees of other counsel IPERS may retain, related to or arising from:

1. 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 the Service Provider, its divisions, subsidiaries, partners, principals, employees, agents, elected or appointed officials, officers and directors in fulfilling this contract; or
2. Breach or any claimed breach of this contract by the Service Provider or by any of its partners, principals, officers, directors, employees and agents.

Part C: Submission of Proposals

C-1 Responses

Service Providers responding to this RFP must provide answers to the questions posed in the Service Provider Questionnaire below. All proposals must be complete in every respect and must answer concisely and clearly all questions proposed by the RFP. Late proposals will not be accepted, and will be returned unopened to the Service Provider.

Proposals shall be submitted with a cover letter stating in the affirmative that the Service Provider meets each and all of the minimum requirements of this RFP, and that the Service Provider is able and willing to provide the type and level of services required to fulfill the services proposed in this RFP. The cover letter and the offer made by the proposal, and any clarifications to the proposal, shall be signed by an officer of the offering Service Provider or a designated agent empowered to bind the Service Provider in a contract. The cover letter must also identify any sections of their proposal that the Service Provider is identifying as confidential.

C-2 Procurement Timeline

The dates set forth below are for informational planning purposes only. IPERS reserves the right to change the dates at its sole discretion.

1/23/19	Request for proposals posted to TSB Web page 8:30 a.m. CST
1/25/19	Proposal posted on IPERS and State of Iowa Web page 9:00 a.m. CST
2/7/19	Deadline for submitting proposals 1:00 p.m.
2/11/19	Select successful Service Provider(s).
2/11/19	Send notice of intent to award contract.
3/21/19	Deadline for executing contract.

C-3 Proposal Requirements

An original proposal shall be submitted to IPERS at 7401 Register Drive, Des Moines, Iowa, 50321. Service Providers must also provide one copy of the proposal in Microsoft Word and/or Excel format. Word and Excel files must be provided in an "unlocked" form that will allow IPERS to "cut-and-paste" and annotate the documents and spreadsheets with comments and revisions during its evaluation.

Proposals should include the Service Provider's cost proposal and sufficient information to enable IPERS to make a judgment about the Service Provider's ability to perform the work identified in the Scope of Services. The Service Provider must also include references with its proposal.

The costs of preparation and delivery of the bid proposal are solely the responsibility of the Service Provider.

C-4 Contacts

From the date of issuance of this Request for Proposals, Service Providers shall not contact any employee of the State of Iowa other than the identified contact person about this Request for Proposals. Service Providers shall contact Suzan Stuchel in writing through the following means with questions related to the interpretation of this Request for Proposals and the procurement process.

Mail: IPERS - Attn: Suzan Stuchel
P.O. Box 9117
Des Moines, IA 50306-9117

Fax: 515-281-0055
E-mail: suzan.stuchel@ipers.org

C-5 Evaluation of Proposals

An evaluation committee will review and evaluate the proposals. The committee will consider all information provided in the proposal when making its recommendation. Scoring will include price and references. The evaluation committee will make a recommendation to the Chief Executive Officer, who will award the contract to the responsible Service Providers submitting the best proposal(s). The lowest-priced proposal is not necessarily the best proposal.

C-6 Intent to Award

Notice of intent to award the contract will be sent by mail to all Service Providers submitting a timely proposal. Negotiation and execution of the contract with the successful Service Provider(s) shall be completed no later March 21, 2019. IPERS may, in its sole discretion, award more than one contract to Service Provider(s).

Appendix A: Grounds and Maintenance Pricing Sheet

Contractor:

IPERS HEADQUARTERS FACILITY, 7401 REGISTER DRIVE, DES MOINES, IA
GROUNDS AND MAINTENANCE

ITEM	PRICE
Grounds and Irrigation	
Mow, Trim, and Clean-Up of Grounds-Weekly/As needed	\$
Power Edge Sidewalks (3 X yr, ea price)	\$
Weed Control on Pavement	
(3 X yr, ea price, to coincide with de weeding of plant beds)	\$
Spring Application	\$
Late Spring Application	\$
Early Summer Application	\$
Fall Application	\$
Grub Application	\$
Fall Aeration	\$
Spring Clean-up	\$
Tree and Shrub Applications-Spring insecticide	\$
Tree and Shrub Applications-Summer insecticide	\$
Tree and Shrub Applications-Fall Fertilizer	\$
Pruning of shrubs/bushes to natural shape (3 X per yr, ea price)	
Spring/Summer/Fall	\$
Trimming of suckers on trees (3 X per yr, ea price)	
Spring/Summer/Fall	\$
Landscape bed Applications-Spring Pre-emergent	\$
Landscape bed Applications-Early Summer	\$
Landscape bed Applications-Late Summer	\$
De weeding plant Beds and Wild flower bed	
(3 X per yr, ea price, to coincide with Bed Applications)	\$
Irrigation Service Calls-Price per call	\$
Irrigation Spring Start Up	\$
Irrigation Fall Shut Down	\$
Irrigation Annual Backflow inspection	\$

Snow Removal

Snow is to be removed from the parking areas, sidewalks, bike paths and approaches when snowfall is greater than one inch, this must be completed by 6:30 a.m. on week days and during IPERS regular operating schedule. Holidays and weekends would be the exception.

Price for each event level should include all equipment, man hours, and materials per event. (Event includes complete initial removal and one recheck for additional clean up and materials. Materials include one application of ice melt on walks and one salting of lot.)

Per event pricing is based on the initial snow fall plus (1) clean-up done within a 24-hour period from the end of the snow fall.

1" - 3"	\$
3.1" - 6"	\$
6.1" - 9"	\$
9.1" - 12"	\$
12.1" + per inch additional price	\$

Price for additional lot salting and ice melt, should include all equipment, man hours and materials.

Lot	\$
Walks	\$

Special request plowing hourly charges
(i.e. drifting, parked cars, refreezing, etc.) \$

Performance Measure: (Please provide a performance based fee arrangement as part of this proposal):

Please provide (2) references that IPERS may contact.

1. Company:
Contact Name:
Contact Phone:
Contact Email:
2. Company:
Contact Name:
Contact Phone:
Contact Email:

Appendix B: Resulting Contract

WHEREAS, the parties hereto desire to enter into this Contract for the purpose of providing 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. DEFINITIONS.

1.a. "Contract" means the negotiated contract, the terms and conditions of the RFP, the Service Provider's proposal made in response to the RFP, and any written clarifications or changes made in accordance with the provisions herein.

1.b. "IPERS" means the Iowa Public Employees' Retirement System as it is defined in Iowa Code chapter 97B, and other relevant sections of the Iowa Code.

