**Request for Proposal**

**RFP Cover Sheet**

**Administrative Information**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **RFP Number** | RFP0621595095 | **Title of RFP** | | Actuarial Services for Peace Officers’ Retirement, Accident, and Disability System | | | | |
| **Agency** | Iowa Department of Administrative Services (DAS) on behalf of the Department of Public Safety | | | | | | | |
| **Number of years of the initial term of the contract** | | | | | 3 | **Number of possible annual extensions** | | 3 |
| **Available to Political Subdivisions?** | | | no | | | | | |
| State Issuing Officer:  Kathy Harper  Phone: 515-321-7686  E-mail: Kathy.harper2@iowa.gov | | | | | | | | |
| **PROCUREMENT TIMETABLE—Event or Action** | | | | | | | **Date/Time (Central Time)** | |
| State Posts Notice of RFP on TSB website | | | | | | | July 22, 2021 | |
| State Issues RFP | | | | | | | July 24, 2021 | |
| RFP written questions, requests for clarification, and suggested changes from Respondents due | | | | | | | August 9, 2021 | |
| Proposals Due | | | | | | | August 23, 2021/2:00 P.M. | |
| **Relevant Websites** | | | | | | | | |
| 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> | | | | | | | | |
| Internet website where Proposals need to be submitted: <https://vss.iowa.gov/webapp/VSS_ON/AltSelfService> | | | | | | | | |
| Number of Copies of Proposals Required to be Submitted: 1 Digital Copy | | | | | | | | |
| **Firm Proposal Terms**  The minimum number of days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm is 120 Days. | | | | | | | | |

SECTION 1 INTRODUCTION

1. **Purpose**

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet and further described in Section 4 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) for the initial period identified on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

1. **Definitions**

For the purposes of this RFP and the resulting contract, the following terms shall mean:

**“Agency”** means the agency identified on the RFP cover sheet that is issuing the RFP and any other agency that purchases from the Contract.

**“Calendar year”** means the period beginning January 1 and ending December 31 of any numbered year.

**“Consulting actuaries”** means the Principal Actuary and all Supporting Actuaries assigned to and providing services to PORS under an actuarial consulting services contract.

**“Contract”** means the contract(s) entered into with the successful Respondent(s) as described in Section 6.1.

**“Contractor”** means the awarded business/person to provide the contractual services agreed upon.

**“Deliverable”** means the completion of a milestone or accomplishment of a task.

**“DPS”** shall mean the Department of Public Safety, an agency of the State of Iowa.

**“Firm”** shall mean the business that provides actuarial consulting services pursuant to a contract for services.

**“Fiscal year”** means the period beginning July 1 and ending June 30 of any numbered year.

**“General Terms and Conditions”** means the General Terms and Conditions for Services Contracts as referenced on the RFP cover page.

**“Membership”** means active, inactive, retired, and annuitant members.

“**PORS**“means the Board of Trustees of Iowa Department of Public Safety Peace Officers’ Retirement, Accident and Disability System.

**“Principal actuary”** means the lead and most senior actuary of the Firm assigned to and providing services under the Contract.

**“Proposal”** means the Respondent’s proposal submitted in response to the RFP.

**“Respondent”** means the company, organization or other business entity submitting a proposal in response to this RFP.

**“Responsible Respondent”** means a Respondent that has the capability in all material respects to perform the scope of work and specifications of the Contract. In determining whether a Respondent is a Responsible Respondent, the Agency may consider various factors including, but not limited to, the Respondent’s competence and qualifications to provide the goods or services requested, the Respondent’s integrity and reliability, the past performance of the Respondent and the best interest of the Agency and the State.

**“Responsive Proposal”** means a Proposal that complies with the material provisions of this RFP.

**“RFP”** means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.

**“State”** means the State of Iowa, the Agency, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

**“Supporting actuary”** means a less senior actuary that will support the Principal Actuary in providing services to PORS.

1. **Overview of the RFP Process**

This RFP is designed to provide Respondents with the information necessary for the preparation of competitive Proposals. The RFP process is for the Agency’s benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Respondent is responsible for determining all factors necessary for submission of a comprehensive Proposal.

**Respondent should review Attachment 3, Form 22 Request for Confidentiality, for more information if its Proposal contains confidential information. Any Proposal marked “Confidential” or “Proprietary” on every page may be disqualified.**

Respondents will be required to submit their Proposals per Section 3. It is the Agency’s intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 5, Evaluation and Selection.

1. **Background**

This Request for Proposal (“RFP”) is issued by the Iowa Department of Public Safety (“DPS”), on behalf of the Board of Trustees for the Peace Officers’ Retirement, Accident, and Disability System (“PORS”), for the purpose of soliciting proposals from actuarial Firms to provide actuarial services for the Peace Officers’ Retirement, Accident, and Disability System (“System”). The Board administers the System fund and contracts with an actuarial consultant to advise and report on actuarial matters for the System. The System is a defined benefit plan with a 07/01/2020 actuarial value totaling $573,716,266. The Board of Trustees consists of the Commissioner of the Department of Public Safety (Chairperson), the Iowa Treasurer of State, an active member of the System, a retired member of the System, and a civilian appointed by the Governor of the State of Iowa, who is an executive in the financial services industry. Chapter 97A of the Code of Iowa governs the PORS and the System. A copy of Chapter 97A is attached as Attachment #5.

The Firm(s) to whom the contract(s) is/are awarded will provide actuarial analysis of and reports regarding the System funds in conformity with and subject to the terms of the contracts contemplated hereby between the Board and the Firm and subject to applicable law. DPS intends to award a three-year contract with the option to renew the contract for one additional three-year period.

SECTION 2 ADMINISTRATIVE INFORMATION

* 1. **Issuing Officer**

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

* 1. **Restriction on Communication**

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Respondents may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2. Oral questions related to the interpretation of this RFP will not be accepted. Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Respondent and the State.

* 1. **Downloading the RFP from the Internet**

The RFP and any addenda to the RFP will be posted at <http://bidopportunities.iowa.gov/>. The Respondent is advised to check the website periodically for addenda to this RFP, particularly if the Respondent downloaded the RFP from the Internet as the Respondent may not automatically receive addenda. It is the Respondent's sole responsibility to check daily for addenda to posted documents.

* 1. **Procurement Timetable**

The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the Agency changes any of the deadlines for Respondent submissions, the Agency will issue an addendum to the RFP.

* 1. **Questions, Requests for Clarification, and Suggested Changes**

Respondents are invited to submit written questions and requests for clarifications regarding the RFP. Respondents may also submit suggestions for changes to the specifications of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer on or before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Respondent shall reference the page and section number(s). The Agency will post written responses to questions, requests for clarifications, or suggestions received from Respondents. The Agency’s written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP.

The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP through an addendum.

* 1. **Amendment to the RFP**

The Agency reserves the right to amend the RFP at any time using an addendum. The Respondent shall acknowledge receipt of all addenda in its Proposal. If the Agency issues an addendum after the due date for receipt of Proposals, the Agency may, in its sole discretion, allow Respondents to amend their Proposals in response to the addendum.

* 1. **Amendment and Withdrawal of Proposal**

The Respondent may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Respondent and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Respondents must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

* 1. **Submission of Proposals**

The Agency must receive the Proposal per Section 3 of the RFP before the “Proposals Due” date and time listed on the RFP cover sheet. **This is a mandatory specification and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Respondent.** It is the Respondent’s responsibility to ensure that the Proposal is received prior to the deadline. Electronic mail and faxed Proposals will not be accepted.

Respondents must furnish all information necessary to enable the Agency to evaluate the Proposal. Oral information provided by the Respondent will not be considered part of the Respondent's Proposal unless it is reduced to writing.

* 1. **Proposal Opening**

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Agency has issued a Notice of Intent to Award a Contract. See *Iowa Code Section 72.3*. However, the names of Respondents who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Respondents who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

* 1. **Costs of Preparing the Proposal**

The costs of preparation and delivery of the Proposal are solely the responsibility of the Respondent.

* 1. **No Commitment to Contract**

The Agency reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award a contract.

* 1. **Rejection of Proposals**

The Agency may reject outright and not evaluate a Proposal for reasons including, without limitation:

* + 1. The Respondent fails to deliver the Cost Proposal in a separate file.
    2. The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
    3. The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specification of the RFP.
    4. The Respondent’s Proposal limits the rights of the Agency.
    5. The Respondent fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 4 of the RFP.
    6. The Respondent fails to timely respond to the Agency's request for information, documents, or references.
    7. The Respondent fails to include proposal security, if required.
    8. The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 4 of this RFP.
    9. The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
    10. The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
    11. The Respondent provides misleading or inaccurate responses.
    12. The Respondent’s Proposal is materially unbalanced. A Proposal in which line item prices are structured so that it is possible that the Respondent who appears to be low will not end up having the lowest overall cost to the State, due to high prices on particular line items.
    13. There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsible Respondent.
    14. The Respondent alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.
    15. The Respondent is a “scrutinized company” included on a “scrutinized company list” created by a public fund pursuant to Iowa Code section 12J.3.
  1. **Nonmaterial Variances**

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State’s best interest to do so. Nonmaterial variances include but are not limited to, minor failures to comply that: do not affect overall responsiveness, are merely a matter of form or format, do not change the relative standing or otherwise prejudice other Respondents, do not change the meaning or scope of the RFP, or do not reflect a material change in the specifications of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the Respondent from full compliance with RFP specifications or other Contract specifications if the Respondent is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

* 1. **Reference Checks**

The Agency reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal and to discuss the Respondent’s qualifications and the qualifications of any subcontractor identified in the Proposal.

* 1. **Information from Other Sources**

The Agency reserves the right to obtain and consider information from other sources concerning a Respondent, such as the Respondent’s capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Respondent’s financial stability, past or pending litigation, and other publicly available information.

* 1. **Verification of Proposal Contents**

The content of a Proposal submitted by a Respondent is subject to verification. If the Agency determines in its sole discretion that the content is in any way misleading or inaccurate, the Agency may reject the Proposal.

* 1. **Proposal Clarification Process**

The Agency reserves the right to contact a Respondent after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Respondent has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Respondent’s Proposal. The Agency will not consider information received from or through Respondent if the information materially alters the content of the Proposal or the type of goods and/or services the Respondent is offering to the Agency. An individual authorized to legally bind the Respondent shall sign responses to any request for clarification. Responses shall be submitted to the Agency within the time specified in the Agency's request. Failure to comply with requests for additional information may result in rejection of the Proposal.

* 1. **Disposition of Proposals**

All Proposals become the property of the State and shall not be returned to the Respondent. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be public records and be available for inspection by interested parties, except for information for which Respondent properly requests confidential treatment according to exceptions provided in *Iowa Code Chapter 22* or other applicable law.

* 1. **Public Records and Requests for Confidential Treatment**

The Agency’s release of public records is governed by Iowa Code chapter 22. Respondents are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Respondent as non-confidential records unless Respondent requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

* 1. **Form 22 Request for Confidentiality**

***FORM 22 MUST BE COMPLETED AND INCLUDED WITH RESPONDENT’S PROPOSAL. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL BEING CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.***

* 1. **Copyright Permission**

By submitting a Proposal, the Respondent agrees that the Agency may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Respondent consents to such copying and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

* 1. **Release of Claims**

By submitting a Proposal, the Respondent agrees that it will not bring any claim or cause of action against the Agency or the State based on Respondent’s misunderstanding concerning the information provided in the RFP or concerning the Agency's or the State’s failure, negligent or otherwise, to provide the Respondent with complete, pertinent, or accurate information in this RFP, or for any failure to provide information that any Respondent might consider relevant for purposes of making a decision to submit a Proposal or to enter into any Contract resulting from this RFP.

* 1. **Respondent Presentations**

Respondents may be required to make a presentation. The determination as to need for presentations, and the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Respondent to illustrate the Respondent’s Proposal. The presentation shall not materially change the information contained in the Proposal.

* 1. **Evaluation of Proposals Submitted**

Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 5 of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the Respondent offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal the agency believes will provide the best value to the Agency and the State.

* 1. **Award Notice and Acceptance Period**

Notice of Intent to Award the Contract(s) will be sent to all Respondents submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by Agency. If the successful Respondent fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Respondent the Agency believes will provide the best value to the State.

* 1. **No Contract Rights until Execution**

No Respondent shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Respondent and the Agency.

* 1. **Choice of Law and Forum**

This RFP and the Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Respondents are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

* 1. **Preference**

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 117.5(1)-(2), 117.12(4).

* 1. **Restrictions on Gifts and Activities**

*Iowa Code Chapter 68B* restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Respondents are responsible to determine the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to *Iowa Code section 722.1*, it is a felony offense to bribe or attempt to bribe a public official.

* 1. **No Minimum Guaranteed**

The Agency does not guarantee any minimum level of purchases under the Contract.

* 1. **Post Solicitation Debriefing**

A debriefing is available to any Respondent who submitted a proposal in response to this RFP. ​Respondent shall submit a written request for a debriefing to the Issuing Officer ​via email or other delivery method​. All Respondents will be accorded fair and equal treatment with respect to its opportunity for debriefing. The debriefing shall be scheduled by the Agency as soon as practicable after the receipt of debriefing request.

* 1. **Appeals**

A Respondent whose Proposal has been timely filed and who is aggrieved by the Notice of Intent to Award of the Department may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer.  The notice must be filed within five (5) days of the date of the Notice of Intent to Award issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays.  The written notice may be filed by fax transmission to 515.725.2064.  The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the Notice of Intent to Award.  A notice of appeal may not stay negotiations with the apparent successful Respondent.

SECTION 3 FORM AND CONTENT OF PROPOSALS

* 1. **Instructions**

These instructions describe and define the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

* + 1. Respondent will submit their electronic copies of their Technical and Cost Proposals through Iowa Vendor Self-Serve (VSS). RFP0621595095 was created in VSS strictly for the purpose of electronic submittal and will be publicly posted. The link to VSS is: https://vss.iowa.gov/webapp/VSS\_ON/AltSelfService.

Respondent will need to register their company regardless of whether they have already done business with the state of Iowa. There is a Register button on the left hand side of the VSS screen. Click on that button to start the registration process. If you have any issues with registration, please call the helpdesk at 515-281-6614. If you have done business with the State, you will be given an opportunity to look up your entity during the registration process. It is recommended that you complete the registration process today to ensure you are ready to upload your proposal on Thursday when the RFP is publicly accessible in VSS.

File size is limited to 10MB when uploading. Respondent will need to break their Proposal into several files if the Proposal exceeds the 10MB threshold. There is no limit on the number of files which can be uploaded. Please make sure the electronic copy submitted contains all of the required signatures in the RFP which would include the transmittal letter and Attachments 1-3.

* + 1. 1 One (1) digital copy of the Technical and Cost Proposals shall be timely submitted to the Issuing Officer through the Iowa VSS electronic bidding system. The link to VSS is: https://vss.iowa.gov/webapp/VSS\_ON/AltSelfService.

The Technical and Cost Proposal electronic files shall be separate files.

Technical Proposal Electronic Copies

Technical Proposal

Public Copy (if submitted)

Cost Proposal Electronic Copies

Cost Proposal

* + 1. If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked “Public Copy”.
    2. Proposals shall not contain promotional or display materials.
    3. Attachments shall be referenced in the Proposal.
    4. If a Respondent proposes more than one solution to the RFP specifications, each shall be labeled and submitted in a separate Proposal and each will be evaluated separately.
  1. **Technical Proposal**

Any information provided in the Technical Proposal is subject to consideration, evaluation, and scoring. The following documents and responses shall be included in the Technical Proposal in the order given below:

**Exhibit 1 - Transmittal Letter (Required)**

An individual authorized to legally bind the Respondent shall sign the transmittal letter. The letter shall include the Respondent’s mailing address, electronic mail address, fax number, and telephone number.

**Exhibit 2 - Executive Summary**

The Respondent shall prepare an executive summary and overview of the goods and/or services it is offering, including all of the following information:

* + - * Statements that demonstrate that the Respondent has read and understands the terms and conditions of the RFP including the Contract provisions in Section 6.
      * An overview of the Respondent’s plans for complying with the specifications of this RFP.
      * Any other summary information the Respondent deems to be pertinent.

**Exhibit 3 - Firm Proposal Terms**

The Respondent shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm for the number days indicated on the RFP cover sheet following the deadline for submitting Proposals.

**Exhibit 4 - Respondent Background Information**

The Respondent shall provide the following general background information:

* + - * Does your state have a preference for instate Contractors? Yes or No. If yes, please include the details of the preference.
      * Name, address, telephone number, fax number and e-mail address of the Respondent including all d/b/a’s or assumed names or other operating names of the Respondent and any local addresses and phone numbers.
      * Form of business entity, e.g., corporation, partnership, proprietorship, or LLC.
      * Copy of W-9.
      * State of incorporation, state of formation, or state of organization.
      * The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent’s performance under the terms of this RFP.
      * Number of employees.
      * Type of business.
      * Name, address and telephone number of the Respondent’s representative to contact regarding all contractual and technical matters concerning the Proposal.
      * Provide the number of professionals (principals, consultants, and analysts) employed by your Firm as of 12/31/19 and 12/31/20.
      * Name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would perform.
      * Respondent’s accounting firm.
      * Awarded Respondent will be required to register to do business in Iowa before payments can be made.
      * Provide the locations of each of the Firm’s actuarial offices. For each office, provide the function, the number of professionals, and the product focus. Indicate which office would be primarily responsible for servicing PORS’ account. Indicate locations where PORS’ data may be housed.
      * For Contractor registration documents, go to:

<https://das.iowa.gov/procurement/vendors/how-do-business>

* + - * Median asset size of the Firm’s ten largest accounts, as of January 1, 2021.
      * Provide the following information regarding the Firm:

|  |  |  |  |
| --- | --- | --- | --- |
| Calendar Year | # of Clients | $ Value of Client Assets | # of Staff |
| 2020 |  |  |  |
| 2019 |  |  |  |
| 2018 |  |  |  |
| 2017 |  |  |  |
| 2016 |  |  |  |

**Exhibit 5 - Experience**

The Respondent must provide the following information regarding its experience:

* + - * Number of years in business.
      * Number of years of experience with providing the types of services sought by the RFP.
      * The level of technical experience in providing the types of services sought by the RFP.
      * A list of all goods and/or services similar to those sought by this RFP that the Respondent has provided to other businesses or governmental entities.
      * Letters of reference from three (3) previous or current customers or clients knowledgeable of the Respondent’s performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.
      * List all pension plan clients that have terminated their actuarial services contracts with your Firm in the last three (3) years. Include the client name, membership size, date of contract termination and reason(s) for the contract termination.
      * Provide a sample annual valuation report for an existing client.
      * Provide a sample experience study report for an existing client.

**Exhibit 6 - Termination, Litigation, and Debarment**

The Respondent must provide the following information for the past five (5) years:

* + - * Has the Respondent had a contract for goods and/or services terminated for any reason or has the Firm received any notices of breach or default? If so, provide full details related to the termination or notice of breach/default?
      * Describe any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.
      * Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Respondent to engage in any business, practice or activity.
      * A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party.
      * Any irregularities discovered in any of the accounts maintained by the Respondent on behalf of others. Describe the circumstances and disposition of the irregularities. Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Respondent. Respondent shall provide written notification to the Agency of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Respondent, following execution of the Contract.

**Exhibit 7 - Criminal History and Background Investigation**

The Respondent hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Respondent, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract.

**Exhibit 8 - Acceptance of Terms and Conditions**

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If Respondent’s exceptions or responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

**Exhibit 9 - Certification Letter**

The Respondent shall sign and submit with the Proposal, the document included as Attachment #1 (Certification Letter) in which the Respondent shall make the certifications included in Attachment #1.

**Exhibit 10 - Authorization to Release Information**

The Respondent shall sign and submit with the Proposal the document included as Attachment #2 (Authorization to Release Information Letter) in which the Respondent authorizes the release of information to the Agency.

**Exhibit 11 – Mandatory Specifications**

The Respondent shall answer whether or not it will comply with each specification in Section 4 of the RFP. Where the context requires more than a yes or no answer or the specific specifications so indicates, Respondent shall explain how it will comply with the specification. Merely repeating the Section 4 specifications may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of the RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

**Exhibit 12 – Personnel**

Identify the person(s) that would be in charge of the account. Provide biographies of the personnel to be directly involved with servicing the account. Indicate the number of years person(s) have been in the actuarial field, and their areas of expertise beneficial to the fund. Indicate the area in which person(s) will work per the Scope of Services Section and the percentage of total account time (100%) each individual will perform. The following information must be included in the biographies:

* Full Name
* Education
* Function(s) the individual would perform
* Employment History
* Years of experience and employment history, particularly as it relates to the scope of services specified herein.
* Areas of expertise that may benefit the Systems; and
* The number of accounts for which the individual is currently responsible.

**Exhibit 13 –** **Respondent Organization**

* + - * Do you have a plan / arrangements in place for an alternative work site should your facilities become inoperative because of fire, earthquake, terrorist attacks, etc.? Briefly describe your emergency and disaster recovery plans.
      * Does the firm have a transition plan to deal with the possible sudden departure of key professionals within the actuarial group? Describe the plan.
      * Describe the types of services the Firm typically provides to clients.
      * Describe the Firm’s objectives with respect to future growth. What are the Firm’s expectations for its consulting services, and how does it plan to manage the future growth of this product? Discuss how the Firm plans to make sure that future growth does not compromise the integrity of your existing process and products. Discuss any new business lines, distribution channels or products you intend to add in the future.
      * Describe the Firm’s experience in providing actuarial consulting services for public pension plans.
      * Describe the Firm's process for assisting clients in determining the proper actuarial assumptions used by a public pension plan.

**Exhibit 14 –** **General Contract Administrative Duties**

* + - * Describe the computer system (capability, ownership, location, back-up systems, etc.) the Firm uses in performing actuarial calculations, including the Firm’s information technology system security.
      * The Respondent will seek written consent prior to the public release of information resulting from engagement. With respect to any publicity given to the actuarial services provided under the terms of the resulting contract, the Actuary shall identify PORS as the sponsoring agency and shall not release any information without prior approval of PORS or appointed designee. This information includes, but is not limited to, press releases, research and reports.
      * The Respondent will communicate directly to the PORS Board Chairman (or appointed designee). PORS expects the Consulting Actuaries to route all requests, reports, and all other communication with this contract through PORS’ Chairman or appointed designee.
      * Describe the Respondent’s ability to load and reconcile PORS data. PORS will furnish the Consulting Actuaries with all data and statistical information deemed necessary to perform the specified contract services, provided the data is available in PORS’s records and files. Consulting Actuaries should provide feedback on the content of the data files and make suggestions for modifications to ensure that the full range of data needed for providing actuarial services is maintained. Data will be provided in a form agreed upon by PORS and the Consulting Actuaries.
      * Describe the Respondent’s ability to treat all member information as confidential. The Consulting Actuaries are expected to comply with Iowa Code Chapters 22 and 97A regarding confidentiality of information.
      * Document discussion ideas, issues and manage additional services.
      * Share responsibility with PORS for documenting, in writing, all ideas and issues raised in discussions and meetings.
      * Describe the ability to perform all services within the scope of the Contract under the direct supervision of the Principal Actuary.

**Exhibit 15 –** **Annual Valuation Services**

* + - * Describe the Respondent’s ability to perform the following services on an annual basis:
        + By September 30th of each year, provide an annual actuarial funding report including the following:

Calculation and compilation of an actuarial valuation report of the assets and liabilities of the System for the prior fiscal year.

Determination of the normal contribution rate, as defined in Iowa Code Section 97A.8(b).

Investigation of anticipated interest earnings, mortality, service and compensation based on the experience of members of the System, and recommendations to the Board of Trustees based on the investigation.

Calculation of the rate of contribution required by members of the System and by the State of Iowa, as required by Iowa Code Section 97A.8(2)(f)(8).

* + - * + Preparation of schedules required by the Government Accounting Standards Board Statements 67 and 68.
        + Provide the ability to meet at least once annually with the PORS Board or elected officials or their staff members on-site (in Des Moines) to discuss the written reports described above. Costs for travel and other expenses required to attend this meeting should be reflected in the annual fee.

**Exhibit 16 – Intermittent / As-Needed Valuation Services**

* + - * Describe the Respondent’s ability to provide the following service on an intermittent or as-needed basis:
        + Calculate the “average accrued benefit” for members transferring from the statewide fire and police retirement system established by Iowa Code 411.
        + Calculate the rates of reduction for each month of early retirement as provided by Iowa Code 97A.6(2A).
        + Calculate the tables necessary for the System to determine the benefit amounts of members’ different retirement options as provided by Iowa Code 97A.6A.
        + Calculate costs for purchase of service credit as provided by Iowa Code 97A.10A.
        + Provide a 5-year valuation report, when the reporting period falls within the term of the contract. Specify the estimated costs for the report. The next 5-year valuation will be based on FY 2017-2021, so will be required after the completion of the FY 2021 annual valuation.
        + Preparation and attendance approximately once every other year at a legislative committee meeting to present information and answer questions regarding the System funding status, actuarial trends, etc. This meeting in generally held in the fall of every odd-numbered calendar year.
        + Attend meetings, legislative hearings, or other events, as requested by the Board of Trustees. Be available (in person) to the PORS board at public meetings to answer any questions or present any relevant information at the PORS’ request. Upon request, assist in providing training to PORS Board members.
        + Verify benefits for recent retirees.
        + Prepare actuarial cost estimates of proposed legislation. The Consulting Actuaries shall provide timely actuarial analysis and financial impact estimates of proposed statutory amendments as requested by the PORS Chairman, Board or staff. The analysis will normally be required within thirty (30) calendar days.

**Exhibit 17 – Consultation and Advisory Services**

* + - * Describe the Respondent’s ability to perform the following tasks, this is not an exhaustive list:
        + Provide ongoing actuarial consultation and advisory services, including explanation to the Board, in layman’s terms, the contents of all reports and studies. These services are provided primarily to PORS staff in meetings, by telephone calls, written correspondence, and reports. The Consulting Actuaries should be available for educational discussions with the PORS Board, Chairman, and/or PORS staff. PORS also expects these services to also include public testimony to committees, boards, commissions, and legislators. Either the Principal or a Supporting Actuary should be readily accessible to the PORS Board, Chair or staff by telephone within one (1) working day and will be available for meetings within ten (10) working days of a request. The Principal Actuary must have the ability to discuss actuarial theory, actuarial terminology, and other matters in lay terms.
        + Assist PORS staff in reviewing new legislation or proposed changes to existing retirement laws affecting the System. Consulting Actuaries should assist PORS in developing strategies and recommend specific strategies for resolving any policy or administrative problems associated with implementing new legislation.
        + Prepare various actuarial operating tables and factors. The Consulting Actuaries shall recommend and prepare tables, factors, and related information required for operation of the System. These tools include, but are not limited to, mortality tables, option tables for annuitants, present value factors, survivor benefit factors, and factors for service purchase calculations, required reserve figures, and present value calculations. The Principal or Supporting Actuary must be available as requested to assist with implementation and/or validation of the above.
        + Monitor retirement industry and recommend possible changes to improve the System’s financing and benefits structure. Throughout the duration of the Contract, the Principal Actuary will inform PORS of developments in the retirement industry and their effect on the financing and benefit structure of a retirement system. The Principal Actuary should keep the PORS Board of Trustees apprised of current trends and advancements within the actuarial profession.
        + When directed by PORS, provide reports regarding the following:

An opinion on the reasonableness of funding methods and assumptions, consistent with the Actuarial Standards Board recommendations.

The methods and assumptions used by plans for the purposes of funding calculations, including, specifically, discount rates, amortization periods, asset smoothing, and the use of direct rate smoothing or alternative funding methods, consistent with the Actuarial Standards Board recommendations.

Guidance to the PORS Board regarding the amount of risk that can be appropriately assumed.

* + - * + Provide other services which may be requested as circumstances warrant. The Consulting Actuaries may be requested to provide other consulting services or develop reports, which are not specifically listed in this scope of services. These services and/or reports will be negotiated individually with the Firm on an as-needed basis.
        + If at the end of the contract term for this RFP a different Firm receives a contract to continue actuarial services to PORS, the incumbent Firm must coordinate and cooperate with PORS and the new contractor during the transition to transfer System’s historical data that has been created during the contract period. This must be done in a timely manner to minimize disruption to the Board, staff, PORS members and beneficiaries and to the respective firms.
        + Any costs associated with this transition should be identified separately in the Cost Proposal.

**Exhibit 18 – Transition Plan**

* + - * Describe recommended transition strategy including on-site coordination and support services, best practice consulting options and professional services.
      * Identify any third-party Respondents involved in Respondent’s strategy and describe these relationships.
      * Describe the skills and time required by State of Iowa personnel for transition of the proposed solution.
      * Provide an onboarding/transition schedule, based on weekly goals.
      * Describe the ability to accept data files in an Excel format.
      * Describe the ability to take current data and complete a report.
      * Describe the ability to accept data from previous years.
      * Describe how your Firm will learn Iowa Code and POR requirements.

**Exhibit 19 – Performance-Based Criteria**

Performance-based measures are required to be included in any State contract pursuant with Iowa Code section 8.47 (1) (Iowa Supp. 2001) (2001 Iowa Acts, House file 687, section 5).

* + - * Describe any performance-based incentives and disincentives that the Respondent would propose including in the resulting contract.
      * What standards have you set for Respondent’s account representatives? How are they measured?
      * Are the results shared with the representatives and Respondent’s clients?
      * What results are shared and how often?

**Exhibit 20 – Optional Features**

Provide detailed information for any optional items that may be available. (Include costs for these items in the Cost Proposal)

**Exhibit 21 - Addendums**

Provide signed copy of posted RFP addendums.

**Exhibit 22 - Request for Confidentiality**

The Respondent must sign and submit with the Proposal the document included as Attachment #3 Form 22 – Request for Confidentiality.

* 1. **Cost Proposal**

The Respondent shall provide its Cost Proposal in a separate file for the proposed goods and/or services. All prices are quoted pursuant to the terms and conditions of this RFP. Respondent’s Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices) for the proposed services. All pricing to be FOB Destination, freight cost, and all expenses included; and based on Net 60 Days Payment Terms. Cost proposals must include the following:

* Provide any one time and recurring costs for system. Recurring costs are to be for a 6 year period to cover initial term and extensions to contract.
* Provide the annual dollar amount that your Firm will charge for providing all of the ongoing services listed in Exhibit 14 “General Contract Administrative Duties” and Exhibit 15 “Annual Valuation Services” of this RFP. Provide the information for the two Sections separately.
* Vendor must provide a table showing hourly rates by job title for consultants who will be working on the POR’s Intermittent / As Needed Services and Consultation and Advisory Services.
* Any other costs associated with proposed solution.
* Pricing for options.
  + 1. **Respondent Discounts**

Respondents shall state in their Cost Proposals whether they offer any payment discounts, including but not limited to:

* + - 1. **Prompt Payment Discount**

The State can agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.

* + - 1. **Cash Discount**

The State may consider cash discounts when scoring Cost Proposals.

SECTION 4 SPECIFICATIONS

**Overview**

The successful Respondent shall provide the goods and/or services to the State in accordance with the specifications and technical specifications as provided in this Section. The Respondent shall address each specification in this Section and indicate whether or not it will comply with the specification. If the context requires more than a yes or no answer or the section specifically indicates, Respondent shall explain how it will comply with the specification. Proposals must address each specification. Merely repeating the specifications may be considered non-responsive and may disqualify the Respondent. Proposals must identify any deviations from the specifications of this RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification (s) of this section, the Agency may reject the Proposal.

All items listed in this section are Mandatory Specifications. Respondents must indicate either **“yes” or “no”** to each specification in their Proposals and provide an explanation as to how the specification is met. By indicating “yes” a Respondent agrees that it shall comply with that specification throughout the full term of the Contract, if the Respondent is successful. In addition, if specified by the specifications or if the context otherwise requires, the Respondent shall provide references and/or supportive materials to verify the Respondent’s compliance with the specification. The Agency shall have the right to determine whether the supportive information and materials submitted by the Respondent demonstrate that the Respondent will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Supplier will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal.

* 1. **Mandatory Requirements**
     1. The Firm must be a professional actuarial consulting firm that provides actuarial valuations, experience investigations, asset/liability studies, actuarial audits, and pension consulting services.
     2. The Firm must have been in existence as a business entity performing such services for a minimum of five (5) years.
     3. The Firm must have a minimum of five (5) years of actuarial experience with small public agency retirement and disability funds.
     4. The Firm must have a minimum of ten (10) actuarial clients, including a minimum of three (3) public fund clients.
     5. The Principal Actuary performing the services under the Contract must be a Fellow of the Society of Actuaries and an enrolled actuary. The Principal Actuary must have ten (10) years of experience as a principal consulting actuary providing pension consulting services, experience analysis, and valuation assignments for five or more public retirement systems, each with membership of at least 1000 members.
     6. Any Supporting Actuary performing services under the Contract must be a Fellow of the Society of Actuaries and an enrolled actuary. The Supporting Actuary must have at least five (5) years of experience as a principal or supporting actuary providing pension consulting services, experience analysis, and valuation assignments for five or more public retirement systems.
     7. The Firm must not require a limitation on its liability for damages and must agree to totally indemnify the PORS and the State against any negligent, reckless, intentional or fraudulent actions taken on the part of or on behalf of the Firm.
  2. **Implementation**

Upon award of a Contract for services the Agency shall negotiate an implementation schedule with the successful Respondent.

* 1. **Training**

Respondent will provide general user training and administrator training.

* 1. **Firm Requirements**

The Consulting Actuaries must be regularly engaged in the business of providing actuarial services and meet the Minimum Qualifications outlined in Part 5.1 of this RFP. The Firm’s choice of Consulting Actuaries must be employees of the Firm. PORS reserves the right to reject the Firm’s choice of Consulting Actuaries and may terminate the Contract if a Consulting Actuary, acceptable to the PORS Chairman or PORS Board, cannot be made available by the Firm.

SECTION 5 EVALUATION AND SELECTION

**5.1 Introduction**

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest value to the State. Agency will not necessarily award the Contract to the Respondent offering the lowest cost to the Agency. Instead, the Agency will award to the Respondent whose Responsive Proposal the Agency believes will provide the best value to the State.

* 1. **Evaluation Committee**

The Agency will use an evaluation committee to conduct a comprehensive, fair, and impartial evaluation of Technical Proposals received in response to this RFP. The evaluation committee will recommend an award based on the results of their evaluation to the Agency or to such other person or entity that must approve the recommendation.

* 1. **Technical Proposal Evaluation and Scoring**

All Technical Proposals will be evaluated to determine if they comply with the Mandatory Specifications. The evaluation committee will fully evaluate and score all Responsive Proposals submitted by Responsible Respondents in accordance with this Section. In addition to other RFP requirements, to be deemed a Responsive Proposal, the Technical Proposal must:

* Answer “Yes” to all parts of Section 4 and include supportive materials as required to demonstrate the Respondent will be able to comply with the Mandatory Specifications in that section and
* Obtain the minimum score for the Technical Proposal. If a Technical Proposal does not meet the minimum score, it will be rejected and the Respondent’s Cost Proposal will not be evaluated.

An addendum identifying the points assigned to the scoring criteria and identifying the minimum score for the Technical Proposal will be posted prior to the RFP closing.

* 1. **Cost Proposal Scoring**

After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

The cost proposal for each respondent will be evaluated in comparison with the other cost proposals received; however, the number of points possible will be proportional to each respondent’s technical evaluation score.

The technical evaluation points received (numerator) is divided by the technical evaluation points possible (denominator) and multiplied by the maximum number of points in the cost evaluation. This provides the total points possible for the respondent in the cost evaluation.

Points Possible for Respondent =

Technical Evaluation Points Received x Maximum Points in Cost Evaluation

Technical Evaluation Points Possible

The lowest cost proposal (numerator) is divided by the cost proposal being evaluated (denominator) and multiplied by the points possible for the respondent. This provides the cost evaluation points awarded.

Cost Evaluation Points Awarded =

Lowest Cost Proposal Received x Points Possible for Respondent

Cost Proposal Being Evaluated

For example, suppose there are 10 maximum points in the cost evaluation. A respondent that receives 100% of the points possible in the technical evaluation has the opportunity to earn 100% of the points possible in the cost evaluation (e.g., 10 points). If the cost proposal is the lowest cost, the full 10 points will be awarded.

However, a respondent that receives only 50% of the points possible in the technical evaluation has the opportunity to earn only 50% of the points possible in the cost evaluation (e.g., 5 points). If the cost proposal is the lowest cost, only 5 points are awarded, compared to the 10 points that could have been awarded if the respondent had received the highest technical evaluation score.

* 1. **Tied Score and Preferences**
     1. An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the Respondents who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.
     2. Notwithstanding the foregoing, if a tied bid involves an Iowa-based Respondent or products produced within the State of Iowa and a Respondent based or products produced outside the State of Iowa, the Iowa Respondent will receive preference. If a tied bid involves one or more Iowa Respondents and one or more Respondents outside the state of Iowa, a drawing will be held among the Iowa Respondents only.
     3. In the event of a tied score between Iowa Respondents, the Agency shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Respondents have complied with ESGR standards. Preference, in the case of a tied bid, shall be given to Iowa Respondents complying with ESGR standards.
     4. Second preference in tied scores will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States.
     5. Preferences required by applicable statute or rule shall also be applied, where appropriate.

SECTION 6 CONTRACT TERMS AND CONDITIONS

1. 1. **Contract Terms and Conditions**

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made by the Agency to the RFP through an amendment to the RFP in accordance with the provisions of the RFP, the Terms and Conditions, the offer of the successful Respondent contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Respondent to the provisions or terms and conditions of the RFP or the Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Respondent’s objection or amendment in writing.

The Contract terms and conditions in this Section 6, the General Terms and Conditionsto the extent referenced and linked to on the RFP cover page, and/or any Terms and Conditions attached to and accompanying this RFP as an attachment hereto, will be incorporated into the Contract. The Terms and Conditionsmay be supplemented at the time of contract execution and are provided to enable Respondents to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with such Terms and Conditions should be included in any pricing quoted by the Respondent.

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or Terms and Conditions language it proposes to include in place of the provision. If Respondent’s exceptions or proposed responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

The Agency will evaluate all Proposals without regard to any proposed modifications to any terms and conditions of the RFP or Terms and Conditions by Contractor. Once a Proposal has been identified as the one for which an Award recommendation has been made, but prior to notifying Respondents of the decision, the Agency, in its sole discretion, may consider any proposed modifications to the terms and conditions of the RFP or Terms and Conditions identified in that Proposal. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Respondent or to negotiate Contract terms with the successful Respondent if the best interests of the State would be served. As such, if any proposed modifications are not determined to be in the best interests of the State, or appear to pose a substantial impediment to reaching agreement, the Agency may, in its sole discretion:

* + 1. Issue a Notice of Intent to Award in favor of the successful Respondent, but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by the Respondent in its Proposal;
    2. Issue a Notice of Intent to Award in favor of the successful Respondent, and identify in the Notice proposed modifications to terms and conditions identified by the Respondent in its Proposal with which the agency will or will not agree or further negotiate;
    3. Enter open-ended negotiations with the successful Respondent; provided, that any such negotiations shall be limited to the proposed modifications to terms and conditions identified by Respondent in its Proposal;
    4. Change the Agency’s recommendation for Award and issue a Notice of Intent to Award to a Respondent whose proposal does not pose as great of a challenge to the Agency.