2. PARTIES TO THE CONTRACT. This contract shall be between _____, hereinafter referred to as Service Provider or Contractor, and the Iowa Public Employees' Retirement System, hereinafter referred to as IPERS.

3. TERM OF CONTRACT. The contract shall begin upon April 15, 2019. The initial term of the contract shall be for a period ending on April 14, 2020. IPERS shall have the exclusive option to renew this contract for five (5) additional one-year periods. Notice of renewal will be served upon the Service Provider thirty days prior to the expiration of the initial contract period or subsequent renewal date.

4. DELIVERABLES.

4.a. Service Provider Assurances and Warranties: All services will be performed for IPERS in accordance with, but not limited to, generally recognized and accepted principles and practices of the industry. The Service Provider shall perform its services with the judgment, care, skill, prudence, and diligence which persons of prudence, discretion, and intelligence acting in a like capacity and familiar with such matters would use in performing like services relative to the conduct of the enterprise of like character and with like aims.

4.b. The Service Provider 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 the Service Provider and IPERS:

List all Deliverables per RFP and as negotiated.

5. FEES.

Will be provided on the spreadsheet provided by the contractor and shall remain the same throughout the entire contract. Any fuel surcharges or fee escalators will need to be approved at time of contract renewal only. In addition to pursuing any other remedy provided herein or by law, IPERS may withhold compensation or payments to Contractor, in whole or in part, without penalty to IPERS or work stoppage by Contractor, in the event the Agency determines that:

- a. Contractor has failed to perform any of its duties or obligations as set forth in this Contract; or
- b. Any Deliverable has failed to meet or conform to any applicable Specifications or contains or is experiencing a Deficiency.

No interest shall accrue or be paid to Contractor on any compensation or other amounts withheld or retained by IPERS under this Contract.

6. TERMINATION OF CONTRACT.

IPERS may terminate this Contract for any of the following reasons effective immediately without advance notice:

6a. In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

- 1. IPERS determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, a person's life, health or safety to be jeopardized;
- 2. The Contractor fails to comply with confidentiality laws or provisions;
- 3. The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

6b. Termination for Cause by IPERS

IPERS may terminate this Contract upon written notice for the breach by Contractor of any material term, condition or provision of this Contract, if such breach is not cured within the time period specified in the Agency's notice of breach or any subsequent notice or correspondence delivered by IPERS to Contractor, provided that cure is feasible. In addition, IPERS may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

1. Contractor furnished any statement, representation, warranty or certification in connection with this Contract, the RFP or the Proposal that is false, deceptive, or materially incorrect or incomplete;
2. Contractor or any of Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;
3. Contractor or any parent or affiliate of Contractor owning a controlling interest in Contractor dissolves;
4. Contractor terminates or suspends its business;
5. Contractor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by Contractor related to Contractor's performance under this Contract is suspended, terminated, revoked, or forfeited;
6. Contractor has failed to comply with any applicable international, federal, state (including, but not limited to Iowa Code chapter 8F), or local laws, rules, ordinances, regulations or orders when performing within the scope of this Contract;
7. IPERS determines or believes the Contractor has engaged in conduct that: (a) has or may expose IPERS or the State to material liability, or (b) has caused or may cause a person's life, health or safety to be jeopardized;
8. Contractor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or Contractor misappropriates or allegedly misappropriates a trade secret;
9. Contractor fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or
10. Any of the following has been engaged in by or occurred with respect to Contractor or any corporation, shareholder or entity having or owning a controlling interest in Contractor:

a. Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any

bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;

b. Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;

c. Making an assignment for the benefit of creditors;

d. Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with Contractor's performance of its obligations under this Contract; or

e. Taking any action to authorize any of the foregoing. The Agency's right to terminate this Contract shall be in addition to and not exclusive of other remedies available to IPERS, and IPERS shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

6c. Termination upon Notice

Following thirty (30) days written notice, IPERS may terminate this Contract in whole or in part without penalty and without incurring any further obligation to Contractor. Termination can be for any reason or no reason at all.

6d. Termination Due to Lack of Funds or Change in Law Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, IPERS shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

1. The legislature or governor fail in the sole opinion of IPERS to appropriate funds sufficient to allow IPERS to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or
2. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by IPERS to make any payment hereunder are insufficient or unavailable for any other reason as determined by IPERS in its sole discretion; or
3. If IPERS authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or
4. If the IPERS duties, programs or responsibilities are modified or materially altered; or
5. If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects IPERS ability to

fulfill any of its obligations under this Contract. IPERS shall provide Contractor with written notice of termination pursuant to this section.

6e. Limitation of the State's Payment Obligations

In the event of termination of this Contract for any reason by either party (except for termination by IPERS pursuant to Section 1.6.2), IPERS shall pay only those amounts, if any, due and owing to Contractor hereunder for Deliverables actually and satisfactorily provided in accordance with the provisions of this Contract up to and including the date of termination of this Contract and for which IPERS is obligated to pay pursuant to this Contract, provided however, that in the event IPERS terminates this Contract, IPERS obligation to pay Contractor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of invoices and proper proof of Contractor's claim. Notwithstanding the foregoing, this Section 1.6.5 in no way limits the rights or remedies available to IPERS and shall not be construed to require IPERS to pay any compensation or other amounts hereunder in the event of Contractor's breach of this Contract or any amounts withheld by IPERS in accordance with the terms of this Contract. IPERS shall not be liable, under any circumstances, for any of the following:

1. The payment of unemployment compensation to Contractor's employees;
2. The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
3. Any costs incurred by Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;
4. Any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Contract;
5. Any taxes Contractor may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

6f. Contractor's Termination Duties

Upon receipt of notice of termination or upon request of IPERS, Contractor shall:

1. Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work performed under the Contract and such other matters as IPERS may require.
2. Immediately cease using and return to IPERS any property or materials, whether tangible or intangible, provided by IPERS to Contractor.
3. Cooperate in good faith with IPERS and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement service provider.
4. Immediately return to IPERS any payments made by IPERS for Deliverables that were not rendered or provided by Contractor.
5. Immediately deliver to IPERS any and all Deliverables for which IPERS has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied as that time.

6g. Termination for Cause by Contractor

Contractor may only terminate this Contract for the breach by IPERS of any material term, condition or provision of this Contract, if such breach is not cured within sixty (60) days of IPERS receipt of Contractor's written notice of breach.

7. **EQUAL EMPLOYMENT OPPORTUNITIES.** The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon IPERS written request, the Contractor 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. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this

Contract. In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section. Notwithstanding anything in this Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and IPERS may cancel, terminate, or suspend, in whole or in part, this Contract.

8. **AUDIT AND EXAMINATION OF RECORDS.** The Service Provider agrees that the Auditor of the State of Iowa, or any authorized representative 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 Service Provider relative to services performed, orders, invoices or payments of this contract.
 - 8.a. All records relating to this contract shall be retained by the Service Provider for five (5) years following the date of final payment or completion of any required audit, whichever is earlier.
 - 8.b. Compliance with this clause does not relieve the Service Provider from retaining any records required by other laws or regulations of federal, state or local governmental units. The Service Provider will not be eligible for additional payments from IPERS, for expenses incurred, to comply with the foregoing audit requirements.
9. **CONTRACT CHANGES.** Changes in contractual provisions or services to be furnished under the contract may be made only in writing and must be approved mutually by the Service Provider and IPERS.
10. **INDEMNIFICATION AND LIABILITY RESTRICTIONS.** The Contractor agrees to indemnify and hold harmless IPERS and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Contract, including but not limited to any claims related to, resulting from, or arising out of
 - 10.a. Any breach of this contract
 - 10.b. Any negligent, intentional or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;

10.c. The Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;

10.d. Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Iowa.

10.e. Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights or personal rights of any third party, including any claim that any Deliverable or any use thereof (or the exercise of any rights with respect thereto) infringes, violates or misappropriates any patent, copy right, trade secret, trade mark, trade dress, mask work, utility design, or other intellectual property right or proprietary right of any third party.

11. TAXES. IPERS is exempt from federal excise taxes, and no payment will be made for any taxes levied on the Service Provider's wage payments. IPERS is exempt from state and local sales and use taxes on the services supplied pursuant to this contract. In the event that the Service Provider is in arrears in payment of any State taxes that are due to the State of Iowa, the State may offset any taxes in arrears from payments to the Service Provider under the agreement.

12. SECURITY, CONFIDENTIALITY, AND OWNERSHIP OF DATA. (only applies to contractors staff with access into the IPERS Headquarters facility)

12.a. Access to Confidential Data. The Service Provider's employees, agents and subcontractors may have access to confidential data maintained by IPERS to the extent necessary to carry out its responsibilities under the Contract. The Service Provider shall presume that all information received pursuant to this Contract is confidential unless otherwise designated by IPERS. The Service Provider shall provide to IPERS a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats. The Service Provider shall remain the responsible authority in charge of all data collected, used, or disseminated by the Service Provider in connection with the performance of the Contract. The Service Provider shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract. The private or confidential data shall remain the property of IPERS at all times.

12.b. No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with

the written consent of IPERS, either during the period of the Contract or thereafter. Any data supplied to or created by the Service Provider shall be considered the property of IPERS. The Service Provider must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of IPERS.

12.c. Subpoena. In the event that a subpoena or other legal process is served upon the Service Provider for records containing confidential information, the Service Provider shall promptly notify IPERS and cooperate with IPERS in any lawful effort to protect the confidential information.

12.d. Reporting of Unauthorized Disclosure. The Service Provider shall immediately report to IPERS any unauthorized disclosure of confidential information.

12.e. Survives Termination. The Service Provider's obligation under this Contract section shall survive termination of this Contract.

13. LEGISLATIVE CHANGES. The contractor expressly acknowledges that the contracted Deliverables are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the project, the Contractor shall not hold IPERS liable in any manner for the resulting changes. IPERS shall use best efforts to provide thirty (30) days' written notice to the Contractor of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address the legislative change. Nothing in this Subsection shall affect or impair IPERS right to terminate the Contract pursuant to the termination provisions.

14. WARRANTY AGAINST CONTINGENT FEES. The Service Provider warrants that no person or selling agency has been employed or retained to solicit and secure this contract upon an agreement or understanding of commission, percentage, brokerage or contingency fee except bona fide employees maintained by the Service Provider for the purpose of securing business. For breach or violation of this warranty, IPERS shall have the right to immediately terminate this contract without liability other than for services already performed, or in IPERS discretion, to deduct from the contract price or to otherwise recover, the full amount of such commission, percentage, brokerage or contingency.

15. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION. By signing this contract, the Service Provider certifies that its prices in this contract have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competitor. No attempt was made by the Service Provider to induce any other person or firm to submit or not submit a proposal for the purpose of

restricting competition.

16. **CONTRACT.** This contract between IPERS and the Service Provider shall include the negotiated contract, the terms and conditions of the RFP, the Service Provider'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 the Service Provider 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 the Service Provider's response to the RFP.
17. **RELEASE OF INFORMATION ABOUT THIS CONTRACT.** News releases or other material pertaining to this contract shall not be made available to the public, the Service Provider's clients or potential clients without prior written approval of IPERS.
18. **AUTHORITY OF IPERS.** IPERS shall determine the quantity, quality, and acceptability of work under this contract. IPERS shall decide all questions regarding performance and fulfillment of the contract, including the obligations of the Service Provider.
19. **ASSIGNMENT.** The Service Provider shall not assign the contract in whole or in part or any payment arising from the contract without prior written consent of IPERS and subject to such conditions and provisions as IPERS may deem necessary.
20. **PROHIBITION AGAINST GRATUITIES.** Iowa law provides that it is a felony to offer, promise or give anything of value or benefit to an elected official, public official, public employee, candidate, or that person's immediate family member, with the intent to influence that person's acts, opinion, judgment or exercise of discretion with respect to that person's duties. In addition to any criminal and civil penalties, IPERS may, by written notice to the Service Provider, terminate this contract, if the Service Provider violates this section.
21. **USE OF THIRD-PARTIES AND SUBCONTRACTORS.** IPERS acknowledges that the Service Provider may contract with third parties for the performance of any of the Service Provider's obligations under this Contract. All subcontracts shall be subject to prior approval by IPERS. The Service Provider may enter into these contracts to complete the project provided that the Service Provider remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Service Provider under this Contract shall also apply to the subcontractors. IPERS shall have the right to request the removal of a subcontractor from the Contract for good cause.