Any ambiguity, vagueness, inconsistency or conflict, either internal to such modification(s) or arising when read in conjunction with other portions of the Contract, shall be construed strictly in favor of the State. Only those proposed modifications identified in the Notice of Intent to Award issued by the Agency as terms and conditions with which the agency will or will not agree or further negotiate shall be part of the Contract, and the State may ignore all proposed modifications, accept one or more and ignore others, accept all or, through negotiations after an award, agree to compromise language concerning one or more proposed modifications to be incorporated into a final Contract between the parties. By executing and submitting its Proposal in response to this RFP, Respondent understands and agrees that the State may exercise its discretion not to consider any or all proposed modifications Respondent may request and may accept Respondent’s proposal under the terms and conditions of this RFP and the Terms and Conditions.

* 1. **Contractual Terms and Conditions – No Material Changes/Non-Negotiable**

Notwithstanding anything in this RFP to the contrary, Respondent may not take exception to or propose including language in any resulting contract that conflicts with or is otherwise inconsistent with the following:

* + 1. **Indemnification**

Without specific authority to do so, the State, or agencies, cannot enter into agreements indemnifying Respondents, or any other entity, against third-party claims. A clause that intends to seek indemnification from the State, whether or not the clause contains the words “indemnity” or “indemnify,” are not clauses to which the State may agree. The State will not agree to clause that includes the language “to the extent permitted by law” because, as explained, the State cannot indemnify Respondents to any extent.

* + 1. **Limitation of Liability**

Iowa Code section 8A.311(22) and 11 Iowa Admin. Code Chapter 120 establish the rules to allow for the State to agree to a contractual limitation of vendor liability clause in limited circumstances. Any request by Respondent for the State to limit damages not in accordance with Iowa law or administrative rules is a request with which the State cannot agree.

* + 1. **Jurisdiction and Venue**

Iowa Code chapter 13 establishes that the Iowa Attorney General is the State’s attorney for all purposes, including management of litigation and claims against the state. The State may not preempt the Attorney General’s authority by agreeing in advance to control the way litigation may be managed in the event of a dispute. Likewise, the State cannot agree to the jurisdiction or laws of another state or its courts, cannot agree to venue in another state, and cannot agree to participate in any form of alternative dispute resolution.

* + 1. **Confidentiality**

All Iowa state agencies are subject to Iowa public records laws. The State cannot agree to contractual terms that attempt to prevent it from disclosing or disseminating records that constitute public records under Iowa Code chapter 22.

* + 1. **Unliquidated Expenses (*i.e.*, Attorney Fees, Add-ons, or Cost Increases)**

The State may not agree to clauses which may obligate it to pay for claims that might exceed its current funding appropriation. The State may only obligate those funds that have been appropriated to it by the Iowa Legislative Assembly and may only obligate those funds for the purposes for which the funds were appropriated.

* 1. **Special Terms and Conditions** 
     1. **Term Length**

The Contract shall have an initial term of three (3) years, beginning on the date of contract execution (the “Effective Date”). At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of three (3), not to exceed a total contract term of six (6) years] additional one-year terms. The State will give the Vendor written notice of its intent whether to exercise each option no later than 30 days before the end of the Contract’s then-current term.

* + 1. **Payment Terms**
       1. **Payment Methods**

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. The State Pcard and EAP are preferred payment methods, but payments may be made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Respondents shall indicate in their Cost Proposals all of the payment methods they will accept. **This information will not be scored as part of the Cost Proposal or evaluated** **as part the Technical Proposal.**

* + - 1. **Electronic Funds Transfer (EFT) by Automated Clearing House (ACH)**

The State of Iowa may make payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.

<https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_authorization_form.pdf>

* + - 1. **State Warrant**

The State of Iowa's warrant drawn on the Treasurer of State is used to pay claims against the departments of the State of Iowa. The warrant is issued upon receipt of proper documentation from the issuing department.

* + - 1. **Credit card or ePayables**

The State of Iowa’s Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Respondent uses the Pcard or EAP payment methods. Pcard-accepting Respondents must abide by the State of Iowa’s Terms of Pcard Acceptance. Respondents must provide a statement regarding their ability to meet the requirements I this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

* + - 1. **Terms and Conditions for State of Iowa Purchasing Cards**

The State of Iowa shall pay Contractor’s invoices using its Purchasing Card Program (Pcard) whenever possible. The Pcard is a VISA credit card issued by U.S. Bank to allow authorized employees to make purchases on behalf of the State. It is a faster, more convenient alternative to traditional invoicing and remittance processing, allowing US Bank to pay the Contractor directly, generally within 48 hours of the transaction. Contractor shall comply with security measures for Pcard payments including:

* + - * 1. Contractor shall comply with [Payment Card Industry Data Security Standard (PCI DSS)](https://www.pcisecuritystandards.org/security_standards/) to assure confidential card information is not compromised;
        2. Contractor shall adhere to [Fair and Accurate Credit Transactions Act](http://www.ftc.gov/os/statutes/fcrajump.shtm) requirements that limit the amount of consumer and account information shared for greater security protection;
        3. Contractor shall not write down card numbers or store card information. When accepting orders by phone, Contractor shall process the transaction during the call and send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);
        4. Contractor shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;
        5. Contractor shall confirm that the name of purchaser matches the name on the card;
        6. Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or “https” in the web address;
        7. Contractor shall shred any documentation with credit card numbers.
      1. **Payment Terms**

Per Iowa Code 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Contractor.

* + - 1. **Respondent Discounts**

Respondents shall state in their Cost Proposals whether they offer any payment discounts.

* + - 1. **Prompt Payment Discount**

The State can agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.

* + - 1. **Invoices**

Any invoices submitted must comply with applicable rules concerning payment of claims, including but not limited to those set forth at Iowa Administrative Code chapter 11—41.

* + 1. **Insurance**

The Contract will require the successful Respondent to maintain insurance coverage(s) in accordance with the insurance provisions of the General Terms and Conditions and of the type and in the minimum amounts set forth below, unless otherwise required by the Agency.

| Type of Insurance | Limit | Amount |
| --- | --- | --- |
| General Liability (including  contractual liability) written  on an occurrence basis | General Aggregate  Products –  Comp/Op  Aggregate  Personal injury  Each Occurrence | $2 million  $1 Million  $1 Million  $1 Million |
| Automobile Liability (including contractual liability) written on an occurrence basis | Combined single limit | $1 Million |
| Excess Liability, Umbrella Form | Each Occurrence  Aggregate | $1 Million  $1 Million |
| Errors and Omissions Insurance | Each Occurrence | $5 Million |
| Property Damage | Each Occurrence  Aggregate | $1 Million  $1 Million |
| Workers Compensation and Employer Liability | As Required by Iowa law | A required by Iowa law |

Acceptance of the insurance certificates by the Department shall not act to relieve Contractor of any obligation under this Contract.  It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract.  Contractor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Contractor.  Notwithstanding any other provision of this Contract, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract.

* + 1. **Performance Security**

The Contract may require the Respondent to provide security for performance [e.g. performance bond, escrow, letter of credit, liquidated damages]. Agency shall retain ten percent (10%) of each payment due under the Contract. Agency shall pay the retained amount only after all Deliverables have been completed by Contractor and accepted by the Agency.

* + 1. **Quarterly Report**

The Contractor shall provide an electronic detailed quarterly report on all sales made under this agreement within the State of Iowa via E-Mail to the Iowa Department of Administrative Services, Central Procurement, Attn: Issuing Officer Name, e-Mail Address.  The report file format shall be Microsoft Excel compatible format.  The report at minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, unit and extended invoice prices. Respondent proposals must include a sample report and a description of the reporting that will be provided. The State reserves the right to request more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.

* + 1. **Administrative Fee**

Without affecting the approved Good or Service prices or discounts specified in the Master Agreement, the State of Iowa shall be entitled to receive a one percent (1.00%) administrative fee on all sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by Contractor directly to the State, made payable to the "Iowa Department of Administrative Services – Central Procurement."

* + 1. **Firm Personnel and Changes**

PORS has the right to approve the Firm personnel assigned to this Contract and any personnel replacements or additions. PORS approval shall not be unreasonably withheld. PORS also may request replacement of any Firm personnel PORS believes are unable to carry out the responsibilities of this Contract. PORS' approval shall in no way lessen the Firm’s responsibility for the proper selection, assignment, management, and discipline of the Firm’s employees. The Firm shall provide reasonable notification to PORS concerning such personnel, personnel changes and any other changes in Firm’s organizational relationships, ownership, professional staff, or services which may have an impact on the Firm’s service under the Contract.

* + 1. **Audit and Examination of Records**

1. The Firm agrees that the Auditor of the State of Iowa or any authorized representative of the State or of PORS shall have access to and the right to examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, and records of the Firm relating to this Contract.
2. The Firm shall retain all records relating to this Contract for five (5) years following the date of final payment or completion of any required audit, whichever is later.
3. Compliance with this clause does not relieve the Firm from retaining any records required by other laws or regulations of federal, state, or local government units.
   * 1. **Breach of Duty**

In addition to the termination rights as provided in the General Terms and Conditions, PORS shall have the right to terminate this Contract immediately upon learning of a breach of duty and/or confidentiality by the Firm or the Consulting Actuaries. Breach of duty and/or confidentiality includes but is not limited to: distributing confidential information without PORS’ prior approval to someone other than the Firm; violating state or federal law; or refusing to account to PORS on a timely basis for the Firm’s actions. This list is illustrative only and is not meant to limit PORS’ definition of breach of duty and/or confidentiality.

* + 1. **Federal and State Statutory and Regulatory Compliance**

It is the Firm’s responsibility to establish and maintain compliance with appropriate federal and state statutory and regulatory requirements. Failure to comply will be considered a material breach of Contract and may result in its immediate termination.

* + 1. **Notice**

The Firm’s services are to be provided at their offices and any notice, advice or report to be given to the Board pursuant to this Contract shall be delivered or mailed to the Board at:

Commissioner Stephan Bayens, PORS Board Chair

c/o Ms. Erinn A. Castleberry, PORS Executive Officer

Peace Officers’ Retirement, Accident and Disability System

215 E 7th St – 4th floor

Des Moines, Iowa 50319

The Firm shall provide for the Contract the same contact information for the person at the Firm to whom any notice required under this Contract should be delivered.

* + 1. **Remedies**

If PORS or the State files suit against the Firm and/or any of its Consulting Actuaries and obtains a judgment against the Firm as a result of a breach of contract, the Firm consents to such judgment being set-off against any monies owed by the State or PORS to the Firm under this or other contracts with the State. This section shall not be interpreted to limit the State's or PORS’ remedies as provided for by law.

* + 1. **Rights in Works**

PORS retains all rights to all data reports, programs, designs and other works (“Works”) created by the Firm in performing its responsibilities under this Contract. The Firm may not reproduce or otherwise use such Works without the written consent of PORS. PORS reserves first publication rights to any such Works and may place them in the public domain without permission of the Firm.

* + 1. **Security, Confidentiality, and Ownership of Data**

Some data files of the PORS are of a confidential nature. The Firm’s employees and agents shall be allowed access to these files only as needed for their duties related to this Contract and in accordance with the rules established by the custodian of the records. The Firm shall preserve the confidentiality of these files and shall maintain positive policies and procedures for safeguarding the confidentiality of such data. The Firm recognizes that it may be liable civilly or criminally for the negligent release of such information.

* 1. **Order of Precedence**

If there is a conflict or inconsistency between any documents comprising the Terms and Conditions, such conflict or inconsistency shall be resolved according to the following priority, ranked in descending order: (1) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) under a subsection with a heading entitled Special Terms & Conditions; (2) the General Terms and Conditions for Services Contracts or Goods Contracts to the extent referenced and linked to on the RFP cover page the Contract; (3) if neither the General Terms and Conditions for Service Contracts or Goods Contracts are linked to on the RFP cover page, any terms and conditions attached to and accompanying this RFP as attachment 5 (Terms and Conditions); and (4) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) set forth under a subsection with a title other than Special Terms & Conditions.

**Attachment #1**

**Certification Letter**

(Date) \_\_\_\_\_\_\_\_\_\_

Kathy Harper, Issuing Officer

Iowa Department of Administrative Services  
Hoover State Office Building, Level 3  
1305 East Walnut Street  
Des Moines, IA 50319-0105

Re: RFP0621595095- PROPOSAL CERTIFICATIONS

Dear Kathy:

I certify that the contents of the Proposal submitted on behalf of (**Name of Respondent)** in response to **Iowa Department of Administrative Services** for RFP0621595095 for an Actuarial Services for Peace Officers’ Retirement, Accident, and Disability System are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

**Certification of Independence**

I certify that I am a representative of Respondent expressly authorized to make the following certifications on behalf of Respondent. By submitting a Proposal in response to the RFP, I certify on behalf of the Respondent the following:

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.

2. The Proposal has been developed independently, without consultation, communication or agreement with any other Respondent or parties for the purpose of restricting competition.

3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Agency’s issuance of the Notice of Intent to Award the contract.

4. No attempt has been made or will be made by Respondentto induce any other Respondent to submit or not to submit a Proposal for the purpose of restricting competition.

5. No relationship exists or will exist during the contract period between Respondent and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

**Certification Regarding Debarment**

I certify that, to the best of my knowledge, neither Respondentnor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a five year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Respondent knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

**Certification Regarding Registration, Collection, and Remission of Sales and Use Tax**

Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2016)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Respondents to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Proposal in response to the (RFP), the Respondent certifies the following: (check the applicable box)

* Respondent is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code chapter 423*; or
* Respondent is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(47) and (48)(2016)*.

Respondent also acknowledges that the Agencymay declare the Respondent’s Proposal or resulting contract void if the above certification is false. The Respondentalso understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in additional to other remedies available to Agency.

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

**Name and Title of Authorized Representative Date**

**Attachment #2**

**Authorization to Release Information Letter**

(Date) \_\_\_\_\_\_\_\_\_\_\_

Kathy Harper, Issuing Officer

Iowa Department of Administrative Services  
Hoover State Office Building, Level 3

1305 East Walnut Street  
Des Moines, IA 50319-0105

Re: RFP0621595095- AUTHORIZATION TO RELEASE INFORMATION

Dear Kathy:

**(Name of Respondent)** hereby authorizes the **Iowa Department of Administrative Services** ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to RFP0621595095**.**

The Respondent acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Respondent acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Respondent is willing to take that risk.

The Respondent hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to the RFP.

The Respondent authorizes representatives of the Agency or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Respondent's Proposal submitted in response to RFP.

The Respondent further authorizes any and all persons, and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Respondent’s Proposal. The Respondent hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Respondent that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

**Name and Title of Authorized Representative Date**

**Attachment #3**

**Form 22 – Request for Confidentiality**

***SUBMISSION OF THIS FORM 22 IS REQUIRED***

***This Form 22 (Form) must be completed and included with your PROPOSAL.*** ***ThIS Form 22 is required whether THE PROPOSAL does or does not contain information for which confidential treatment will be requested. Failure to submit a completed Form 22 WILL result in the Proposal TO BE considered non-responsive and eliminated from evaluation. Complete PART 1 of this form if no information PROPOSAL DOES NOT CONTAIN CONFIDENTIAL INFORMATION. Complete PART 2 of this form if THE PROPOSAL DOES CONTAIN CONFIDENTIAL INFORMATION.***

1. **Confidential Treatment Is Not Requested**

A Respondent not requesting confidential treatment of information contained in its Proposal shall complete Part 1 of Form 22 and submit a signed Form 22 Part 1 with the Proposal.

1. **Confidential Treatment of Information is Requested**

A Respondent requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Proposal as containing confidential information, (3) mark each page upon which the Respondent believes confidential information appears **and clearly identify each item for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION**, and (4) submit a “Public Copy” from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Respondent: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Respondent to respond to inquiries by the Agency concerning the confidential status of such information.

**The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP.** The confidential information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the Proposal as possible.

**Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Respondents may not request confidential treatment with respect to pricing information and transmittal letters. A Respondent’s request for confidentiality that does not comply with this form or a Respondent’s request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Respondent’s Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.**

If Agency receives a request for information that Respondent has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information, Respondent shall, at its sole expense, appear in such action and defend its request for confidentiality. If Respondent fails to do so, Agency may release the information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Respondent fails to comply with the request process set forth herein, if Respondent’s request for confidentiality is unreasonable, or if Respondent rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

**Part 1 – No Confidential Information Provided**

**Confidential Treatment Is Not Requested**

Respondent acknowledges that proposal response contains no confidential, secret, privileged, or proprietary information. There is no request for confidential treatment of information contained in this proposal response.

This Form must be signed by the individual who signed the Respondent’s Proposal. The Respondent shall place this Form completed and signed in its Proposal.

* ***Fill in and sign the following if you have provided no confidential information. If signing this Part 1, do not complete Part 2.***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company RFP Number RFP Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (required) Title Date

*(Proceed to the next page only if Confidential Treatment is requested.)*

**Part 2 - Confidential Treatment is Requested**

***The below information is to be completed and signed ONLY if Respondent is requesting confidential treatment of any information submitted in its Proposal.***

**NOTE:**

* ***Completion of this Form is the sole means of requesting confidential treatment*.**
* ***A RESPONDENT MAY NOT REQUEST PRICING INFORMATION BE HELD IN CONFIDENCE.***

Completion of the Form and Agency’s acceptance of Respondent’s submission does not guarantee the agency will grant Respondent’s request for confidentiality. The Agency may reject Respondent’s Proposal entirely in the event Respondent requests confidentiality and does not submit a fully completed Form or requests confidentiality for portions of its Proposal that are improper under the RFP.

**Please provide the information in the table below. Respondent may add additional lines if necessary or add additional pages using the same format as the table below.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| RFP Section: | Respondent must cite the specific grounds in *Iowa Code Chapter 22* or other applicable law which supports treatment of the information as confidential. | Respondent must justify why the information should be kept in confidence. | Respondent must explain why disclosure of the information would not be in the best interest of the public. | Respondent must provide the name, address, telephone, and email for the person at Respondent’s organization authorized to respond to inquiries by the Agency concerning the status of confidential information. |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

This Form must be signed by the individual who signed the Respondent’s Proposal. The Respondent shall place this Form completed and signed in its Proposal. A copy of this document shall be placed in all Proposals submitted including the Public Copy.