22. **WORKERS' COMPENSATION AND UNEMPLOYMENT INSURANCE.** During the term of the contract, the Service Provider shall provide and maintain for all employees of the Service Provider engaged in work under this contract, workers' compensation and unemployment insurance as required by applicable law.
23. **LIABILITY INSURANCE.** The Service Provider shall maintain malpractice and/or an Errors and Omissions Insurance Policy in the amount of at least \$1 million. Additionally, the Service Provider shall maintain adequate business insurance to include an umbrella liability policy of at least \$ 4 million. Evidence of insurance shall be furnished at contract signing and upon request.
24. **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.
25. **SERVICE PROVIDER PERSONNEL.** IPERS may request replacement of any of the Service Provider's 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 the Service Provider's responsibility for the proper selection, assignment, management, and discipline of the Service Provider's employees.
26. **SERVICE PROVIDER'S TERMINATION AND TRANSITION DUTIES.** If this contract is terminated with or without cause, not renewed, or if the Service Provider is not the successful Service Provider at the next RFP process, the Service Provider, upon the receipt of notice from IPERS, shall:
- 26.a. Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) 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.
 - 26.b. Immediately cease using and return to IPERS any personal property, records, data, or materials, whether tangible or intangible, provided by the provided by IPERS to the Service Provider, unless otherwise directed by IPERS.
 - 26.c. Comply with IPERS' instructions for the timely transfer of any active files and work product produced by the Service Provider under this Contract.
 - 26.d. 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.

- 26.e. Immediately return to IPERS any payments made by IPERS for services that were not rendered by the Service Provider.
27. INDEPENDENT CONTRACTOR STATUS. The status of the Contractor shall be that of an independent contractor, its employees, agents and any subcontractors performing under this contract are not employees or agents of the state or any agency, division or department of the State simply by virtue of work performed pursuant to this contract. Neither the Contractor nor its employees shall be considered employees of IPERS or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Contract. IPERS will not withhold taxes on behalf of the Contractor (unless required by law).
28. INTEGRATION: This contract represents the entire agreement between the parties and neither party is relying on any representation that may have been made which is not included in this contract.
29. HEADINGS OR CAPTIONS. The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.
30. SUPERSEDES FORMER AGREEMENTS. This Agreement supersedes all prior Agreements between the Service Provider and IPERS for the services provided in connection with this Agreement.
31. SERVICE PROVIDER CHANGES. Service Provider shall provide notification to IPERS concerning changes in the Service Provider's organizational relationships, ownership, professional staff, or services, which may have an impact on the Service Provider's performance under this contract.
32. NOTICE. Any notice, advice or report to be given pursuant to this Contract shall be delivered or mailed to:

FOR IPERS:
Suzan Stuchel
Iowa Public Employees' Retirement System
7401 Register Drive, P.O. Box 9117
Des Moines, Iowa 50306-9117
E-mail: suzan.stuchel@ipers.org
Phone: (515) 281-0090
Fax: (515) 281-0055

FOR SERVICE PROVIDER:

33. SEVERABILITY. If any provision of this Agreement is deemed invalid or unenforceable, the remainder shall be valid and enforceable.
34. 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.
35. COUNTERPARTS. This contract may be executed in any number of counterpart copies, each of which when fully executed shall be considered as an original.
36. INVOICES. Service Provider shall submit an invoice each month for deliverable services rendered to IPERS. IPERS shall be permitted a reasonable period to verify that the invoiced services were rendered and pay the invoice. The Service Provider shall not be entitled to any interest unless provided for under Iowa law.
37. ETHICS POLICY. Service Provider 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 Contract. Service Provider 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, the Service Provider 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.
38. Neither party shall be in default under the Contract if performance is prevented, delayed or made impossible to the extent that such prevention, delay, or impossibility is caused by a "force majeure." The term "force majeure" as used in this Contract includes an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, war, civil disturbance and other similar causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. "Force majeure" does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of Contractor; claims or court orders that restrict Contractor's ability to deliver the Deliverables contemplated by this Contract; strikes; labor unrest; or supply chain disruptions. If

delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Contract. If a "force majeure" delays or prevents the Contractor's performance, the Contractor shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be determined solely by IPERS. The party seeking to exercise this provision and not perform or delay performance pursuant to a "force majeure" shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events. Dates by which performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

IN WITNESS, WHEREOF the parties have agreed to all provisions contained herein and has executed this Agreement on the date indicated.

IOWA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

By _____
Donna M. Mueller, Chief Executive Officer

Date: _____

[SERVICE PROVIDER]

By _____
[Name of person that can bind Service Provider]
[Title]

Date: _____

Appendix C: IPERS ETHICS POLICY

IOWA PUBLIC EMPLOYEES' RETIREMENT SYSTEM ETHICS POLICY

Revised September 2016

The Iowa Public Employees' Retirement System (IPERS) is charged by law with the administration of pension funds held in trust for active, inactive, and retired IPERS members and their beneficiaries. Accordingly, its Investment Board members, certain of its employees, and certain of its contractors and agents have fiduciary duties commonly associated with pensions and other trusts. These duties extend not only to the investment activities but also to the application of IPERS' benefit provisions, the establishment of actuarial assumptions, the collection of amounts owed to the Fund, and the general administration of IPERS. Because IPERS is created by statute as a state agency, Investment Board members and employees have the special responsibilities for honesty and integrity applicable to public servants.

IPERS has relied on Iowa Code chapter 68B and administrative rules promulgated under that chapter to monitor and make decisions on conflict of interest issues. Section 68B.2A provides general conflict of interest principles for persons who serve or are employees of the State of Iowa and sections 68B.21 through 68B.26 deal with the issue of gifts. However, statutes and rules are often not well-designed to handle the many permutations of the conduct they are intended to control. In the area of conflicts of interest, including gifts, there are situations where additional rules and procedures are warranted, particularly for a pension plan and its fiduciaries. Therefore, this Ethics Policy was developed to fill gaps where the current statutes and rules do not provide sufficiently clear guidance for conduct.

This policy regulates conduct by affected persons and the evaluation of that conduct by the applicable appointing authorities and supervisory personnel.

DEFINITIONS

In this Ethics Policy, the following definitions apply unless the context requires otherwise:

"Agent" means a person performing duties on behalf of IPERS other than an employee or Board member.

"Board" means the IPERS Investment Board.

"Board Member" means any member of the IPERS Investment Board.

"Contractor" means a person, other than a Board member or employee, or an organization that, by virtue of a contractual relationship, provides services to IPERS. Contractor shall not mean the State of Iowa, or any of its political subdivisions that are governed by Iowa Code chapter 68B.

"Covered Associate" means (a) any general partner, managing member, or executive officer or other individual with a similar status or function; (b) any employee of an investment manager or consultant who solicits a Government Official and any person who supervises, directly or indirectly such

IOWA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
RFP O-2019-1

employees; and (c) any PAC controlled by the investment manager or by any of its covered associates. The term covered associate does not include persons who have formal titles but who do not have policy-making functions.

"Employee" means a person working for IPERS in an employer-employee relationship.

"Fiduciary" means (a) a Board member or (b) such other person, including but not restricted to employees, contractors, and agents, who are fiduciaries because they have been identified as fiduciaries by contract, or because of the nature of the relationship without any specific identification.

"Gift" means any rendering of value for which legal consideration of equal value is not given and received. The term "gift" also includes the rendering of a personal benefit or favor that results in an economic benefit or financial gain by a Board member, employee, or relative that is not expressly permitted under Iowa Code chapter 68B and the applicable administrative rules.

"IPERS" means the Iowa Public Employees' Retirement System.

"Government Official" means an incumbent, candidate, or successful candidate for an elective office in the State of Iowa which has the authority to appoint any person who is directly or indirectly responsible for, or can influence the outcome of, the hiring of an investment manager.

"Key Employee" means an employee who has been designated in this policy as one who exercises significant decision-making or fiduciary authority by virtue of the position he or she holds with IPERS. The following positions are hereby designated as key employees: chief executive officer, chief investment officer, chief benefits officer, chief operations officer, chief financial officer, chief information technology officer, and general counsel.

"Personal Securities Transactions" means (a) transactions for a Board member's or employee's own account, including separately held securities within IRAs, and (b) transactions for an account in which a Board member or employee has indirect beneficial ownership, unless the Board member or employee has no direct or indirect influence or control over the account. Accounts involving a relative (including husband, wife, minor children, or other dependent relatives) or accounts in which the Board member or employee has a beneficial interest (such as a trust of which he or she is an income or principal beneficiary) are included within the meaning of "indirect beneficial interest."

"Policy" means this Ethics Policy.

"Relative" means a person related within the fourth degree of consanguinity (blood relative) or affinity (marriage).

"Restricted Donor" means a person (including a relative) who falls within any of the following categories:

- a) The person is, or is seeking to be, a party to any one sale or any combination of sales, purchases, leases, service, or other contract with IPERS.

- b) The person will be, or is the agent of someone who will be, directly and substantially affected financially by the performance or nonperformance of a Board member's or employee's official duty in a way that is greater than the effect on the public generally, or on a substantial class of persons to which the person belongs as a member of a profession, occupation, industry, or region.
- c) The person is a lobbyist as defined in §68B.2(13).
- d) The person is a client of a lobbyist with respect to matters within the IPERS jurisdiction.

I. GENERAL ETHICAL STANDARDS

- A. Board members and employees must comply with all applicable legal, fiduciary, and professional standards. They should specifically be aware of the following statutes, rules, and codes of professional conduct, as applicable to them:
- Iowa Code chapter 97B, "Iowa Public Employees' Retirement System"
 - Iowa Code chapter 68B, "Conflicts of Interest of Public Officers and Employees"
 - 351 Iowa Administrative Code, "Ethics and Campaign Disclosure Board," chapters 6, 7, and 8 (68B)
 - Chartered Financial Analyst Institute—Code of Ethics and Standards of Professional Conduct, as amended
 - Iowa Code of Professional Responsibility for Lawyers, as amended
 - SEC Rule 206(4)-5 "Political Contributions by Certain Investment Advisors"

These documents are incorporated herein by reference and are available upon request made to the general counsel.

- B. Board members and employees must be honest in the exercise of their duties and must not take actions that will discredit IPERS.
- C. Board members and employees must be loyal to the interests of IPERS, its members and its beneficiaries.
- D. Board members, employees, contractors, agents, and any other persons having fiduciary obligations to IPERS who become aware of any conflict of interest have an affirmative duty to disclose the conflict as provided in section II (B) below, and if the conflict is their own, to cure the conflict in a manner provided for in this policy, unless the conflict is waived or is an exception case as described in this policy.
- E. As discussed in more detail below, Board members and employees may not use their relationship with IPERS to seek or obtain personal gain. However, this should not be interpreted to forbid the use of IPERS as a reference or the communication to others of the fact that a relationship with IPERS exists, provided that no misrepresentation is involved.

II. CONFLICT OF INTEREST DISCLOSURES AND RULINGS

- A. A conflict of interest exists for a Board member, employee, contractor, or agent whenever there exists personal or private, commercial, or business relationship or interest that could reasonably be expected to diminish the Board member's, employee's, contractor's, or agent's independence of judgment in the performance of the person's responsibilities to IPERS. For example, an employee's independence of judgment is diminished when the Employee is in a position to take action or not take action with respect to IPERS or its business and such act or failure to act is, may be, or reasonably appears to be influenced by considerations of personal gain or benefit rather than motivated by the interests of IPERS, its members, and its beneficiaries.

The phrase "conflict of interest" includes the prohibited transactions and interests described in Section III below, the gifts prohibited under Section VI below, and any other personal or private transaction, interest, or relationship that, under the circumstances, creates an appearance of impropriety that could reasonably be expected to diminish public confidence in the independent and impartial administration of IPERS in the best interests of IPERS members and beneficiaries.

- B. Board members, employees, contractors, agents, and any other persons having fiduciary obligations to IPERS must promptly disclose conflicts of interest in writing to the general counsel using the IPERS Conflict of Interest Disclosure and Request for Ruling ("Appendix "A" and "B"), hereafter referred to as Disclosure Statement. If the general counsel determines that there is no conflict of interest, or that the conflict of interest has been cured, or will be waived, or is an exception case described in this policy, the general counsel's ruling shall be provided to the disclosing party and a copy retained in the applicable IPERS records, and no further action shall be taken. However, if the general counsel determines that the disclosing party has a conflict of interest that has not been cured, or waived, and is not an exception case, the following procedures shall be followed.

For conflict disclosures by the chief executive officer, a copy of the Disclosure Statement and the general counsel's analysis and ruling shall be given by the general counsel to the disclosing party, and also to the Board, if it is determined in the ruling that the disclosing party is in a conflict of interest situation that would bar participation by the chief executive officer in contemplated agency action under the conflict principles of Iowa Code chapter 68B and the administrative rules thereunder or this policy.

For conflict disclosures by the investment staff, a copy of the Disclosure Statement and the general counsel's analysis and ruling shall be given by the general counsel to the disclosing party, the chief investment officer, and the chief executive officer.

For conflict disclosures by other employees, a copy of the Disclosure Statement and the general counsel's analysis and ruling shall be given by the general counsel to the disclosing party, the employee's supervisor, and the chief executive officer.

For conflict disclosures by contractors and agents, a copy of the Disclosure Statement and the general counsel's analysis and ruling shall be given by the general counsel to the disclosing party, the contractor's or agent's monitoring personnel (if not the disclosing party), and the chief executive officer.

For conflict disclosures by any other persons having fiduciary obligations to IPERS, a copy of the Disclosure Statement and the general counsel's analysis and ruling shall be given by the general counsel to the disclosing party and the chief executive officer.