* ***If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Respondent’s submittal to request confidentiality or rejection of the Proposal as being non-responsive.***
* ***Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Proposal. If signing this Part 2, do not complete Part 1.***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company RFP Number RFP Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (required) Title Date

**Attachment #4**

**Response Check List**

|  |  |  |
| --- | --- | --- |
| **RFP REFERENCE SECTION** | **RESPONSE INCLUDED** | |
| **Yes** | **No** |
| One Electronic Copy. |  |  |
| One (1) Electronic Public Copy with Confidential Information Excised (optional) |  |  |
|  |  |  |
| **Technical Proposal** |  |  |
| Exhibit 1 - Transmittal Letter |  |  |
| Exhibit 2 - Executive Summary |  |  |
| Exhibit 3 - Firm Proposal Terms |  |  |
| Exhibit 4 - Respondent Background Information |  |  |
| Exhibit 5 - Experience |  |  |
| Exhibit 6 - Termination, Litigation, and Debarment |  |  |
| Exhibit 7 - Criminal History and Background Investigation |  |  |
| Exhibit 8 - Acceptance of Terms and Conditions |  |  |
| Exhibit 9 - Certification Letter |  |  |
| Exhibit 10 - Authorization to Release Information |  |  |
| Exhibit 11 - Mandatory Technical Specifications |  |  |
| Exhibit 12 - Personnel |  |  |
| Exhibit 13 - Respondent Organization |  |  |
| Exhibit 14 - General Contract Administrative Duties |  |  |
| Exhibit 15 - Annual Valuation Services |  |  |
| Exhibit 16 - Intermittent/As-Needed Services |  |  |
| Exhibit 17 - Consultant and Advisory Services |  |  |
| Exhibit 18 - Transition Plan |  |  |
| Exhibit 19 - Performance-Based Criteria |  |  |
| Exhibit 20 - Optional Features |  |  |
| Exhibit 21 - Addendums |  |  |
| Exhibit 22 - Request for Confidentiality |  |  |
| **Cost Proposal** |  |  |

**Attachment #5**

**PEACE OFFICERS’ RETIREMENT, ACCIDENT, AND DISABILITY SYSTEM, §97A.1**

CHAPTER 97A

PUBLIC SAFETY PEACE OFFICERS’ RETIREMENT, ACCIDENT, AND DISABILITY SYSTEM

Referred to in [§8F.2](https://www.legis.iowa.gov/docs/code/8F.2.pdf), [12B.10](https://www.legis.iowa.gov/docs/code/12B.10.pdf), [12B.10A](https://www.legis.iowa.gov/docs/code/12B.10A.pdf), [12B.10B](https://www.legis.iowa.gov/docs/code/12B.10B.pdf), [12B.10C](https://www.legis.iowa.gov/docs/code/12B.10C.pdf), [12F.2](https://www.legis.iowa.gov/docs/code/12F.2.pdf), [12H.2](https://www.legis.iowa.gov/docs/code/12H.2.pdf), [12J.2](https://www.legis.iowa.gov/docs/code/12J.2.pdf), [70A.23](https://www.legis.iowa.gov/docs/code/70A.23.pdf), [70A.30](https://www.legis.iowa.gov/docs/code/70A.30.pdf), [80.26](https://www.legis.iowa.gov/docs/code/80.26.pdf), [97B.42B](https://www.legis.iowa.gov/docs/code/97B.42B.pdf), [97D.1](https://www.legis.iowa.gov/docs/code/97D.1.pdf), [97D.3](https://www.legis.iowa.gov/docs/code/97D.3.pdf), [97D.5](https://www.legis.iowa.gov/docs/code/97D.5.pdf), [321.178](https://www.legis.iowa.gov/docs/code/321.178.pdf), [411.8](https://www.legis.iowa.gov/docs/code/411.8.pdf), [411.31](https://www.legis.iowa.gov/docs/code/411.31.pdf), [509A.13A](https://www.legis.iowa.gov/docs/code/509A.13A.pdf), [691.1](https://www.legis.iowa.gov/docs/code/691.1.pdf)

|  |  |  |  |
| --- | --- | --- | --- |
| 97A.1 | Definitions of words and phrases. | 97A.11A | Supplemental state appropriation. |
| 97A.2 | Creation of system — purpose — |  |  |
|  | name. | 97A.12 | Exemption from execution and |
| 97A.3 | Membership in system — |  | other process or assignment — |
|  | reemployment. |  | exceptions. |
| 97A.4 | Service creditable. | 97A.13 | Protection against fraud. |
| 97A.5 | Administration. | 97A.14 | Hospitalization and medical |
| 97A.6 | Benefits. |  | attention. |
| 97A.6A | Optional retirement benefits. | 97A.14A | Liability of third parties — |
| 97A.6B | Rollovers of members’ accounts. |  | subrogation. |
| 97A.7 | Management of funds. | 97A.15 | Vested and retired members |
| 97A.8 | Method of financing. |  | before July 1, 1979 — annuity |
| 97A.9 | Military service exceptions. |  | or withdrawal of contributions. |
| 97A.10 | Purchase of eligible service credit. | 97A.16 | Withdrawal of contributions — |
| 97A.10A | Purchase of service credit for |  | repayment. |
|  | military service. | 97A.17 | Optional transfers with chapter |
| 97A.11 | Contributions by the state. |  | 411. |

# 97A.1 Definitions of words and phrases.

The following words and phrases when used in [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf) shall, for the purpose of [this](https://www.legis.iowa.gov/docs/code//97A.pdf) [chapter](https://www.legis.iowa.gov/docs/code//97A.pdf), have the meanings respectively ascribed to them in [this section](https://www.legis.iowa.gov/docs/code/97A.1.pdf), except in those instances where the context clearly indicates a different meaning:

1. *“Actuarial equivalent”* shall mean a benefit of equal value, when computed upon the basis of mortality tables adopted by the board of trustees, and interest computed at a rate adopted by the board upon the recommendation of the actuary.
2. *“Amount earned”* shall mean the amount of money actually earned by a beneficiary in some definite period of time.
3. *“Average final compensation”* shall mean the average earnable compensation of the member during the member’s highest three years of service as a member of the state department of public safety, or if the member has had less than three years of service, then the average earnable compensation of the member’s entire period of service.
4. *“Beneficiary”* shall mean any person receiving a retirement allowance or other benefit as provided by [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf).
5. *“Board of trustees”* means the board created in [section 97A.5](https://www.legis.iowa.gov/docs/code/97A.5.pdf) to direct the administration of the Iowa department of public safety peace officers’ retirement, accident, and disability system.
6. *“Cancer”* means prostate cancer, primary brain cancer, breast cancer, ovarian cancer, cervical cancer, uterine cancer, malignant melanoma, leukemia, non-Hodgkin’s lymphoma, bladder cancer, colorectal cancer, multiple myeloma, testicular cancer, and kidney cancer.
7. *“Child”* means only the surviving issue of a deceased active or retired member, or a child legally adopted by a deceased member prior to the member’s retirement. *“Child”* includes only an individual who is under the age of eighteen years, an individual who is under the age of twenty-two and is a full-time student, or an individual who is disabled under the definitions used in section 202 of the Social Security Act as amended if the disability occurred to the individual during the time the individual was under the age of eighteen years and the parent of the individual was an active member of the system.
8. *“Commissioner”* means the commissioner of public safety of this state.
9. *“Department”* means the department of public safety of this state.
10. *“Earnable compensation”* or *“compensation earnable”* shall mean the regular compensation which a member would earn during one year on the basis of the stated compensation for the member’s rank or position including compensation for longevity and the daily amount received for meals under section [80.6](https://www.legis.iowa.gov/docs/code/80.6.pdf) and excluding any amount received for overtime compensation or other special additional compensation, other payments for meal expenses, uniform cleaning allowances, travel expenses, and uniform allowances and excluding any amount received upon termination or retirement in payment for accumulated sick leave or vacation.
11. *“Infectious disease”* means HIV or AIDS as defined in [section 141A.1](https://www.legis.iowa.gov/docs/code/141A.1.pdf), all strains of hepatitis, meningococcal meningitis, and mycobacterium tuberculosis.
12. *“Medical board”* shall mean the board of physicians provided for in [section 97A.5](https://www.legis.iowa.gov/docs/code/97A.5.pdf).
13. *“Member”* or *“member of system”* shall mean a member of the Iowa department of public safety peace officers’ retirement, accident, and disability system as defined by [section 97A.3](https://www.legis.iowa.gov/docs/code/97A.3.pdf).
14. *“Membership service”* shall mean service as a peace officer in the division of state patrol, the division of criminal investigation, or division of narcotics enforcement in the department of public safety and arson investigators rendered since last becoming a member, or, where membership is regained as provided in [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf), all of such service.
15. *“Peace officer”* means a member, except a non-peace officer member, of the division of state patrol, narcotics enforcement, state fire marshal, or criminal investigation, including but not limited to a gaming enforcement officer, who has passed a satisfactory physical and mental examination and has been duly appointed by the department of public safety in accordance with [section 80.15](https://www.legis.iowa.gov/docs/code/80.15.pdf).
16. *“Pensions”* shall mean annual payments for life derived from the appropriations provided by the state of Iowa and from contributions of the members which are deposited in the retirement fund. All pensions shall be paid in equal monthly installments.
17. *“Retirement allowance”* shall mean the pension, or any benefits in lieu thereof, granted to a member upon retirement.
18. *“Surviving spouse”* shall mean the surviving spouse or former spouse of a marriage solemnized prior to retirement of a deceased member from active service. Surviving spouse shall include a former spouse only if the division of assets in the dissolution of marriage decree pursuant to [section 598.17](https://www.legis.iowa.gov/docs/code/598.17.pdf) grants the former spouse rights of a spouse under [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf). If there is no surviving spouse of a marriage solemnized prior to retirement of a deceased member, surviving spouse includes a surviving spouse of a marriage of two years or more duration solemnized subsequent to retirement of the member.
19. *“System”* shall mean the Iowa department of public safety peace officers’ retirement, accident, and disability system as defined in [section 97A.2](https://www.legis.iowa.gov/docs/code/97A.2.pdf).

[C50, 54, 58, 62, 66, 71, 73, 75, §97A.1; C77, 79, 81, §97A.1, 97A.6 (8b); [82 Acts, ch 1261, §1,](https://www.legis.iowa.gov/docs/acts/1982/CH1261.pdf) [2](https://www.legis.iowa.gov/docs/acts/1982/CH1261.pdf)]

[86 Acts, ch 1245, §243](https://www.legis.iowa.gov/docs/acts/1986/CH1245.pdf); [88 Acts, ch 1242, §2](https://www.legis.iowa.gov/docs/acts/88/CH1242.pdf); [92 Acts, ch 1232, §504](https://www.legis.iowa.gov/docs/acts/92/CH1232.pdf); [94 Acts, ch 1183, §2](https://www.legis.iowa.gov/docs/acts/94/CH1183.pdf); [98](https://www.legis.iowa.gov/docs/acts/98/CH1074.pdf) [Acts, ch 1074, §11](https://www.legis.iowa.gov/docs/acts/98/CH1074.pdf); [2005 Acts, ch 35, §22, 31](https://www.legis.iowa.gov/docs/acts/2005/CH0035.pdf); [2006 Acts, ch 1010, §47](https://www.legis.iowa.gov/docs/acts/2006/CH1010.pdf); [2008 Acts, ch 1171, §1,](https://www.legis.iowa.gov/docs/acts/2008/CH1171.pdf) [2](https://www.legis.iowa.gov/docs/acts/2008/CH1171.pdf); [2010 Acts, ch 1167, §2](https://www.legis.iowa.gov/docs/acts/2010/CH1167.pdf); [2014 Acts, ch 1138, §25](https://www.legis.iowa.gov/docs/acts/2014/CH1138.pdf); [2019 Acts, ch 24, §97](https://www.legis.iowa.gov/docs/acts/2019/CH0024.pdf)

Referred to in [§80.1A](https://www.legis.iowa.gov/docs/code/80.1A.pdf), [97A.6](https://www.legis.iowa.gov/docs/code/97A.6.pdf), [97D.3](https://www.legis.iowa.gov/docs/code/97D.3.pdf), [261.87](https://www.legis.iowa.gov/docs/code/261.87.pdf), [411.6](https://www.legis.iowa.gov/docs/code/411.6.pdf)

# 97A.2 Creation of system — purpose — name.

The Iowa department of public safety peace officers’ retirement, accident, and disability system is created. It is the purpose of [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf) to provide certain retirement and other benefits for the peace officers of the Iowa department of public safety named in [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf), or benefits to their dependents, in amounts and under terms and conditions set forth in [this](https://www.legis.iowa.gov/docs/code//97A.pdf) [chapter](https://www.legis.iowa.gov/docs/code//97A.pdf). The system shall be administered under the direction of the board of trustees, and shall transact all of its business, invest all of its funds, and hold all of its cash and security and other property in the name of the Iowa department of public safety peace officers’ retirement, accident, and disability system.

[C50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §97A.2]

[86 Acts, ch 1245, §244](https://www.legis.iowa.gov/docs/acts/1986/CH1245.pdf)

Referred to in [§97A.1](https://www.legis.iowa.gov/docs/code/97A.1.pdf)

# 97A.3 Membership in system — reemployment.

1. All peace officer members of the division of state patrol and the division of criminal investigation or the predecessor divisions or subunits in the department of public safety, excepting the members of the clerical force, who are employed by the state of Iowa on July 4, 1949, and all persons thereafter employed as members of such divisions or the predecessor divisions or subunits in the department of public safety or division of narcotics enforcement or division of state fire marshal or the predecessor divisions or subunits, except the members of the clerical force, shall be members of this system, except as otherwise provided in [subsection 3](https://www.legis.iowa.gov/docs/code/97A.3.pdf). Effective July 1, 1994, gaming enforcement officers employed by the division of criminal investigation for excursion boat and gambling structure gambling enforcement activities and fire prevention inspector peace officers employed by the department of public safety shall be members of this system, except as otherwise provided in [subsection 3](https://www.legis.iowa.gov/docs/code/97A.3.pdf) or [section 97B.42B](https://www.legis.iowa.gov/docs/code/97B.42B.pdf). Such members shall not be required to make contributions under any other pension or retirement system of the state of Iowa, anything to the contrary notwithstanding.
2. Should any member in any period of five consecutive years after last becoming a member, be absent from service for more than four years, or should a member become a beneficiary or die, the person shall thereupon cease to be a member of this system.
3. *a.* As used in [this section](https://www.legis.iowa.gov/docs/code/97A.3.pdf), unless the context otherwise requires, *“reemployed”* or *“reemployment”* means the employment of a person in a position which would otherwise be included as a membership position under [subsection 1](https://www.legis.iowa.gov/docs/code/97A.3.pdf), after the person has commenced receiving a service retirement allowance under [section 97A.6](https://www.legis.iowa.gov/docs/code/97A.6.pdf).

*b.* If a person is reemployed, the person shall not become an active member of the system upon reemployment, and the person so reemployed and the state of Iowa shall not make contributions to the system based upon the person’s compensation for reemployment. A person who is so reemployed shall continue to receive the service retirement allowance, and the service retirement allowance shall not be recalculated based upon the person’s reemployment. Notwithstanding [section 97B.1A](https://www.legis.iowa.gov/docs/code/97B.1A.pdf) or any other provision of law to the contrary, a person reemployed as provided in [this subsection](https://www.legis.iowa.gov/docs/code/97A.3.pdf) shall be exempt from [chapter 97B](https://www.legis.iowa.gov/docs/code//97B.pdf).

1. Effective July 1, 1979, a person shall not become a member of the system unless that person has passed the physical and mental examination given under the provisions of [section](https://www.legis.iowa.gov/docs/code/80.15.pdf)
   1. And unless that person has received a diploma for satisfactory completion of a training school held pursuant to the provisions of [section 80.13](https://www.legis.iowa.gov/docs/code/80.13.pdf).

[C50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §97A.3]

[92 Acts, ch 1232, §505](https://www.legis.iowa.gov/docs/acts/1992/CH1232.pdf); [94 Acts, ch 1183, §3](https://www.legis.iowa.gov/docs/acts/1994/CH1183.pdf); [98 Acts, ch 1100, §12](https://www.legis.iowa.gov/docs/acts/1998/CH1100.pdf); [98 Acts, ch 1183, §82](https://www.legis.iowa.gov/docs/acts/1998/CH1183.pdf); [2005 Acts, ch 35, §23](https://www.legis.iowa.gov/docs/acts/2005/CH0035.pdf); [2006 Acts, ch 1010, §48](https://www.legis.iowa.gov/docs/acts/2006/CH1010.pdf); [2007 Acts, ch 188, §1](https://www.legis.iowa.gov/docs/acts/2007/CH0188.pdf)

Referred to in [§97A.1](https://www.legis.iowa.gov/docs/code/97A.1.pdf), [97A.6](https://www.legis.iowa.gov/docs/code/97A.6.pdf), [97D.3](https://www.legis.iowa.gov/docs/code/97D.3.pdf)

# 97A.4 Service creditable.

* + 1. Service for fewer than six months of a year is not creditable as service. Service of six months or more of a year is equivalent to one year of service, but in no case shall more than one year of service be creditable for all service in one calendar year, nor shall the board of trustees allow credit as service for any period of more than one month duration during which the member was absent without pay.
    2. Any member of the system who has been employed continuously prior to the passage of [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf) in the division of state patrol or the division of criminal investigation in the department of public safety, or as a member of the state patrol, or as a peace officer or a member of the uniformed force in any department or division whose functions were transferred to, merged, or consolidated in the department of public safety at the time such department was created, shall receive credit for such service in determining retirement and disability benefits provided for in [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf). Arson investigators who have contributed to this system prior to July 1, 1978, shall receive credit for such service in determining retirement and disability benefits.
    3. The board of trustees shall credit as service for a member of the system a previous period of service for which the member had withdrawn the member’s accumulated contributions, as defined in [section 97A.15](https://www.legis.iowa.gov/docs/code/97A.15.pdf).