For conflict disclosures by Board members, if the Board member believes that he or she may be in a conflict of interest situation with respect to a matter requiring official Board action, the Board member is strongly encouraged to disclose such conflicts and receive the general counsel's ruling in advance of any Board vote on related issues using the Disclosure Statement. However, such a Board member may, in lieu of seeking an advance ruling, disclose at such a Board meeting that he or she has a conflict and recuse himself or herself from further participation.

If a Board member indicates that he or she may have a conflict of interest at a Board meeting, and the Board member wishes to participate in the official Board action with respect to the matter for which a conflict may exist, the Board, at the Board member's request, may go into closed session as permitted in Iowa Code sections 21.5 or 97B.8A(5) to discuss the matter and receive the general counsel's ruling. The minutes of the open portion of the meeting must include the notice of a possible conflict and the curative actions to be taken, if any. The general counsel shall provide a written analysis and ruling to the Board regarding the written conflict of interest disclosures made by Board members, if it is determined in the ruling that the disclosing party is in a conflict of interest situation that would bar participation by that party in contemplated agency action under the conflict principles of Iowa Code chapter 68B and the administrative rules thereunder or this policy.

- C. Persons who have a duty to disclose a conflict of interest also have a duty to cure it, if the conflict is their own, and a cure is required in the general counsel's ruling. A person normally cures a conflict of interest by promptly eliminating it. Persons who cannot or do not wish to eliminate the conflict must terminate the relationship with IPERS as quickly as is responsibly and legally possible. However, if the conflict of interest involves a Board member or employee who may prudently withdraw from action on a particular matter in which a conflict exists, he or she may cure the conflict in that manner, provided that:

1. The person may be and is effectively separated from influencing the action taken,
 2. The action may properly be taken by others, and
 3. The nature of the conflict is not such that the person must regularly and consistently withdraw from decisions which are normally his or her responsibility with respect to IPERS. Board members must disclose any conflicts regarding matters which are before the Board, leave the room during any relevant deliberations, and not vote on the matter.
- D. Board members, employees, contractors, and agents who file Disclosure Statements must refrain from giving advice or making decisions about matters affected by the conflict of interest unless the general counsel, after consultation with the Board, the applicable appointing authority or supervisor, or the contractor's or agent's monitoring personnel, expressly waives this prohibition. The fact that a waiver of a conflict of interest has been granted must be provided to the disclosing party in writing or, if the possible conflict disclosure has been made and a waiver is granted during a Board meeting, summarized in the minutes of the open portion of the meeting held in compliance with the Iowa Open Meetings laws. Records of all waivers granted with the supporting reasons will be retained in the applicable IPERS records.
- E. It shall not be considered a conflict, and a written waiver ruling shall not be required, solely because:
1. A Board member or employee is a member, retiree, or beneficiary of the System or, with respect to the matter at issue, has an interest no greater than a large class of its members or retirees, or
 2. A Board member, employee, or relative has an investment in the securities of a publicly or privately traded corporation which is owned, purchased, sold, or otherwise dealt with by IPERS provided that the affected person's interest in the securities is not more than five percent of any class of securities and the person is not a director or officer of the corporation, or
 3. A Board member, employee, or relative maintains ownership in a mutual fund or commingled investment fund that holds securities or other assets of a firm that provides or is being considered to provide services to IPERS unless the Board member, employee, or relative participates in the management of such funds.

III. PROHIBITED TRANSACTIONS AND INTERESTS

BOARD MEMBERS AND EMPLOYEES

- A. Board members and employees may buy or sell a publicly traded security of an issuer which is held by IPERS but shall not engage in a Personal Securities Transaction when they know or reasonably should know by virtue of information received as a Board member or employee material nonpublic information with respect to such securities.
- B. No Board member or employee shall use or seek to use his or her IPERS position to obtain from a restricted donor an economic benefit or financial gain for himself or herself, for any relative or for any for-profit business or not-for-profit organization on whose behalf such economic benefit or financial gain is solicited by a Board member or employee. This prohibition does not apply to the situations described in Section II(E) above.
- C. No Board member or employee may recommend or cause discretionary IPERS business to be transacted with or for the benefit of a relative.
- D. Board members and employees may not under any circumstances accept offers, by reason of their position with IPERS, to trade in any security or other investment on terms more favorable than available to the general investing public.
- E. Board members and employees may not borrow from investment managers, outside service providers, professional advisors, or contractors, banks, or other financial institutions with which IPERS has a business relationship, unless such entities are normally engaged in such lending in the usual course of their business, and then only on customary terms offered to members of the general public, under similar circumstances, to finance proper and usual activities.
- F. No Board member or employee may represent any person in any action or proceeding before or involving the interests of IPERS except as a duly authorized agent of IPERS.
- G. No Board member or employee may use tangible or intangible resources or facilities paid for by IPERS to benefit their own private business interests or those of their clients.
- H. No Board member or employee may take action personally or on behalf of IPERS that will result in a reasonably foreseeable conflict of interest. Should there be action which a Board member or employee believes to be in the best interest of IPERS but which could result in a personal conflict of interest, and absent an exemption contained in this policy, the Board member or employee must disclose such fact to the general counsel

and receive a written conflict of interest waiver from the general counsel prior to taking such action.

EMPLOYEES

- A. Employees may not engage in outside employment, business, or other activities which conflict with their full-time responsibilities at IPERS, or the conflict of interest principles set forth in this policy.

Key employees, excluding the chief executive officer, must obtain advance written approval from the chief executive officer for any outside employment or business that may result in an actual or perceived conflict of interest, as defined in this policy. Furthermore, Employees who have any association with the IPERS investment function, including access to investment information, may not advise, manage, or oversee an investment function for any other entity, whether for-profit or nonprofit, without disclosing the relationship and receipt of a conflict waiver from the general counsel. An investment function means management of, or investment advice with respect to, a portfolio of investments and does not extend to advice or management relating to individual transactions for relatives or to functions normally viewed as those such as of a treasurer. Any outside employment by the chief executive officer must be approved in advance by the Board.

- B. If IPERS adopts an in-house internal management or securities trading program, the following employees must obtain preclearance for personal securities transactions and must provide transactional disclosure for such transactions: (1) those employees who make or monitor those who make investment recommendations, or otherwise participate in investment decisions concerning current portfolio investments or investments under consideration for purchase, (2) those employees who in the course of their regular duties for IPERS receive information concerning such investment recommendations or decisions, (3) those employees with actual knowledge of investment recommendations or decisions regarding purchases, sales, or other acquisitions or dispositions.

The preclearance and transactional disclosure requirements for personal securities transactions shall apply to all domestic and foreign securities, whether publicly traded or privately placed. However, the preclearance requirement does not apply to mutual funds or commingled investment funds.