[C50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §97A.4]

[90 Acts, ch 1240, §1](https://www.legis.iowa.gov/docs/acts/1990/CH1240.pdf); [92 Acts, ch 1232, §506](https://www.legis.iowa.gov/docs/acts/92/CH1232.pdf); [98 Acts, ch 1074, §12](https://www.legis.iowa.gov/docs/acts/98/CH1074.pdf); [2005 Acts, ch 35, §31](https://www.legis.iowa.gov/docs/acts/2005/CH0035.pdf); [2016 Acts, ch 1011, §121](https://www.legis.iowa.gov/docs/acts/2016/CH1011.pdf)

Referred to in [§97A.15](https://www.legis.iowa.gov/docs/code/97A.15.pdf)

# 97A.5 Administration.

1. *Board of trustees.*
   1. A board of trustees of the Iowa department of public safety peace officers’ retirement, accident, and disability system is created. The general responsibility for the proper operation of the system is vested in the board of trustees.
   2. The board of trustees is constituted as follows:
2. The commissioner of public safety, who is chairperson of the board.
3. The treasurer of state.
4. An actively engaged member of the system, to be chosen by secret ballot by the actively engaged members of the system.
5. A retired member of the system, to be chosen by secret ballot by the retired members of the system.
6. A person appointed by the governor.
   1. The person appointed by the governor shall be an executive of a domestic life insurance company, an executive of a state or national bank operating within the state of Iowa, or an executive in the financial services industry, and shall be subject to confirmation by the senate.
   2. The members of the system and the person appointed by the governor shall serve for a term of two years.
7. *Voting.* Each trustee shall be entitled to one vote on said board and three concurring votes shall be necessary for a decision by the trustees on any question at any meeting of said board.
8. *Compensation.* The trustees shall serve as such without compensation, but they shall be reimbursed from the retirement fund for all necessary expenses which they may incur through service on the board.
9. *Rules.* The board of trustees shall, from time to time, establish such rules not inconsistent with [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf), for the administration of the system and the retirement fund created by [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf) and as may be necessary or appropriate for the transaction of its business.
10. *Staff.* The department of public safety shall provide administrative services to the board of trustees. Investments shall be administered through the office of the treasurer of state.
11. *Data — records — reports.*
    1. The department of public safety shall keep in convenient form the data necessary for the actuarial valuation of the system and for checking the expense of the system. The commissioner of public safety shall keep a record of all the acts and proceedings of the board, which records shall be open to public inspection. The board of trustees shall biennially make a report to the general assembly showing the fiscal transactions of the system for the preceding biennium, the amount of the accumulated cash and securities of the system, and the last balance sheet showing the financial condition of the system by means of an actuarial valuation of the assets and liabilities of the system.
    2. The commissioner of public safety shall maintain records, including but not limited to names, addresses, ages, and lengths of service, salaries and wages, contributions, designated beneficiaries, benefit amounts, if applicable, and other information pertaining to members as necessary in the administration of [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf), as well as the names, addresses, and benefit amounts of beneficiaries. For the purpose of obtaining these facts, the commissioner of public safety shall have access to the records of the various departments of the state and the departments shall provide such information upon request. Member and beneficiary records containing personal information are not public records for the purposes of [chapter](https://www.legis.iowa.gov/docs/code//22.pdf) [22](https://www.legis.iowa.gov/docs/code//22.pdf). However, summary information concerning the demographics of the members and general statistical information concerning the system is subject to [chapter 22](https://www.legis.iowa.gov/docs/code//22.pdf), as well as aggregate information by category.
12. *Legal advisor.* The attorney general of the state of Iowa shall be the legal advisor for the board of trustees.
13. *Medical board.* The board of trustees shall designate a single medical provider network as the medical board for the system. The medical board shall arrange for and pass upon all medical examinations required under the provisions of [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf) and shall report in writing to the board of trustees, its conclusions and recommendations upon all matters duly referred to it. For examinations required because of disability, a physician from the medical board specializing in occupational medicine, and a second physician specializing in an appropriate field of medicine as determined by the occupational medicine physician, shall pass upon the medical examinations required for disability retirements and shall report to the system in writing their conclusions and recommendations upon all matters referred to the medical board. Each report of a medical examination under [section 97A.6, subsections 3](https://www.legis.iowa.gov/docs/code/97A.6.pdf) [and 5](https://www.legis.iowa.gov/docs/code/97A.6.pdf), shall include the medical board’s findings in accordance with [section 97A.6](https://www.legis.iowa.gov/docs/code/97A.6.pdf) as to the extent of the member’s physical impairment.
14. *Duties of actuary.* The actuary hired by the board of trustees shall be the technical advisor of the board of trustees on matters regarding the operation of the retirement fund created by [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf) and shall perform such other duties as are required in connection therewith.
15. *Tables — rates.* The actuary hired by the board of trustees shall make such investigation of anticipated interest earnings and of the mortality, service, and compensation experience of the members of the system as the actuary recommends, and on the basis of the investigation, the board of trustees shall adopt the tables and the rates as are required in [subsection 11](https://www.legis.iowa.gov/docs/code/97A.5.pdf) of [this section](https://www.legis.iowa.gov/docs/code/97A.5.pdf). The board of trustees shall adopt the rate of interest and tables, and certify rates of contributions to be used by the system.
16. *Actuarial investigation.*
17. At least once in each two-year period, the actuary hired by the board of trustees shall make an actuarial investigation in the mortality, service, and compensation experience of the members and beneficiaries of the system, and the interest and other earnings on the moneys and other assets of the system, and shall make a valuation of the assets and liabilities of the retirement fund of the system, and taking into account the results of the investigation and valuation, the board of trustees shall adopt for the system, upon recommendation of the system’s actuary, such actuarial methods and assumptions, interest rate, and mortality and other tables as shall be deemed necessary to conduct the actuarial valuation of the system.
18. During calendar year 2019, and every five years thereafter, the system shall cause an actuarial investigation to be made related to the implementation, utilization, and actuarial costs associated with providing that cancer and infectious disease are presumed to be a disease contracted while a member of the system is on active duty as provided in [section 97A.6, subsection 5](https://www.legis.iowa.gov/docs/code/97A.6.pdf). On the basis of the investigation, the board of trustees shall adopt and certify rates of contributions payable by members in accordance with [section 97A.8](https://www.legis.iowa.gov/docs/code/97A.8.pdf). The system shall submit a written report to the general assembly following each actuarial investigation, including the certified rates of contributions payable by members for costs associated with the benefit as described in this paragraph, the data collected, and the system’s findings.
19. *Annual actuarial valuation.*
20. On the basis of the actuarial methods and assumptions, rate of interest, and tables adopted by the board of trustees, the actuary hired by the board of trustees shall make an annual actuarial valuation of the assets and liabilities of the retirement fund created by [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf). As a result of the annual actuarial valuation, the board of trustees shall certify the rates of contribution payable by the state of Iowa in accordance with [section 97A.8](https://www.legis.iowa.gov/docs/code/97A.8.pdf).
21. Effective with the fiscal year beginning July 1, 2008, the annual actuarial valuation required to be conducted shall include information as required by [section 97D.5](https://www.legis.iowa.gov/docs/code/97D.5.pdf).
22. *Requirements related to the Internal Revenue Code.*
23. As used in [this subsection](https://www.legis.iowa.gov/docs/code/97A.5.pdf), unless the context otherwise requires, *“Internal Revenue Code”* means the Internal Revenue Code as defined in [section 422.3](https://www.legis.iowa.gov/docs/code/422.3.pdf).
24. The retirement fund established in [section 97A.8](https://www.legis.iowa.gov/docs/code/97A.8.pdf) shall be held in trust for the benefit of the members of the system and the members’ beneficiaries. No part of the corpus or income of the retirement fund shall be used for, or diverted to, purposes other than for the exclusive benefit of the members or the members’ beneficiaries or for expenses incurred in the operation of the retirement fund. A person shall not have any interest in, or right to, any part of the corpus or income of the retirement fund except as otherwise expressly provided.
25. Notwithstanding any provision of [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf) to the contrary, in the event of a complete discontinuance of contributions, for reasons other than achieving fully funded status upon an actuarially determined basis, or upon termination of the retirement fund established in [section 97A.8](https://www.legis.iowa.gov/docs/code/97A.8.pdf), a member shall be vested, to the extent then funded, in the benefits which the member has accrued at the date of the discontinuance or termination.
26. Benefits payable from the retirement fund established in [section 97A.8](https://www.legis.iowa.gov/docs/code/97A.8.pdf) to members and members’ beneficiaries shall not be increased due to forfeitures from other members. Forfeitures shall be used as soon as possible to reduce future contributions by the state to the retirement fund, except that the rate shall not be less than the minimum rate established in [section 97A.8](https://www.legis.iowa.gov/docs/code/97A.8.pdf).
27. Notwithstanding any provision of [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf) to the contrary, a member’s service retirement allowance shall commence on or before the later of the following:
28. April 1 of the calendar year following the calendar year in which the member attains the age of seventy and one-half years.
29. April 1 of the calendar year following the calendar year in which the member retires.
30. The maximum annual benefit payable to a member by the system shall be subject to the limitations set forth in section 415 of the Internal Revenue Code, and any regulations promulgated pursuant to that section.
31. The annual compensation of a member taken in account for any purpose under [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf) shall not exceed the applicable amount set forth in section 401(a) (17) of the Internal Revenue Code, and any regulations promulgated pursuant to that section.
32. *Investment contracts.* The board of trustees may execute contracts and agreements with investment advisors, consultants, and investment management and benefit consultant firms in the administration of the retirement fund established in [section 97A.8](https://www.legis.iowa.gov/docs/code/97A.8.pdf).
33. *Liability.* The department, the board of trustees, and the treasurer of state are not personally liable for claims based upon an act or omission of the person performed in the discharge of the person’s duties under [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf), even if those actions or omissions violate the standards established in [section 97A.7](https://www.legis.iowa.gov/docs/code/97A.7.pdf), except for acts or omissions which involve malicious or wanton misconduct.

[C50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §97A.5]

[86 Acts, ch 1245, §245 – 247](https://www.legis.iowa.gov/docs/acts/1986/CH1245.pdf); [90 Acts, ch 1240, §2](https://www.legis.iowa.gov/docs/acts/90/CH1240.pdf); [93 Acts, ch 44, §1](https://www.legis.iowa.gov/docs/acts/93/CH0044.pdf); [94 Acts, ch 1183, §4,](https://www.legis.iowa.gov/docs/acts/94/CH1183.pdf) [5](https://www.legis.iowa.gov/docs/acts/94/CH1183.pdf); [96 Acts, ch 1187, §80 – 82](https://www.legis.iowa.gov/docs/acts/96/CH1187.pdf); [2000 Acts, ch 1077, §1, 2](https://www.legis.iowa.gov/docs/acts/2000/CH1077.pdf); [2003 Acts, ch 145, §168](https://www.legis.iowa.gov/docs/acts/2003/CH0145.pdf); [2008 Acts, ch](https://www.legis.iowa.gov/docs/acts/2008/CH1171.pdf) [1171, §3 – 7](https://www.legis.iowa.gov/docs/acts/2008/CH1171.pdf); [2014 Acts, ch 1138, §26](https://www.legis.iowa.gov/docs/acts/2014/CH1138.pdf); [2019 Acts, ch 24, §16](https://www.legis.iowa.gov/docs/acts/2019/CH0024.pdf)

Referred to in [§80.6](https://www.legis.iowa.gov/docs/code/80.6.pdf), [97A.1](https://www.legis.iowa.gov/docs/code/97A.1.pdf), [97A.6A](https://www.legis.iowa.gov/docs/code/97A.6A.pdf), [97A.8](https://www.legis.iowa.gov/docs/code/97A.8.pdf), [97B.42B](https://www.legis.iowa.gov/docs/code/97B.42B.pdf)

Confirmation, see [§2.32](https://www.legis.iowa.gov/docs/code/2.32.pdf)

# 97A.6 Benefits.

1. *Service retirement benefit.* Retirement of a member on a service retirement allowance shall be made by the board of trustees as follows:
   1. Any member in service may retire upon the member’s written application to the board of trustees, setting forth at what time, not less than thirty nor more than ninety days subsequent to the execution and filing therefor, the member desires to be retired, provided that the said member at the time so specified for retirement shall have attained the age of fifty-five and shall have completed twenty-two years or more of creditable service, and notwithstanding that, during such period of notification, the member may have separated from the service. However, a member may retire at fifty years of age and receive a reduced retirement allowance pursuant to [subsection 2A](https://www.legis.iowa.gov/docs/code/97A.6.pdf).
   2. Any member in service who has been a member of the retirement system four or more years and whose employment is terminated prior to the member’s retirement, other than by death or disability, shall upon attaining retirement age, receive a service retirement allowance of four twenty-seconds of the retirement allowance the member would receive at retirement if the member’s employment had not been terminated, and an additional one twenty-second of such retirement allowance for each additional year of service not exceeding twenty-two years of service. The amount of the retirement allowance shall be calculated in the manner provided in this paragraph using the average final compensation at the time of termination of employment.
   3. Once a person commences receiving a service retirement allowance pursuant to [this](https://www.legis.iowa.gov/docs/code/97A.6.pdf) [section](https://www.legis.iowa.gov/docs/code/97A.6.pdf), if the person is reemployed, as defined in [section 97A.3](https://www.legis.iowa.gov/docs/code/97A.3.pdf), the service retirement allowance shall not be recalculated based upon the person’s reemployment.
2. *Allowance on service retirement.*
   1. Upon retirement from service prior to July 1, 1990, a member shall receive a service retirement allowance which shall consist of a pension which equals fifty percent of the member’s average final compensation.
   2. Upon retirement from service on or after July 1, 1990, but before July 1, 1992, a member shall receive a service retirement allowance which shall consist of a pension which equals fifty-four percent of the member’s average final compensation.
   3. Commencing July 1, 1992, but before July 1, 2000, the board of trustees shall increase the percentage multiplier of the member’s average final compensation by an additional two percent each July 1 until reaching sixty percent of the member’s average final compensation.
   4. Upon retirement from service on or after July 1, 2000, a member shall receive a service retirement allowance which shall consist of a pension which equals sixty and one-half percent of the member’s average final compensation.
   5. Commencing July 1, 1990, if the member has completed more than twenty-two years of creditable service, the service retirement allowance shall consist of a pension which equals the amount provided in paragraph *“b”*, *“c”*, or *“d”*, plus an additional percentage as set forth below:
3. For a member who terminates service, other than by death or disability, on or after July 1, 1990, but before July 1, 1991, and who does not withdraw the member’s contributions pursuant to [section 97A.16](https://www.legis.iowa.gov/docs/code/97A.16.pdf), upon the member’s retirement there shall be added three-tenths percent of the member’s average final compensation for each year of service over twenty-two years, excluding years of service after the member’s fifty-fifth birthday. However, this subparagraph does not apply to more than eight additional years of service.
4. For a member who terminates service, other than by death or disability, on or after July 1, 1991, but before October 16, 1992, and who does not withdraw the member’s contributions pursuant to [section 97A.16](https://www.legis.iowa.gov/docs/code/97A.16.pdf), upon the member’s retirement there shall be added six-tenths percent of the member’s average final compensation for each year of service over twenty-two years, excluding years of service after the member’s fifty-fifth birthday. However, this subparagraph does not apply to more than eight additional years of service.
5. For a member who terminates service, other than by death or disability, on or after October 16, 1992, but before July 1, 1996, and who does not withdraw the member’s contributions pursuant to [section 97A.16](https://www.legis.iowa.gov/docs/code/97A.16.pdf), upon the member’s retirement there shall be added six-tenths percent of the member’s average final compensation for each year of service over twenty-two years. However, this subparagraph does not apply to more than eight additional years of service.
6. For a member who terminates service, other than by death or disability, on or after July 1, 1996, but before July 1, 1998, and who does not withdraw the member’s contributions pursuant to [section 97A.16](https://www.legis.iowa.gov/docs/code/97A.16.pdf), upon the member’s retirement there shall be added one and one-half percent of the member’s average final compensation for each year of service over twenty-two years. However, this subparagraph does not apply to more than eight additional years of service.
7. For a member who terminates service, other than by death or disability, on or after July 1, 1998, but before July 1, 2000, and who does not withdraw the member’s contributions pursuant to [section 97A.16](https://www.legis.iowa.gov/docs/code/97A.16.pdf), upon the member’s retirement there shall be added one and one-half percent of the member’s average final compensation for each year of service over twenty-two years. However, this subparagraph does not apply to more than ten additional years of service.
8. For a member who terminates service, other than by death, on or after July 1, 2000, and who does not withdraw the member’s contributions pursuant to [section 97A.16](https://www.legis.iowa.gov/docs/code/97A.16.pdf), upon the member’s retirement there shall be added two and three-fourths percent of the member’s average final compensation for each year of service over twenty-two years. However, this subparagraph does not apply to more than ten additional years of service.

2A. *Early retirement benefits.*

1. Notwithstanding the calculation of the service retirement allowance under [subsection](https://www.legis.iowa.gov/docs/code/97A.6.pdf) [2](https://www.legis.iowa.gov/docs/code/97A.6.pdf), beginning July 1, 1996, a member who has completed twenty-two years or more of creditable service and is at least fifty years of age, but less than fifty-five years of age, who has otherwise completed the requirements for retirement under [subsection 1](https://www.legis.iowa.gov/docs/code/97A.6.pdf), may retire and receive a reduced service retirement allowance pursuant to [this subsection](https://www.legis.iowa.gov/docs/code/97A.6.pdf). The service retirement allowance for a member less than fifty-five years of age shall be calculated in the manner prescribed in [subsection 2](https://www.legis.iowa.gov/docs/code/97A.6.pdf), except that the percentage multiplier of the member’s average final compensation used in the determination of the service retirement allowance shall be reduced by the board of trustees pursuant to paragraph *“b”*.
2. On July 1, 1996, and on each July 1 thereafter, the board of trustees shall determine for the respective fiscal year the percent by which the percentage multiplier under [subsection 2](https://www.legis.iowa.gov/docs/code/97A.6.pdf) shall be reduced for each month that a member’s retirement date precedes the member’s fifty-fifth birthday. The board of trustees shall make this determination based upon the most recent actuarial valuation of the system, the calculation of the actuarial cost for each month of retirement of a member prior to age fifty-five, and the premise that the provision of a service retirement allowance to a member who is less than fifty-five years of age will not result in any increase in cost to the system.
3. *Ordinary disability retirement benefit.* Upon the application of a member in service or of the commissioner of public safety, any member shall be retired by the board of trustees, not less than thirty and not more than ninety days next following the date of filing such application, on an ordinary disability retirement allowance, provided that the medical board after a medical examination of such member shall certify that said member is mentally or physically incapacitated for further performance of duty, that such incapacity is likely to be permanent, and that such member should be retired. However, if a person’s membership in the system first commenced on or after July 1, 1992, the member shall not be eligible for benefits with respect to a disability which would not exist, but for a medical condition that was known to exist on the date that membership commenced. A member who is denied a benefit under [this subsection](https://www.legis.iowa.gov/docs/code/97A.6.pdf), by reason of a finding by the medical board that the member is not mentally or physically incapacitated for the further performance of duty, shall be entitled to be restored to active service in the same position held immediately prior to the application for disability benefits.
4. *Allowance on ordinary disability retirement.*
   1. Upon retirement for ordinary disability prior to July 1, 1998, a member shall receive an ordinary disability retirement allowance which shall consist of a pension which shall equal fifty percent of the member’s average final compensation unless either of the following conditions exist:
5. If the member has not had five or more years of membership service, the member shall receive a disability pension equal to one-fourth of the member’s average final compensation.
6. If the member has had twenty-two or more years of membership service, the member shall receive a disability retirement allowance that is equal to the greater of the benefit that the member would receive under [subsection 2](https://www.legis.iowa.gov/docs/code/97A.6.pdf) if the member were fifty-five years of age or the disability pension otherwise calculated under [this subsection](https://www.legis.iowa.gov/docs/code/97A.6.pdf).
   1. Upon retirement for ordinary disability on or after July 1, 1998, a member who has five or more years of membership service shall receive a disability retirement allowance in an amount equal to the greater of fifty percent of the member’s average final compensation or the retirement allowance that the member would receive under [subsection 2](https://www.legis.iowa.gov/docs/code/97A.6.pdf) if the member had attained fifty-five years of age. A member who has less than five years of membership service shall receive a pension equal to one-fourth of the member’s average final compensation.
7. *Accidental disability benefit.*
   1. Upon application of a member in service or of the commissioner of public safety, any member who has become totally and permanently incapacitated for duty as the natural and proximate result of an injury, disease, or exposure occurring or aggravated while in the actual performance of duty at some definite time and place shall be retired by the board of trustees, provided that the medical board shall certify that such member is mentally or physically incapacitated for further performance of duty, that such incapacity is likely to be permanent, and that such member should be retired. However, if a person’s membership in the system first commenced on or after July 1, 1992, the member shall not be eligible for benefits with respect to a disability which would not exist, but for a medical condition that was known to exist on the date that membership commenced. A member who is denied a benefit under [this](https://www.legis.iowa.gov/docs/code/97A.6.pdf) [subsection](https://www.legis.iowa.gov/docs/code/97A.6.pdf), by reason of a finding by the medical board that the member is not mentally or physically incapacitated for the further performance of duty, shall be entitled to be restored to active service in the same position held immediately prior to the application for disability benefits.
   2. (1) Disease under [this subsection](https://www.legis.iowa.gov/docs/code/97A.6.pdf) shall mean heart disease or any disease of the lungs or respiratory tract and shall be presumed to have been contracted while on active duty as a result of strain, exposure, or the inhalation of noxious fumes, poison, or gases.
8. Disease under [this subsection](https://www.legis.iowa.gov/docs/code/97A.6.pdf) shall also mean cancer or infectious disease and shall be presumed to have been contracted while on active duty as a result of that duty.
9. However, if a person’s membership in the system first commenced on or after July 1, 1992, and the heart disease or disease of the lungs or respiratory tract, cancer, or infectious disease would not exist, but for a medical condition that was known to exist on the date that membership commenced, the presumption established in this paragraph *“b”* shall not apply.
10. *Retirement after accident.*
    1. Upon retirement for accidental disability prior to July 1, 1990, a member shall receive an accidental disability retirement allowance which shall consist of a pension equal to sixty-six and two-thirds percent of the member’s average final compensation.
    2. Upon retirement for accidental disability on or after July 1, 1990, but before July 1, 1998, a member shall receive an accidental disability retirement allowance which shall consist of a pension equal to sixty percent of the member’s average final compensation. However, if the member has had twenty-two or more years of membership service, the member shall receive a disability retirement allowance that is equal to the greater of the retirement allowance that the member would receive under [subsection 2](https://www.legis.iowa.gov/docs/code/97A.6.pdf) if the member were fifty-five years of age or the disability retirement allowance calculated under this paragraph.
    3. Upon retirement for accidental disability on or after July 1, 1998, a member shall receive an accidental disability retirement allowance which shall consist of a pension in an amount equal to the greater of sixty percent of the member’s average final compensation or the retirement allowance that the member would receive under [subsection 2](https://www.legis.iowa.gov/docs/code/97A.6.pdf) if the member had attained fifty-five years of age.
11. *Reexamination of beneficiaries retired on account of disability.* Once each year during the first five years following the retirement of a member on a disability retirement allowance, and once in every three-year period thereafter, the board of trustees may, and upon the member’s application shall, require any disability beneficiary who has not yet attained age fifty-five to undergo a medical examination at a place designated by the medical board. Such examination shall be made by the medical board or in special cases, by an additional physician or physicians designated by such board. Should any disability beneficiary who has not attained the age of fifty-five refuse to submit to such medical examination, the beneficiary’s allowance may be discontinued until the beneficiary’s withdrawal of such refusal, and should the beneficiary’s refusal continue for one year all rights in and to the beneficiary’s pension may be revoked by the board of trustees.
12. (1) Should any beneficiary for either ordinary or accidental disability, except a beneficiary who is fifty-five years of age or over and would have completed twenty-two years of service if the beneficiary had remained in active service, be engaged in a gainful occupation paying more than the difference between the member’s net retirement allowance and one and one-half times the current earnable compensation of an active member at the same position on the salary scale within the member’s rank as the member held at retirement, then the amount of the retirement allowance shall be reduced, subject to the requirements of this subparagraph, to an amount such that the member’s net retirement allowance plus the amount earned by the member shall equal one and one-half times the amount of the current earnable compensation of an active member at the same position on the salary scale within the member’s rank as the member held at retirement. Should the member’s earning capacity be later changed, the amount of the retirement allowance may be further modified, subject to the requirements of this subparagraph, provided that the new retirement allowance shall not exceed the amount of the retirement allowance originally granted adjusted by annual readjustments of pensions pursuant to [subsection 14](https://www.legis.iowa.gov/docs/code/97A.6.pdf) of [this section](https://www.legis.iowa.gov/docs/code/97A.6.pdf) nor an amount which would cause the member’s net retirement allowance, when added to the amount earned by the beneficiary, to equal one and one-half times the amount of the current earnable compensation of an active member at the same position on the salary scale within the member’s rank as the member held at retirement. However, a member’s retirement allowance payable in a calendar year shall not be reduced pursuant to this subparagraph to an amount that is less than half of the member’s ordinary disability or accidental disability retirement benefit allowance calculated without regard to this paragraph *“a”*, and otherwise payable to the member in a calendar year. A beneficiary restored to active service at a salary less than the average final compensation upon the basis of which the member was retired at age fifty-five or greater, shall not again become a member of the retirement system and shall have the member’s retirement allowance suspended while in active service. If the rank or position held by the retired member is subsequently abolished, adjustments to the allowable limit on the amount of income which can be earned in a gainful occupation shall be computed in the same manner as provided in [subsection](https://www.legis.iowa.gov/docs/code/97A.6.pdf) [14](https://www.legis.iowa.gov/docs/code/97A.6.pdf), paragraph *“c”*, of [this section](https://www.legis.iowa.gov/docs/code/97A.6.pdf) for readjustment of pensions when a rank or position has been abolished. If the salary scale associated with a member’s rank at retirement is changed after the member retires, earnable compensation for purposes of [this section](https://www.legis.iowa.gov/docs/code/97A.6.pdf) shall be based upon the salary an active member currently would receive at the same rank and with seniority equal to that of the retired member at the time of retirement. For purposes of this paragraph, *“net retirement allowance”* means the amount determined by subtracting the amount paid during the previous calendar year by the beneficiary for health insurance or similar health care coverage for the beneficiary and the beneficiary’s dependents from the amount of the member’s retirement allowance paid for that year pursuant to [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf). The beneficiary shall submit sufficient documentation to the board of trustees to permit the system to determine the member’s net retirement allowance for the applicable year.
13. A beneficiary retired under the provisions of this paragraph in order to be eligible for continued receipt of retirement benefits shall no later than May 15 of each year submit to the board of trustees a copy of the beneficiary’s federal individual income tax return for the preceding year. The beneficiary shall also submit, within sixty days, any documentation requested by the system that is determined to be necessary by the system to determine the beneficiary’s gross wages.
14. Retroactive to July 1, 1976, the limitations on pay of a member engaged in a gainful occupation who is retired under accidental disability prescribed in this paragraph shall not apply to a member who retired before July 1, 1976.
15. Should a disability beneficiary under age fifty-five be restored to active service at a compensation not less than the disability beneficiary’s average final compensation, the disability beneficiary’s retirement allowance shall cease, the disability beneficiary shall again become a member and shall contribute thereafter at the same rate payable by other members of comparable rank, seniority, and age, and former service on the basis of which the disability beneficiary’s service was computed at the time of retirement shall be restored to full force and effect. Upon subsequent retirement the disability beneficiary shall be credited with all service as a member, and also with no more than two years of the period of disability retirement.
16. The commissioner of public safety may, subject to approval of the medical board, assign any former member of the division of state patrol or the division of criminal investigation or an arson investigator who is retired and drawing a pension for disability under the provisions of [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf), to the performance of light duties in such division.
17. Should a disability beneficiary under age fifty-five be employed in a public safety occupation, the disability beneficiary’s retirement allowance shall cease. Notwithstanding any provision of [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf) to the contrary, if a disability beneficiary is employed in a public safety occupation that would otherwise constitute membership service, the disability beneficiary shall not become a member of the system. For purposes of this paragraph, *“public safety occupation”* means a peace officer, as defined in [section 97A.1](https://www.legis.iowa.gov/docs/code/97A.1.pdf); a protection occupation, as defined in [section 97B.49B](https://www.legis.iowa.gov/docs/code/97B.49B.pdf); a sheriff or deputy sheriff as defined in [section](https://www.legis.iowa.gov/docs/code/97B.49C.pdf) [97B.49C](https://www.legis.iowa.gov/docs/code/97B.49C.pdf); and a police officer or fire fighter as defined in [section 411.1](https://www.legis.iowa.gov/docs/code/411.1.pdf), who was not restored to active service as provided by [this subsection](https://www.legis.iowa.gov/docs/code/97A.6.pdf).
18. *Ordinary death benefit.*
    1. Upon the receipt of proof of the death of a member in service, or a member not in service who has completed four or more years of service as provided in [subsection 1](https://www.legis.iowa.gov/docs/code/97A.6.pdf), paragraph *“b”*, there shall be paid to the person designated by the member to the board of trustees as the member’s beneficiary if the member has had one or more years of membership service and no pension is payable under [subsection 9](https://www.legis.iowa.gov/docs/code/97A.6.pdf), an amount equal to fifty percent of the compensation earned by the member during the year immediately preceding the member’s death if the member is in service, or an amount equal to fifty percent of the compensation earned by the member during the member’s last year of service if the member is not in service.
    2. (1) In lieu of the payment specified in paragraph *“a”*, a beneficiary meeting the qualifications of paragraph *“c”* may elect to receive a monthly pension equal to one-twelfth of forty percent of the average final compensation of the member, but not less than an amount equal to twenty-five percent of the monthly earnable compensation paid to an active member having the rank of senior patrol officer of the state patrol if the member was in service at the time of death. For a member not in service at the time of death, the pension shall be reduced as provided in [subsection 1](https://www.legis.iowa.gov/docs/code/97A.6.pdf), paragraph *“b”*.
19. For a member not in service at the time of death, the pension shall be paid commencing when the member would have attained the age of fifty-five except that if there is a child of the member, the pension shall be paid commencing with the member’s death until the children reach the age of eighteen, or twenty-two if applicable. The pension shall resume commencing when the member would have attained the age of fifty-five.
20. For a member in service at the time of death, the pension shall be paid commencing with the member’s death. In addition to the pension, there shall also be paid for each child of a member, a monthly pension equal to six percent of the monthly earnable compensation payable to an active member having the rank of senior patrol officer of the state patrol.
21. For the purpose of [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf), a senior patrol officer is a person who has completed ten years of service in the state patrol.
22. Notwithstanding [section 97A.6, subsection 8](https://www.legis.iowa.gov/docs/code/1985/97A.6.pdf), Code 1985, effective July 1, 1990, for a member’s surviving spouse who, prior to July 1, 1986, elected to receive pension benefits under this paragraph, the monthly pension benefit shall be equal to the higher of one-twelfth of forty percent of the average final compensation of the member, or the amount the surviving spouse was receiving on July 1, 1990.
    1. The pension under paragraph *“b”* may be selected only by the following beneficiaries:
23. The spouse.
24. If there is no spouse, or if the spouse dies and there is a child of a member, then the guardian of the member’s child or children, divided as the board of trustees determines, to continue as a joint and survivor pension until every child of the member dies or attains the age of eighteen, or twenty-two if applicable.
25. If there is no surviving spouse or child, then the member’s dependent father or mother, or both, as the board of trustees determines, to continue until remarriage or death.
    1. If there is no nomination of beneficiary, the benefits provided in [this subsection](https://www.legis.iowa.gov/docs/code/97A.6.pdf) shall be paid to the member’s estate.
26. *Accidental death benefit.* If, upon the receipt of evidence and proof that the death of a member in service was the natural and proximate result of an accident, disease, or exposure occurring or aggravated at some definite time and place while the member was in the actual performance of duty, the board of trustees shall decide that death was so caused in the performance of duty there shall be paid, in lieu of the ordinary death benefit provided in [subsection 8](https://www.legis.iowa.gov/docs/code/97A.6.pdf) of [this section](https://www.legis.iowa.gov/docs/code/97A.6.pdf), to the member’s estate or to such person having an insurable interest in the member’s life as the member shall have nominated by written designation duly executed and filed with the board of trustees:
    1. A pension equal to one-half of the average final compensation of such member shall be paid to the surviving spouse, children or dependent parents as provided in paragraphs *“c”*, *“d”*, and *“e”* of [subsection 8](https://www.legis.iowa.gov/docs/code/97A.6.pdf) of [this section](https://www.legis.iowa.gov/docs/code/97A.6.pdf).
    2. If there is no surviving spouse, child, or dependent parent surviving a deceased member, the death shall be treated as an ordinary death case and the benefit payable under [subsection](https://www.legis.iowa.gov/docs/code/97A.6.pdf) [8](https://www.legis.iowa.gov/docs/code/97A.6.pdf), paragraph *“a”* of [this section](https://www.legis.iowa.gov/docs/code/97A.6.pdf), in lieu of the pension provided in paragraph *“a”* of [this](https://www.legis.iowa.gov/docs/code/97A.6.pdf) [subsection](https://www.legis.iowa.gov/docs/code/97A.6.pdf), shall be paid to the member’s estate.
    3. In addition to the benefits for the surviving spouse enumerated in [this subsection](https://www.legis.iowa.gov/docs/code/97A.6.pdf), there shall also be paid for each child of a member a monthly pension equal to six percent of the monthly earnable compensation payable to an active member having the rank of senior patrol officer of the state patrol.
27. *Optional allowance.* With the provision that no optional selection shall be effective in case a beneficiary dies within thirty days after retirement, in which event such a beneficiary shall be considered as an active member at the time of death, until the first payment on account of any benefit becomes normally due, any beneficiary may elect to receive the beneficiary’s benefit in a retirement allowance payable throughout life, or may elect to receive the actuarial equivalent at that time of the beneficiary’s retirement allowance in a lesser retirement allowance payable throughout life with the provision that an amount in money not exceeding the amount of the beneficiary’s accumulated contributions shall be immediately paid in cash to such member or some other benefit or benefits shall be paid either to the member or to such person or persons as the member shall nominate, provided such cash payment or other benefit or benefits, together with the lesser retirement allowance, shall be certified by the actuary to be of equivalent actuarial value to the member’s retirement allowance and shall be approved by the board of trustees; provided, that a cash payment to such member or beneficiary at the time of retirement of an amount not exceeding fifty percent of the member’s or beneficiary’s accumulated contributions shall be made by the board of trustees upon said member’s or beneficiary’s election.
28. *Pensions offset by compensation benefits.* Any amounts which may be paid or payable by the state under the provisions of any workers’ compensation or similar law to a member or to the dependents of a member on account of any disability or death, shall be offset against and payable in lieu of any benefits payable out of the retirement fund provided by the state under the provisions of [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf) on account of the same disability or death. In case the present value of the total commuted benefits under said workers’ compensation or similar law is less than the present value of the benefits otherwise payable from the retirement fund provided by the state under [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf), then the present value of the commuted payments shall be deducted from the pension payable and such benefits as may be provided by the system so reduced shall be payable under the provisions of [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf).
29. *Pension to surviving spouse and children of deceased pensioned members.* In the event of the death of any member receiving a retirement allowance under the provisions of [subsections 2, 2A, 4, or 6](https://www.legis.iowa.gov/docs/code/97A.6.pdf) of [this section](https://www.legis.iowa.gov/docs/code/97A.6.pdf) there shall be paid a pension:
30. To the member’s surviving spouse, equal to one-half the amount received by the deceased beneficiary, but in no instance less than an amount equal to twenty-five percent of the monthly earnable compensation paid to an active member having the rank of senior patrol officer of the state patrol, and in addition a monthly pension equal to the monthly pension payable under [subsection 9](https://www.legis.iowa.gov/docs/code/97A.6.pdf), paragraph *“c”*, of [this section](https://www.legis.iowa.gov/docs/code/97A.6.pdf) for each child under eighteen years of age or twenty-two years of age if applicable; or
31. If the spouse dies either prior or subsequent to the death of the member, to the guardian of each surviving child, a monthly pension equal to the monthly pension payable under [subsection 9](https://www.legis.iowa.gov/docs/code/97A.6.pdf), paragraph *“c”*, of [this section](https://www.legis.iowa.gov/docs/code/97A.6.pdf) for the support of the child.
32. *Judicial review of action of the board of trustees.* Judicial review of any action of the board of trustees may be sought in accordance with the terms of the Iowa administrative procedure Act, [chapter 17A](https://www.legis.iowa.gov/docs/code//17A.pdf). Notwithstanding the terms of the Iowa administrative procedure Act, [chapter 17A](https://www.legis.iowa.gov/docs/code//17A.pdf), the petition for judicial review must be filed within thirty days after the member receives written notice of the trustees’ action. The board of trustees shall be represented by the attorney general. An appeal may be taken by the petitioner or the board of trustees to the supreme court of this state irrespective of the amount involved.
33. *Pensions payable.* Pensions payable under [this section](https://www.legis.iowa.gov/docs/code/97A.6.pdf) shall be adjusted as follows:
34. On each July 1 and January 1, the monthly pensions authorized in [this section](https://www.legis.iowa.gov/docs/code/97A.6.pdf) payable to retired members and to beneficiaries, except children of a deceased member, shall be adjusted as provided in this paragraph. The monthly pension of each retired member and each beneficiary shall be adjusted by adding to that monthly pension an amount equal to the amounts determined in subparagraphs (1) and (2). The adjusted monthly pension of a retired member shall not be less than the amount which was paid at the time of the member’s retirement.
35. (a) An amount equal to the difference between the monthly earnable compensation payable to an active member of the department, of the same rank and position on the salary scale as was held by the retired or deceased member at the time of the member’s retirement or death, for the month for which the last preceding adjustment was made and the monthly earnable compensation payable to an active member of the department of the same rank and position on the salary scale for the month for which the adjustment is made shall be multiplied by the following applicable percentage:
    1. Forty percent for members receiving a service retirement allowance and for beneficiaries receiving a pension under [subsection 9](https://www.legis.iowa.gov/docs/code/97A.6.pdf) of [this section](https://www.legis.iowa.gov/docs/code/97A.6.pdf).
    2. Forty percent for members with five or more years of membership service who are receiving an ordinary disability retirement allowance.
    3. Twenty-four percent for members with less than five years of membership service who are receiving an ordinary disability retirement allowance, and for beneficiaries receiving a pension under [subsection 8](https://www.legis.iowa.gov/docs/code/97A.6.pdf) of [this section](https://www.legis.iowa.gov/docs/code/97A.6.pdf).
    4. Forty percent for members receiving an accidental disability allowance.

(b) The amount added to the monthly pension of a surviving spouse receiving a pension under [subsection 12](https://www.legis.iowa.gov/docs/code/97A.6.pdf), paragraph *“a”*, of [this section](https://www.legis.iowa.gov/docs/code/97A.6.pdf) shall be equal to one-half the amount that would have been added to the monthly pension of the retired member under this subparagraph.

1. (a) For each adjustment occurring on July 1, the following applicable amount determined as follows:
   1. Fifteen dollars where the member’s retirement date was less than five years prior to the effective date of the adjustment.
   2. Twenty dollars where the member’s retirement date was at least five years, but less than ten years, prior to the effective date of the adjustment.
   3. Twenty-five dollars where the member’s retirement date was at least ten years, but less than fifteen years, prior to the effective date of the adjustment.
   4. Thirty dollars where the member’s retirement date was at least fifteen years, but less than twenty years, prior to the effective date of the adjustment.
   5. Thirty-five dollars where the member’s retirement date was at least twenty years prior to the effective date of the adjustment.

(b) As of July 1 and January 1 of each year, the monthly pension payable to each surviving child under the provisions of [subsections 8, 9, and 12](https://www.legis.iowa.gov/docs/code/97A.6.pdf) of [this section](https://www.legis.iowa.gov/docs/code/97A.6.pdf) shall be adjusted to equal six percent of the monthly earnable compensation payable in the month for which the adjustment is made to an active member having the rank of senior patrol officer of the state patrol.