Preclearance will be documented by written requests for approval of personal securities transactions. The general counsel must approve preclearance applications and shall maintain a personal securities transaction log. Preclearance for personal securities transactions is effective for five trading days only.

Personal securities transactions requiring preclearance must be supplemented by transactional disclosure forms given to the general counsel within ten calendar days of personal securities transactions trade dates. The transactional disclosure form must contain the following information: name and amount of the security involved, date and nature of the transaction, price at which the transaction was effected, and name of the broker through whom the transaction was effected.

IV. CONFIDENTIAL/SENSITIVE INFORMATION

- A. Board members and employees may not disclose confidential information, except when duly authorized personnel determine such disclosure is either permitted or required by law. Confidential information must be used by Board members and employees for IPERS' purposes and not for their own personal gain or for the gain of third parties.
- B. Information derived from a relationship with IPERS which might reflect favorably or adversely upon the value of any investment or contemplated investment may not be released or used by Board members or employees in any manner for the purpose of personal advantage or to provide advantage to others.

V. OBSERVANCE OF IPERS CONTROLS AND POLICIES

Board members and employees will observe the accounting and operating controls established by law and IPERS policies, including restrictions and prohibitions on the use of IPERS property for personal or other non-IPERS related purposes.

VI. GIFTS AND ENTERTAINMENT

- A. A Board member or employee is prohibited from soliciting or accepting a gift from a restricted donor.

A restricted donor is prohibited from offering or making a gift to a Board member or employee.

The prohibited solicitation of gifts by a Board member or employee from a restricted donor includes gifts solicited by a Board member or employee on behalf of third parties, regardless of whether the restricted donor declines to make the gift. Gifts are subject to specific exceptions and prohibitions as set forth below and in Iowa Code chapter 68B and 351 Iowa Administrative Code chapters 6, 7, and 8 (68B).

- B. This prohibition applies to lodging, meal, and transportation costs, except as provided in C below or under Iowa Code chapter 68B and 351 Iowa Administrative Code chapters 6, 7, and 8 (68B).

- C. This prohibition regarding the solicitation or acceptance of gifts or other economic benefits does not apply to seminar or conference fees when the seminar relates to the Board member's or employee's job duties and is sponsored by IPERS' contractors or agents. However, the prohibition does apply during a period in which the seminar or conference sponsor is under consideration as a new or continued service provider, that is, an eligible respondent to an RFP issued by IPERS.
- D. The prohibitions in this article do not apply to the following:
 - 1. Books, pamphlets, articles, or other such written materials which contain information directly related to the official job duties of a Board member or employee and are accepted by the Board member or employee on behalf of IPERS for use in performing his or her job duties, or
 - 2. Political contributions as permitted under Iowa Code chapter 68B, or
 - 3. Other gifts as permitted under Iowa Code section 68B.22(4) and the administrative rules thereunder.
- E. The prohibition on solicitation and/or acceptance of gifts offered or given by persons seeking official action from IPERS does not apply to gifts from relatives of Board members or employees which are based solely on a personal relationship between the Board member or employee and his or her relative.
- F. Under no circumstances may Board members and employees accept a gift if the source of the gift is not identified or if the Board member or employee knows or has reason to know that the gift is being offered through an intermediary.
- G. Written notice of IPERS' gift prohibitions should be provided to all potential donors. If an unsolicited prohibited gift is received by a Board member or employee, he or she should attempt to return the gift to its source. If that is not possible or feasible, the gift shall be forwarded to the Department of Administrative Services, or a bona fide charitable organization as outlined in Iowa Code chapter 68B and 351 Iowa Administrative Code. If transfer of the gift to the Department of Administrative Services or a bona fide charitable organization is not possible or feasible, the item may be sold within the agency, provided that the sale of a prohibited gift must be for fair market value, with distribution of the proceeds to the Department of Administrative Services or to a bona fide educational or charitable organization.

VII. COMPLIANCE WITH PROFESSIONAL STANDARDS

- A. IPERS representatives who are members of professional organizations which promulgate standards of conduct must comply with those standards.

- B. All IPERS professional investment personnel shall comply with the Code of Ethics and Standards of Professional Conduct of the CFA Institute (the "CFA Institute Standards") as amended from time to time by the CFA Institute, the requirements of which are incorporated herein by this reference.

VIII. FINANCIAL DISCLOSURE

Board members and key employees shall comply with the requirements for personal financial disclosure set forth in the Iowa Code chapter 68B and the administrative rules thereunder.

IX. COMPLIANCE WITH SEC "PAY-TO-PLAY" RULE 206(4)-5

- A. Prospective investment advisors submitting proposals shall be required to certify in their proposals that they are in compliance with SEC Rule 206(4)-5 and that they are not subject to any two-year time-out under SEC Rule 206(4)-5.
- B. Current investment advisors shall be required to certify that they are in compliance with SEC Rule 206(4)-5 and that they are not subject to any two-year time-out under SEC Rule 206(4)-5. Advisor certification shall be provided pursuant to and part of the annual review of IPERS' investment advisors using forms provided by IPERS for that purpose.

X. COMPLIANCE AND ENFORCEMENT

- A. The Board, with the assistance of the general counsel, shall enforce this policy with respect to Board members, the chief executive officer, and contractors and agents providing investment and actuarial services. Such enforcement shall be through resolutions of reprimand, censure, or other appropriate parliamentary measures, including requests for resignation.
- B. The chief executive officer, with the assistance of the general counsel, shall enforce this policy with respect to employees, using the full range of disciplinary options under IPERS' personnel policies and collective bargaining agreement up to, and including termination. The chief executive officer shall also enforce this policy with respect to IPERS' contractors and agents other than those providing investment and actuarial services.
- C. The chief executive officer shall enforce this policy with respect to the general counsel.
- D. Board members and those IPERS employees who are fiduciaries shall take appropriate action as fiduciaries in the event a violation of this policy involves a breach of a Board member's or employee's fiduciary duties.

- E. Board members and employees with knowledge of a violation of this policy shall report such violation to the general counsel. No retaliatory action will be taken for any such report made in good faith.
- F. Key employees and Board members, respectively, shall sign and date a Conflict of Interest Compliance Statement ("Appendix C"), hereafter referred to Compliance Statement, stating that they have received and read this policy, that they will comply with its provisions, that it is their duty to report violations of this policy, and, for employees, that adherence to the policy is a condition of their employment. The statement will also include a disclosure of any conflicts of interest or violations of the policy of which they are aware and a reminder that they are required to update their statements if a change in circumstances occurs which would require reporting under this policy. The general counsel will maintain the Compliance Statements of Board members.