1. All monthly pensions adjusted as provided in [this subsection](https://www.legis.iowa.gov/docs/code/97A.6.pdf) shall be payable beginning on the first of the month in which the adjustment is made and shall continue in effect until the next following month in which an adjustment is made pursuant to [this subsection](https://www.legis.iowa.gov/docs/code/97A.6.pdf) at which time the monthly pensions shall again be adjusted in accordance with paragraph *“a”* of [this subsection](https://www.legis.iowa.gov/docs/code/97A.6.pdf).
2. The adjustment of pensions required by [this subsection](https://www.legis.iowa.gov/docs/code/97A.6.pdf) shall recognize the retired or deceased member’s position on the salary scale within the member’s rank at the time of the member’s retirement or death. In the event that the rank or position held by the retired or deceased member at the time of retirement or death is subsequently abolished, adjustments in the pensions of the member or of the member’s spouse or children shall be computed by the board of trustees as though such rank or position had not been abolished and salary increases had been granted to such rank or position on the same basis as increases granted to other ranks and positions in the department.
3. A retired member eligible for benefits under the provisions of [subsection 1](https://www.legis.iowa.gov/docs/code/97A.6.pdf) is not eligible for the annual readjustment of pensions provided in [this subsection](https://www.legis.iowa.gov/docs/code/97A.6.pdf) unless the member served at least twenty-two years prior to the member’s termination of employment.
4. *Remarriage of surviving spouse.* Effective July 1, 1990, for a member who died prior to July 1, 1988, if the member’s surviving spouse remarried prior to July 1, 1988, the remarriage does not make the spouse ineligible under [subsection 8](https://www.legis.iowa.gov/docs/code/97A.6.pdf), paragraph *“c”*, subparagraphs (1) and (2), to receive benefits under [subsections 8, 9, 12, and 14](https://www.legis.iowa.gov/docs/code/97A.6.pdf).
5. *Line of duty death benefit.*
6. If, upon the receipt of evidence and proof that the death of a member in service was the direct and proximate result of a traumatic personal injury incurred in the line of duty, the board of trustees decides that death was so caused, there shall be paid, to a person authorized to receive an accidental death benefit as provided in [subsection 9](https://www.legis.iowa.gov/docs/code/97A.6.pdf), the amount of one hundred thousand dollars, which shall be payable in a lump sum.
7. A line of duty death benefit shall not be payable under [this subsection](https://www.legis.iowa.gov/docs/code/97A.6.pdf) if any of the following applies:
8. The death resulted from stress, strain, occupational illness, or a chronic, progressive, or congenital illness, including, but not limited to, a disease of the heart, lungs, or respiratory system, unless a traumatic personal injury was a substantial contributing factor to the member’s death.
9. The death was caused by the intentional misconduct of the member or by the member’s intent to cause the member’s own death.
10. The member was voluntarily intoxicated at the time of death.
11. The member was performing the member’s duties in a grossly negligent manner at the time of death.
12. An individual who would otherwise be entitled to a benefit under [this subsection](https://www.legis.iowa.gov/docs/code/97A.6.pdf) was, through the individual’s actions, a substantial contributing factor to the member’s death.
13. The death qualifies for a volunteer emergency services provider death benefit pursuant to [section 100B.31](https://www.legis.iowa.gov/docs/code/100B.31.pdf).

[C50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §97A.6; [82 Acts, ch 1261, §3 – 8](https://www.legis.iowa.gov/docs/acts/1982/CH1261.pdf)]

[84 Acts, ch 1285, §2](https://www.legis.iowa.gov/docs/acts/1984/CH1285.pdf); [86 Acts, ch 1243, §1, 2](https://www.legis.iowa.gov/docs/acts/86/CH1243.pdf); [88 Acts, ch 1242, §3 – 6](https://www.legis.iowa.gov/docs/acts/88/CH1242.pdf); [90 Acts, ch 1240, §3 –9](https://www.legis.iowa.gov/docs/acts/90/CH1240.pdf); [91 Acts, ch 41, §1](https://www.legis.iowa.gov/docs/acts/91/CH0041.pdf); [92 Acts, ch 1201, §2 – 5](https://www.legis.iowa.gov/docs/acts/92/CH1201.pdf); [92 Acts, ch 1232, §507](https://www.legis.iowa.gov/docs/acts/92/CH1232.pdf); [94 Acts, ch 1183, §6 – 8](https://www.legis.iowa.gov/docs/acts/94/CH1183.pdf); [96 Acts, ch 1178, §1, 2](https://www.legis.iowa.gov/docs/acts/96/CH1178.pdf); [96 Acts, ch 1187, §83 – 91](https://www.legis.iowa.gov/docs/acts/96/CH1187.pdf); [98 Acts, ch 1074, §13 – 16](https://www.legis.iowa.gov/docs/acts/98/CH1074.pdf); [98 Acts, ch 1183,](https://www.legis.iowa.gov/docs/acts/98/CH1183.pdf) [§1 – 6](https://www.legis.iowa.gov/docs/acts/98/CH1183.pdf); [2000 Acts, ch 1077, §3 – 6, 9](https://www.legis.iowa.gov/docs/acts/2000/CH1077.pdf); [2002 Acts, ch 1135, §2, 3, 6](https://www.legis.iowa.gov/docs/acts/2002/CH1135.pdf); [2003 Acts, ch 20, §1, 2](https://www.legis.iowa.gov/docs/acts/2003/CH0020.pdf); [2003](https://www.legis.iowa.gov/docs/acts/2003/CH0044.pdf)

[Acts, ch 44, §114](https://www.legis.iowa.gov/docs/acts/2003/CH0044.pdf); [2005 Acts, ch 35, §31](https://www.legis.iowa.gov/docs/acts/2005/CH0035.pdf); [2006 Acts, ch 1103, §1](https://www.legis.iowa.gov/docs/acts/2006/CH1103.pdf); [2008 Acts, ch 1032, §201](https://www.legis.iowa.gov/docs/acts/2008/CH1032.pdf); [2008](https://www.legis.iowa.gov/docs/acts/2008/CH1171.pdf)

[Acts, ch 1171, §8, 9](https://www.legis.iowa.gov/docs/acts/2008/CH1171.pdf); [2010 Acts, ch 1167, §3 – 6](https://www.legis.iowa.gov/docs/acts/2010/CH1167.pdf); [2014 Acts, ch 1138, §27](https://www.legis.iowa.gov/docs/acts/2014/CH1138.pdf); [2015 Acts, ch 98, §1](https://www.legis.iowa.gov/docs/acts/2015/CH0098.pdf)

Referred to in [§80.6](https://www.legis.iowa.gov/docs/code/80.6.pdf), [97A.3](https://www.legis.iowa.gov/docs/code/97A.3.pdf), [97A.5](https://www.legis.iowa.gov/docs/code/97A.5.pdf), [97A.8](https://www.legis.iowa.gov/docs/code/97A.8.pdf), [97A.14](https://www.legis.iowa.gov/docs/code/97A.14.pdf), [97A.14A](https://www.legis.iowa.gov/docs/code/97A.14A.pdf), [97A.15](https://www.legis.iowa.gov/docs/code/97A.15.pdf), [261.87](https://www.legis.iowa.gov/docs/code/261.87.pdf), [509A.13C](https://www.legis.iowa.gov/docs/code/509A.13C.pdf)

Limitations on pension adjustment amount; legislative intent; [2010 Acts, ch 1167, §17](https://www.legis.iowa.gov/docs/acts/2010/CH1167.pdf)

# 97A.6A Optional retirement benefits.

1. In lieu of the retirement benefits otherwise provided upon service retirement for members of the system and the members’ beneficiaries, members may elect to receive an optional retirement benefit during the member’s lifetime and have the optional retirement benefit, or a designated fraction of the optional retirement benefit, continued and paid to the member’s beneficiary after the member’s death and during the lifetime of the beneficiary.
2. The member shall make the election request in writing to the board of trustees at the time of the member’s service retirement. The election is subject to the approval of the board of trustees. If the member is married, the election of an option under [this section](https://www.legis.iowa.gov/docs/code/97A.6A.pdf) requires the written acknowledgment of the member’s spouse.
3. A member’s optional retirement benefits shall be the actuarial equivalent of the amount of the retirement benefits payable to the member and the member’s beneficiaries under the service retirement provisions of [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf). The actuarial equivalent shall be based on the mortality and interest assumptions set out in [section 97A.5](https://www.legis.iowa.gov/docs/code/97A.5.pdf).
4. If the member dies without a beneficiary prior to receipt in benefits of an amount equal to the total amount remaining to the member’s credit at the time of separation from service, the election is void.
5. If the member dies with a beneficiary and the beneficiary subsequently dies prior to receipt in retirement benefits by both the member and the beneficiary of an amount equal to the total amount remaining to the member’s credit at the time of separation from service, the election remains valid.
6. For the purpose of [this section](https://www.legis.iowa.gov/docs/code/97A.6A.pdf), *“beneficiary”* means a spouse, child, or a dependent parent.

[90 Acts, ch 1240, §10](https://www.legis.iowa.gov/docs/acts/1990/CH1240.pdf); [2016 Acts, ch 1011, §121](https://www.legis.iowa.gov/docs/acts/2016/CH1011.pdf)

# 97A.6B Rollovers of members’ accounts.

1. As used in [this section](https://www.legis.iowa.gov/docs/code/97A.6B.pdf), unless the context otherwise requires:
   1. *“Direct rollover”* means a payment by the system to the eligible retirement plan specified by the member or the member’s surviving spouse.
   2. (1) *“Eligible retirement plan”* means either of the following that accepts an eligible rollover distribution from a member or a member’s surviving spouse:
2. An individual retirement account in accordance with section 408(a) of the federal Internal Revenue Code.
3. An individual retirement annuity in accordance with section 408(b) of the federal Internal Revenue Code.

(2) In addition, an *“eligible retirement plan”* includes an annuity plan in accordance with section 403(a) of the federal Internal Revenue Code, or a qualified trust in accordance with section 401(a) of the federal Internal Revenue Code, that accepts an eligible rollover distribution from a member.

* 1. *“Eligible rollover distribution”* means all or any portion of a member’s account, except that an eligible rollover distribution does not include any of the following:

1. A distribution that is one of a series of substantially equal periodic payments, which occur annually or more frequently, made for the life or life expectancy of the distributee or the joint lives or joint life expectancies of the distributee and the distributee’s designated beneficiary, or made for a specified period of ten years or more.
2. A distribution to the extent that the distribution is required pursuant to section 401(a)(9) of the federal Internal Revenue Code.
3. The portion of any distribution that is not includible in the gross income of the distributee, determined without regard to the exclusion for net unrealized appreciation with respect to employer securities.
4. A distribution of less than two hundred dollars of taxable income.
5. Effective January 1, 1993, a member or a member’s surviving spouse may elect, at the time and in the manner prescribed in rules adopted by the board of trustees, to have the system pay all or a portion of an eligible rollover distribution directly to an eligible retirement plan, specified by the member or the member’s surviving spouse, in a direct rollover. If a member or a member’s surviving spouse elects a partial direct rollover, the amount of funds elected for the partial direct rollover must equal or exceed five hundred dollars.

[94 Acts, ch 1183, §9](https://www.legis.iowa.gov/docs/acts/1994/CH1183.pdf); [2008 Acts, ch 1032, §201](https://www.legis.iowa.gov/docs/acts/2008/CH1032.pdf)

# 97A.7 Management of funds.

1. The board of trustees shall be the trustees of the retirement fund created by [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf) as provided in [section 97A.8](https://www.legis.iowa.gov/docs/code/97A.8.pdf) and shall have full power to invest and reinvest funds subject to the terms, conditions, limitations, and restrictions imposed by [subsection 2](https://www.legis.iowa.gov/docs/code/97A.7.pdf) and [chapters 12F](https://www.legis.iowa.gov/docs/code//12F.pdf), [12H](https://www.legis.iowa.gov/docs/code//12H.pdf), and [12J](https://www.legis.iowa.gov/docs/code//12J.pdf) and subject to like terms, conditions, limitations, and restrictions said trustees shall have full power to hold, purchase, sell, assign, transfer, or dispose of any of the securities and investments of the retirement fund which have been invested, as well as of the proceeds of said investments and any moneys belonging to the retirement fund. The board of trustees may authorize the treasurer of state to exercise any of the duties of [this section](https://www.legis.iowa.gov/docs/code/97A.7.pdf). When so authorized the treasurer of state shall report any transactions to the board of trustees at its next monthly meeting.
2. The retirement fund created by [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf) may be invested in any investments authorized for the Iowa public employees’ retirement system in [section 97B.7A](https://www.legis.iowa.gov/docs/code/97B.7A.pdf).
3. The treasurer of state shall be the custodian of the retirement fund. All payments from the retirement fund shall be made by the treasurer only upon vouchers signed by two persons designated by the board of trustees. A duly attested copy of the resolution of the board of trustees designating such persons and bearing on its face specimen signatures of such persons shall be filed with the treasurer of state as the treasurer’s authority for making payments on such vouchers. No voucher shall be drawn unless it shall previously have been allowed by resolution of the board of trustees.
4. A member of the board of trustees or an employee of the department of public safety shall not have a direct interest in the gains or profits of any investment made by the board of trustees. A trustee shall not receive any pay or emolument for the trustee’s services. A trustee or employee of the department of public safety shall not directly or indirectly use the assets of the system except to make current and necessary payments as authorized by the board of trustees, nor shall a trustee or employee of the department of public safety become an endorser or surety or become in any manner an obligor for moneys loaned by or borrowed from the board of trustees.

[C50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §97A.7]

[86 Acts, ch 1245, §248](https://www.legis.iowa.gov/docs/acts/1986/CH1245.pdf); [96 Acts, ch 1187, §92](https://www.legis.iowa.gov/docs/acts/96/CH1187.pdf); [97 Acts, ch 23, §9](https://www.legis.iowa.gov/docs/acts/97/CH0023.pdf); [2001 Acts, ch 68, §6, 24](https://www.legis.iowa.gov/docs/acts/2001/CH0068.pdf);

[2003 Acts, ch 145, §169](https://www.legis.iowa.gov/docs/acts/2003/CH0145.pdf); [2007 Acts, ch 39, §9](https://www.legis.iowa.gov/docs/acts/2007/CH0039.pdf); [2008 Acts, ch 1171, §10](https://www.legis.iowa.gov/docs/acts/2008/CH1171.pdf); [2011 Acts, ch 82, §9](https://www.legis.iowa.gov/docs/acts/2011/CH0082.pdf);

[2017 Acts, ch 29, §35](https://www.legis.iowa.gov/docs/acts/2017/CH0029.pdf)

Referred to in [§97A.5](https://www.legis.iowa.gov/docs/code/97A.5.pdf)

# 97A.8 Method of financing.

There is hereby created as a special fund, separate and apart from all other public moneys or funds of this state, the peace officers’ retirement, accident, and disability system retirement fund, hereafter called the *“retirement fund”*. All the assets of the system created and established by [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf) shall be credited to the retirement fund.

1. All moneys for the payment of all pensions and other benefits payable from contributions made by the state and from which shall be paid the lump-sum death benefits for all members payable from the said contributions shall be accumulated in the retirement fund. The refunds and benefits for all members and beneficiaries shall be payable from the retirement fund. Contributions to and payments from the retirement fund shall be as follows:
   1. On account of each member there shall be paid annually into the retirement fund by the state of Iowa an amount equal to a certain percentage of the earnable compensation of the member to be known as the “normal contribution”. The rate percent of such contribution shall be fixed on the basis of the liabilities of the retirement system as shown by annual actuarial valuations.
   2. (1) On the basis of the actuarial methods and assumptions, rate of interest, and of the mortality, interest, and other tables adopted by the board of trustees, the board of trustees, upon the advice of the actuary hired by the board for that purpose, shall make each valuation required by [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf) pursuant to the requirements of [section 97A.5](https://www.legis.iowa.gov/docs/code/97A.5.pdf) and shall immediately after making such valuation, determine the “normal contribution rate”. The normal contribution rate shall be the rate percent of the earnable compensation of all members equal to the rate required by the system to discharge its liabilities, stated as a percentage of the earnable compensation of all members, and reduced by the employee contribution rate provided in [this subsection](https://www.legis.iowa.gov/docs/code/97A.8.pdf). However, the normal rate of contribution shall not be less than seventeen percent.
2. Notwithstanding the provisions of subparagraph (1) to the contrary, the normal contribution rate shall be as follows:
   1. For the fiscal year beginning July 1, 2008, nineteen percent.
   2. For the fiscal year beginning July 1, 2009, twenty-one percent.
   3. For the fiscal year beginning July 1, 2010, twenty-three percent.
   4. For the fiscal year beginning July 1, 2011, twenty-five percent.
   5. For the fiscal year beginning July 1, 2012, twenty-seven percent.
   6. For the fiscal year beginning July 1, 2013, twenty-nine percent.
   7. For the fiscal year beginning July 1, 2014, thirty-one percent.
   8. For the fiscal year beginning July 1, 2015, thirty-three percent.
   9. For the fiscal year beginning July 1, 2016, thirty-five percent.
   10. For each fiscal year beginning on or after July 1, 2017, the lesser of thirty-seven percent or the normal contribution rate as calculated pursuant to subparagraph (1).
   11. The total amount payable in each year to the retirement fund shall not be less than the rate percent known as the normal contribution rate of the total compensation earnable by all members during the year. However, the aggregate payment by the state shall be sufficient when combined with the amount in the retirement fund to provide the pensions and other benefits payable out of the retirement fund during the then current year.
   12. All lump-sum death benefits on account of death in active service payable from contributions of the state shall be paid from the retirement fund.
   13. Except as otherwise provided in paragraph *“g”*:
3. An amount equal to three and one-tenth percent of each member’s compensation from the earnable compensation of the member shall be paid to the retirement fund for the fiscal year beginning July 1, 1989.
4. An amount equal to four and one-tenth percent of each member’s compensation from the earnable compensation of the member shall be paid to the retirement fund for the fiscal year beginning July 1, 1990.
5. An amount equal to five and one-tenth percent of each member’s compensation from the earnable compensation of the member shall be paid to the retirement fund for the fiscal year beginning July 1, 1991.
6. An amount equal to six and one-tenth percent of each member’s compensation from the earnable compensation of the member shall be paid to the retirement fund for the fiscal year beginning July 1, 1992.
7. An amount equal to seven and one-tenth percent of each member’s compensation from the earnable compensation of the member shall be paid to the retirement fund for the fiscal year beginning July 1, 1993.
8. An amount equal to eight and one-tenth percent of each member’s compensation from the earnable compensation of the member shall be paid to the retirement fund for the fiscal period beginning July 1, 1994, through December 31, 1994, and an amount equal to eight and thirty-five hundredths percent of each member’s compensation from the earnable compensation of the member shall be paid to the retirement fund for the fiscal period beginning January 1, 1995, through June 30, 1995.
9. An amount equal to nine and thirty-five hundredths percent of each member’s compensation from the earnable compensation of the member shall be paid to the retirement fund for the fiscal year beginning July 1, 1995.
10. (a) For purposes of this subparagraph, the *“applicable employee percentage”* shall be as follows:
    1. For the fiscal period beginning July 1, 2006, and ending June 30, 2011, nine and thirty-five hundredths percent.
    2. For the fiscal year beginning July 1, 2011, nine and eighty-five hundredths percent.
    3. For the fiscal year beginning July 1, 2012, ten and thirty-five hundredths percent.
    4. For the fiscal year beginning July 1, 2013, ten and eighty-five hundredths percent.
    5. For the fiscal period beginning July 1, 2014, and ending June 30, 2020, eleven and four-tenths percent.
    6. For the fiscal year beginning July 1, 2020, and each fiscal year thereafter, eleven and thirty-five hundredths percent, plus an additional percentage, as determined by the board of trustees pursuant to the actuarial investigation required in [section 97A.5, subsection 11](https://www.legis.iowa.gov/docs/code/97A.5.pdf), paragraph *“b”*, necessary to finance the costs associated with providing that cancer and infectious disease are presumed to be a disease contracted while a member of the system is on active duty as provided in [section 97A.6, subsection 5](https://www.legis.iowa.gov/docs/code/97A.6.pdf).

(b) Notwithstanding any other provision of [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf), beginning July 1, 1996, and each fiscal year thereafter, an amount equal to the member’s contribution rate times each member’s compensation shall be paid to the retirement fund from the earnable compensation of the member. For the purposes of this subparagraph, the member’s contribution rate shall be the applicable employee percentage.

* 1. (1) The board of trustees shall certify to the director of the department of administrative services and the director of the department of administrative services shall cause to be deducted from the earnable compensation of each member the contribution required under [this subsection](https://www.legis.iowa.gov/docs/code/97A.8.pdf) and shall forward the contributions to the board of trustees for recording and for deposit in the retirement fund.