New Board members and new key employees shall provide the Compliance Statement within 60 days of employment or appointment, as applicable.

- G. Board members and key employees shall promptly disclose any discipline imposed on themselves for violations of the laws, rules, and codes listed at Section I(A). All such Disclosure Statements shall be provided to the general counsel within 45 days of the adoption date of this policy, or, if later, within 45 days after the imposition of such discipline. Disciplinary action disclosure shall be promptly updated if any action occurs which would cause a Board member's or an employee's answers to change.
- H. For open records purposes, the custodian of the Compliance Statements, Disclosure Statements, and rulings required under this policy shall be the general counsel. Such records including all relevant documentation, and the general counsel's rulings thereon, shall be maintained as confidential except as otherwise required by a court of competent jurisdiction. Provided that, if in the general counsel's sole discretion, appropriate corrective actions are not taken in response to an adverse conflict of interest ruling, this section shall not preclude IPERS from taking further actions to cure the situation which could result in the release of part or all of the information disclosed in the Compliance Statement or conflict disclosure.
- I. A list of the contractors and agents who have been found to be in violation of the Ethics Policy and whose relationship with IPERS has been terminated because of such violation shall be maintained. The custodian of this list is the general counsel. IPERS will not do business with a contractor or agent terminated for violation of the Ethics Policy for a period of at least five years after the termination of the relationship between the contractor or agent and IPERS.

Appendix D: Background Security Checks Policy

General

The purpose of this policy is to establish requirements and provide a procedure for IPERS to require, as a condition for award of a contract, that non-IPERS employees who are to perform a specified service at IPERS will have a background screening check performed prior to their work at IPERS. This applies to contractors and other vendors who will perform certain services on site at the IPERS building or who will have access to IPERS facilities through remote computer access. This requirement may also be met through bonding or insurance coverage.

This policy is necessary for the protection, security and privacy of IPERS employees, members, data, funds, and IPERS information systems. All IPERS' information must be considered sensitive and valuable, and will be protected accordingly. Background screening will protect the character and integrity of IPERS and insure the contractors/vendor's eligibility and suitability to provide services to IPERS. IPERS deals with large amounts of money and personally identifiable information, so the potential for abuse is great.

Policy

This policy establishes that as a condition of award of a contract or purchase order, that contractors/vendors who will perform work on site at IPERS or through remote computer services must agree to conduct a background screening check on any personnel who will perform services on site at IPERS facilities, or who will have access onsite to IPERS facilities or through remote computer access. The level of investigation may vary depending on the sensitivity of the area in which the contractor/vendor's employees will work. At the discretion of IPERS, background checks do not need to be done for contractors or vendors who offer temporary services, such as being on-site or using computer services for only a few hours. Temporary employees are also covered by this policy, but they may be exempted from background checks based on the discretion of the involved IPERS' manager or supervisor.

The contractor/vendor shall make use of the screening information to help make the best possible staff selection for the services to be performed for IPERS. If it is discovered during the background check that the contractor/vendor's staff has a criminal record, did not provide accurate information, or the results of the background check raises concerns about building, system or personal security the

contractor/vendor shall not assign that employee to IPERS. Such employees shall not be granted access to IPERS facilities and any existing access privileges already given to the employee shall be removed, including remote computer access. IPERS may waive the background check requirement if a contractor/vendor agrees to provide bonded employees and/or maintain appropriate insurance coverage that is commensurate with the risk to IPERS or its employees. It shall be the responsibility of the involved manager or supervisor whether to grant this waiver and to determine the level of bonding and/or insurance coverage necessary.

This policy applies to, but is not limited to, services provided for the following types of projects:

1. Initiatives involving the development of programs and systems
2. Application development
3. IT infrastructure work
4. Building maintenance
5. Access to confidential member information

Procedure

Contractors/vendors must agree to the background security checks contract provision as a condition for award of a contract or purchase order.

Contractors/vendors must comply with this procedure before they permit access to the site by their employees or their subcontractors' employees. IPERS reserves the right to at any time request additional background checks of staff already performing services for IPERS. IPERS must receive written confirmation from the contractor/vendor that all requirements have been met before allowing the contractor/vendor's employee(s) access to the IPERS facility or computer services. If bonding and/or insurance coverage are required, written documentation shall also be provided.

Screening to be performed at the discretion of IPERS

All screening will be performed by the contractor/vendor and proof of the screening provided to IPERS. IPERS reserves the right to review the thoroughness of any background check performed by a contractor/vendor and either accept the results or require additional checks. Types of screenings may include the following:

- Social Security (verification of identity)
- Past Employment Verification (to provide job history & past performance)
- Drivers License Verification (to verify ability to drive a vehicle & to be reimbursed)
- Criminal Verification (for previous seven (7) years to determine appropriateness of candidate for the position)
- Education Verification (validation of credentials)
- Professional License or Certification Verification (validation of credentials)
- Specialized Training or Certification Verification (validation of credentials)

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Contractors/vendors will be responsible for the payment of all fees associated with background screening checks, bonding, and/or insurance coverage for their employees and/or subcontractors.

Appendix E: IPERS BUILDING ACCESS POLICY

Policy

It is IPERS policy to protect its staff, visitors, assets, resources and facilities, located at its headquarters at 7401 Register Drive, Des Moines, Iowa. One element of this protection includes the establishment and enforcement of a building access policy. This policy is intended to provide appropriate levels of access to maintain both security and efficiency. The building policy is implemented by assigning Access Profiles to all building entrants. A current list of cards issued in each entrant profile will be maintained. The types of profiles included are:

- Those that are not issued a building access card. They must sign in/out at the front desk and be escorted to and from their destination within the building. Examples include: IPERS members and employers, meeting participants, vendors, contractors, etc.
- Those performing tasks within the building for a time period ranging from a few hours, 1 day or to the end of a specific project/contract (weeks or months). They may be issued building access cards with limited access appropriate for the work performed as determined on a case-by-case basis by the IPERS facility coordinators. Examples include: building maintenance staff, electricians, interns, auditors, etc.
- Those who are non-IPERS staff members that have an on going relationship with IPERS. Specific access will be determined on a case-by-case basis by the IPERS facility coordinators. Examples include mail delivery staff, janitorial services, food vendors, fire department, etc.
- Those who are IPERS staff. Access authority is dependent upon job needs.

Appendix F: State of Iowa Terms and Conditions for Services

The contractor must also agree to the State of Iowa's Terms and Conditions effective May1, 2016 which can be found by copying and pasting the following link:

<https://das.iowa.gov/procurement/terms-and-conditions>