(2) The deductions provided for under [this subsection](https://www.legis.iowa.gov/docs/code/97A.8.pdf) shall be made notwithstanding that the minimum compensation provided by law for any member is reduced. Every member is deemed to consent to the deductions made under [this section](https://www.legis.iowa.gov/docs/code/97A.8.pdf).

* 1. Notwithstanding the provisions of paragraph *“e”*, the following transition percentages apply to members’ contributions as specified:

1. For members who on July 1, 1990, have attained the age of forty-nine years or more, an amount equal to nine and one-tenth percent of each member’s compensation from the earnable compensation of the member shall be paid to the retirement fund for the fiscal period beginning July 1, 1990, through October 15, 1992, and commencing October 16, 1992, and for each subsequent fiscal period, the rates specified in paragraph *“e”*, subparagraphs (4) through (8), shall apply.
2. For members who on July 1, 1990, have attained the age of forty-eight years but have not attained the age of forty-nine years, an amount equal to eight and one-tenth percent shall be paid for the fiscal year beginning July 1, 1990, and an amount equal to nine and one-tenth percent shall be paid for the fiscal period beginning July 1, 1991, through October 15, 1992, and commencing October 16, 1992, and for each subsequent fiscal period, the rates specified in paragraph *“e”*, subparagraphs (4) through (8), shall apply.
3. For members who on July 1, 1990, have attained the age of forty-seven years but have not attained the age of forty-eight years, an amount equal to seven and one-tenth percent shall be paid for the fiscal year beginning July 1, 1990, an amount equal to eight and one-tenth percent shall be paid for the fiscal year beginning July 1, 1991, and an amount equal to nine and one-tenth percent shall be paid for the fiscal period beginning July 1, 1992, through October 15, 1992, and commencing October 16, 1992, and for each subsequent fiscal period, the rates specified in paragraph *“e”*, subparagraphs (4) through (8), shall apply.
4. For members who on July 1, 1990, have attained the age of forty-six years but have not attained the age of forty-seven years, an amount equal to six and one-tenth percent shall be paid for the fiscal year beginning July 1, 1990, an amount equal to seven and one-tenth percent shall be paid for the fiscal year beginning July 1, 1991, an amount equal to eight and one-tenth percent shall be paid for the fiscal period beginning July 1, 1992, through October 15, 1992, and commencing October 16, 1992, and for each subsequent fiscal period, the rates specified in paragraph *“e”*, subparagraphs (4) through (8), shall apply.
5. For members who on July 1, 1990, have attained the age of forty-five years but have not attained the age of forty-six years, an amount equal to five and one-tenth percent shall be paid for the fiscal year beginning July 1, 1990, an amount equal to six and one-tenth percent shall be paid for the fiscal year beginning July 1, 1991, and an amount equal to seven and one-tenth percent shall be paid for the fiscal period beginning July 1, 1992, through October 15, 1992. Commencing October 16, 1992, and for each subsequent fiscal period, the rates specified in paragraph *“e”*, subparagraphs (4) through (8), shall apply.
   1. (1) Notwithstanding paragraph *“f ”* or other provisions of [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf), beginning January 1, 1995, for federal income tax purposes, and beginning January 1, 1999, for state income tax purposes, member contributions required under paragraph *“e”* or *“g”* which are picked up by the department shall be considered employer contributions for federal and state income tax purposes, and the department shall pick up the member contributions to be made under paragraph *“e”* or *“g”* by its employees. The department shall pick up these contributions by reducing the salary of each of its employees covered by [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf) by the amount which each employee is required to contribute under paragraph *“e”* or *“g”* and shall certify the amount picked up in lieu of the member contributions to the department of administrative services. The department of administrative services shall forward the amount of the contributions picked up to the board of trustees for recording and deposit in the retirement fund.

(2) Member contributions picked up by the department under subparagraph (1) shall be treated as employer contributions for federal and state income tax purposes only and for all other purposes of [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf) shall be treated as employee contributions and deemed part of the employee’s earnable compensation or salary.

*I.* Notwithstanding any provision of [this subsection](https://www.legis.iowa.gov/docs/code/97A.8.pdf) to the contrary, if any statutory changes are enacted by any session of the general assembly meeting after January 1, 2011, which increases the cost to the system, the system shall, if the increased cost cannot be absorbed within the contribution rates otherwise established pursuant to [this subsection](https://www.legis.iowa.gov/docs/code/97A.8.pdf) at the time the statutory changes are enacted, increase the normal contribution rate and the member’s contribution rate as necessary to cover any increase in cost by providing that sixty percent of the additional cost of such statutory changes shall be paid by the employer under paragraph *“c”* and forty percent of the additional cost shall be paid by employees under paragraph *“e”*, subparagraph (8).

1. *a.* All the expenses necessary in connection with the administration and operation of the system shall be paid from the retirement fund. Investment management expenses shall be charged to the investment income of the system and there is appropriated from the system an amount required for the investment management expenses. The board of trustees shall report the investment management expenses for the fiscal year as a percent of the market value of the system.

*b.* For purposes of [this subsection](https://www.legis.iowa.gov/docs/code/97A.8.pdf), investment management expenses are limited to the following:

1. Fees for investment advisors, consultants, and investment management and benefit consultant firms hired by the board of trustees in administering [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf).
2. Fees and costs for safekeeping fund assets.
3. Costs for performance and compliance monitoring, and accounting for fund investments.
4. Any other costs necessary to prudently invest or protect the assets of the fund. [C50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §97A.8; [82 Acts, ch 1261, §9](https://www.legis.iowa.gov/docs/acts/1982/CH1261.pdf)]

[84 Acts, ch 1180, §8](https://www.legis.iowa.gov/docs/acts/1984/CH1180.pdf); [90 Acts, ch 1240, §11, 12](https://www.legis.iowa.gov/docs/acts/90/CH1240.pdf); [94 Acts, ch 1183, §10 – 12](https://www.legis.iowa.gov/docs/acts/94/CH1183.pdf); [96 Acts, ch 1187,](https://www.legis.iowa.gov/docs/acts/96/CH1187.pdf) [§93 – 96](https://www.legis.iowa.gov/docs/acts/96/CH1187.pdf); [98 Acts, ch 1174, §1, 6](https://www.legis.iowa.gov/docs/acts/98/CH1174.pdf); [2000 Acts, ch 1077, §7, 8](https://www.legis.iowa.gov/docs/acts/2000/CH1077.pdf); [2003 Acts, ch 145, §286](https://www.legis.iowa.gov/docs/acts/2003/CH0145.pdf); [2004 Acts,](https://www.legis.iowa.gov/docs/acts/2004/CH1101.pdf) [ch 1101, §15](https://www.legis.iowa.gov/docs/acts/2004/CH1101.pdf); [2008 Acts, ch 1032, §184, 201](https://www.legis.iowa.gov/docs/acts/2008/CH1032.pdf); [2008 Acts, ch 1171, §11](https://www.legis.iowa.gov/docs/acts/2008/CH1171.pdf); [2010 Acts, ch 1167, §7](https://www.legis.iowa.gov/docs/acts/2010/CH1167.pdf) [– 9](https://www.legis.iowa.gov/docs/acts/2010/CH1167.pdf); [2014 Acts, ch 1138, §28, 29](https://www.legis.iowa.gov/docs/acts/2014/CH1138.pdf)

Referred to in [§97A.5](https://www.legis.iowa.gov/docs/code/97A.5.pdf), [97A.7](https://www.legis.iowa.gov/docs/code/97A.7.pdf), [97A.9](https://www.legis.iowa.gov/docs/code/97A.9.pdf), [97A.11A](https://www.legis.iowa.gov/docs/code/97A.11A.pdf), [97A.14A](https://www.legis.iowa.gov/docs/code/97A.14A.pdf), [97A.16](https://www.legis.iowa.gov/docs/code/97A.16.pdf), [97B.42B](https://www.legis.iowa.gov/docs/code/97B.42B.pdf)

# 97A.9 Military service exceptions.

A member who is absent from duty as a peace officer while serving in the armed services of the United States or its allies and is discharged or separated from service in the armed forces under honorable conditions shall have the period of absence while serving in the armed services on other than a voluntary basis and one period of absence, not in excess of four years, while serving in the armed forces on a voluntary basis, included as part of the member’s period of service in the department. The member is not required to continue the contributions required of the member under [section 97A.8](https://www.legis.iowa.gov/docs/code/97A.8.pdf), during the period of military service, if the member, within one year after the member has been discharged or separated under honorable conditions from military service returns, and resumes the member’s duties in the department, and if the member is declared physically capable to resume those duties upon examination by the medical board.

[C50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §97A.9]

[88 Acts, ch 1242, §7](https://www.legis.iowa.gov/docs/acts/1988/CH1242.pdf)

# 97A.10 Purchase of eligible service credit.

1. For purposes of [this section](https://www.legis.iowa.gov/docs/code/97A.10.pdf):
2. (1) *“Eligible qualified service”* means service as a member of a city fire retirement system or police retirement system operating under [chapter 411](https://www.legis.iowa.gov/docs/code//411.pdf) prior to January 1, 1992, for which service was not eligible to be transferred to this system pursuant to [section 97A.17](https://www.legis.iowa.gov/docs/code/97A.17.pdf).

(2) *“Eligible qualified service”* under this paragraph *“a”* does not include service if the receipt of credit for such service would result in the member receiving a retirement benefit under more than one retirement plan for the same period of service.

1. *“Permissive service credit”* means credit that will be recognized by the retirement system for purposes of calculating a member’s benefit, for which the member did not previously receive service credit in the retirement system, and for which the member voluntarily contributes to the retirement system the amount required by the retirement system, not in excess of the amount necessary to fund the benefit attributable to such service.
2. An active member of the system may make contributions to the system to purchase up to the maximum amount of permissive service credit for eligible qualified service as determined by the system, pursuant to Internal Revenue Code section 415(n) and the requirements of [this](https://www.legis.iowa.gov/docs/code/97A.10.pdf) [section](https://www.legis.iowa.gov/docs/code/97A.10.pdf). A member seeking to purchase permissive service credit pursuant to [this section](https://www.legis.iowa.gov/docs/code/97A.10.pdf) shall file a written application along with appropriate documentation with the department by July 1, 2011.
3. A member making contributions for a purchase of permissive service credit for eligible qualified service under [this section](https://www.legis.iowa.gov/docs/code/97A.10.pdf) shall make contributions in an amount equal to the actuarial cost of the permissive service credit purchase, less an amount equal to the member’s contributions under [chapter 411](https://www.legis.iowa.gov/docs/code//411.pdf) for the period of eligible qualified service together with interest at a rate determined by the board of trustees. For purposes of  [this subsection](https://www.legis.iowa.gov/docs/code/97A.10.pdf), the actuarial cost of the permissive service credit purchase is an amount determined by the system in accordance with actuarial tables, as reported to the system by the system’s actuary, which reflects the actuarial cost necessary to fund an increased retirement allowance resulting from the purchase of permissive service credit.

[2006 Acts, ch 1028, §1](https://www.legis.iowa.gov/docs/acts/2006/CH1028.pdf); [2008 Acts, ch 1032, §201](https://www.legis.iowa.gov/docs/acts/2008/CH1032.pdf); [2010 Acts, ch 1167, §10, 11](https://www.legis.iowa.gov/docs/acts/2010/CH1167.pdf)

# 97A.10A Purchase of service credit for military service.

1. An active member of the system who has been a member of the retirement system five or more years may elect to purchase up to five years of service credit for military service, other than military service required to be recognized under Internal Revenue Code §414(u) or under the federal Uniformed Services Employment and Reemployment Rights Act, that will be recognized by the retirement system for purposes of calculating a member’s benefit, pursuant to Internal Revenue Code §415(n) and the requirements of [this section](https://www.legis.iowa.gov/docs/code/97A.10A.pdf).
2. *a.* A member seeking to purchase service credit pursuant to [this section](https://www.legis.iowa.gov/docs/code/97A.10A.pdf) shall file a written application with the system requesting an actuarial determination of the cost of a purchase of service credit. Upon receipt of the cost estimate for the purchase of service from the system, the member may make contributions to the system in an amount equal to the actuarial cost of the service credit purchase.

*b.* For purposes of [this subsection](https://www.legis.iowa.gov/docs/code/97A.10A.pdf), the actuarial cost of the service credit purchase is an amount determined by the system in accordance with actuarial tables, as reported to the system by the system’s actuary, which reflects the actuarial cost necessary to fund an increased retirement allowance resulting from the purchase of service credit.

1. The system shall ensure that the member, in exercising an option provided in [this section](https://www.legis.iowa.gov/docs/code/97A.10A.pdf), does not exceed the amount of annual additions to a member’s account permitted pursuant to §415 of the Internal Revenue Code.
2. The board of trustees shall adopt rules providing for the implementation and administration of [this section](https://www.legis.iowa.gov/docs/code/97A.10A.pdf).

[2010 Acts, ch 1171, §2](https://www.legis.iowa.gov/docs/acts/2010/CH1171.pdf)

# 97A.11 Contributions by the state.

On or before the first day of January in each year, the board of trustees shall certify to the director of the department of administrative services the amounts which will become due and payable during the fiscal year next following to the retirement fund. The amounts so certified shall be paid by the director of the department of administrative services out of the funds appropriated for the Iowa department of public safety, to the treasurer of state, the same to be credited to the system for the ensuing fiscal year.

[C50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §97A.11]

[2003 Acts, ch 145, §286](https://www.legis.iowa.gov/docs/acts/2003/CH0145.pdf); [2008 Acts, ch 1171, §12](https://www.legis.iowa.gov/docs/acts/2008/CH1171.pdf); [2010 Acts, ch 1167, §12](https://www.legis.iowa.gov/docs/acts/2010/CH1167.pdf)

# 97A.11A Supplemental state appropriation.

1. Beginning with the fiscal year commencing July 1, 2013, and ending June 30 of the fiscal year during which the board determines that the system’s funded ratio of assets to liabilities is at least eighty-five percent, there is appropriated from the general fund of the state for each fiscal year to the retirement fund described in [section 97A.8](https://www.legis.iowa.gov/docs/code/97A.8.pdf), an amount equal to five million dollars.
2. Moneys appropriated by the state pursuant to [this section](https://www.legis.iowa.gov/docs/code/97A.11A.pdf) shall not be used to reduce the normal rate of contribution by the state below seventeen percent.

[2010 Acts, ch 1167, §13](https://www.legis.iowa.gov/docs/acts/2010/CH1167.pdf); [2012 Acts, ch 1138, §3](https://www.legis.iowa.gov/docs/acts/2012/CH1138.pdf)

# 97A.12 Exemption from execution and other process or assignment — exceptions.

The right of any person to a pension, annuity, or retirement allowance, to the return of contributions, the pension, annuity, or retirement allowance itself, any optional benefit or death benefit, any other right accrued or accruing to any person under [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf), and the moneys in the retirement fund created under [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf), are not subject to execution, garnishment, attachment, or any other process whatsoever, and are unassignable except for the purposes of enforcing child, spousal, or medical support obligations or marital property orders, or as otherwise specifically provided in [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf). For the purposes of enforcing child, spousal, or medical support obligations, the garnishment or attachment of or the execution against compensation due a person under [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf) shall not exceed the amount specified in 15 U.S.C. §1673(b).

[C50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §97A.12]

[89 Acts, ch 228, §1](https://www.legis.iowa.gov/docs/acts/1989/CH0228.pdf); [96 Acts, ch 1187, §97](https://www.legis.iowa.gov/docs/acts/1996/CH1187.pdf); [2008 Acts, ch 1171, §13](https://www.legis.iowa.gov/docs/acts/2008/CH1171.pdf)

# 97A.13 Protection against fraud.

Any person who shall knowingly make any false statement, or shall falsify or permit to be falsified any record or records of the system in any attempt to defraud the system as a result of such act, shall be guilty of a fraudulent practice. Should any change or error in records result in any member or beneficiary receiving from the system more or less than the person would have been entitled to receive had the records been correct, the board of trustees shall correct such error, and, as far as practicable, shall adjust the payments in such a manner that the actuarial equivalent of the benefit to which such member or beneficiary was correctly entitled, shall be paid.

[C50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §97A.13]

Fraudulent practices, see [§714.8](https://www.legis.iowa.gov/docs/code/714.8.pdf)

# 97A.14 Hospitalization and medical attention.

1. The board of trustees shall provide hospital, nursing, and medical attention for the members in service when injured while in the performance of their duties and shall continue to provide hospital, nursing, long-term care, and medical attention for injuries or diseases incurred while in the performance of their duties for the members but only while the members are still receiving a retirement allowance under [section 97A.6, subsection 6](https://www.legis.iowa.gov/docs/code/97A.6.pdf). The cost of hospital, nursing, and medical attention shall be paid out of the retirement fund. However, any amounts received by the injured person under the workers’ compensation law of the state, or from any other source for such specific purposes, shall be deducted from the amount paid by the board of trustees under [this section](https://www.legis.iowa.gov/docs/code/97A.14.pdf).
2. For purposes of [this section](https://www.legis.iowa.gov/docs/code/97A.14.pdf), medical attention shall include but not be limited to services provided by licensed medical personnel to include office, hospital, nursing home care, long-term care, and prescriptions for medicine or equipment. Within twelve months of receiving treatment or incurring a cost with direct correlation to the disabling condition, the beneficiary of an accidental disability benefit shall submit a written request for reimbursement to the board. A denial of reimbursement by the board shall be subject to judicial review in the same manner as any other action by the board in accordance with [section 97A.6, subsection 13](https://www.legis.iowa.gov/docs/code/97A.6.pdf).

[C73, 75, 77, 79, 81, §97A.14]

[2008 Acts, ch 1171, §14](https://www.legis.iowa.gov/docs/acts/2008/CH1171.pdf); [2010 Acts, ch 1167, §14](https://www.legis.iowa.gov/docs/acts/2010/CH1167.pdf)

Referred to in [§97A.14A](https://www.legis.iowa.gov/docs/code/97A.14A.pdf)

# 97A.14A Liability of third parties — subrogation.

1. If, on or after July 1, 2002, a member receives an injury or dies for which benefits are payable under [section 97A.6, subsection 3, 5, 8, or 9](https://www.legis.iowa.gov/docs/code/97A.6.pdf), or [section 97A.14](https://www.legis.iowa.gov/docs/code/97A.14.pdf), and if the injury or death is caused under circumstances creating a legal liability for damages against a third party other than the system, the system, the member, or the member’s dependent or the trustee ofthe dependent may maintain an action for damages against the third party as provided by [this](https://www.legis.iowa.gov/docs/code/97A.14A.pdf) [section](https://www.legis.iowa.gov/docs/code/97A.14A.pdf). If a member, the member’s dependent, or the trustee of the dependent commences such an action, the plaintiff member, dependent, or trustee shall serve a copy of the original notice upon the system not less than ten days before the trial of the action, but a failure to serve the notice does not prejudice the rights of the system, and the following rights and duties ensue:
   1. The system shall be indemnified out of the recovery of damages to the extent of benefit payments made by the system, with legal interest, except that the attorney fees and expenses of the plaintiff member, dependent, or trustee may be first allowed by the district court.
   2. The system has a lien on the damage claim against the third party and on any judgment on the damage claim for benefits for which the system is liable. In order to continue and preserve the lien, the system shall file a notice of the lien within thirty days after receiving a copy of the original notice in the office of the clerk of the district court in which the action is filed.
2. If a member, the member’s dependent, or the trustee of the dependent fails to bring an action for damages against a third party within ninety days after the system, through the board of trustees, requests the member, the member’s dependent, or the trustee of the dependent in writing to do so, then the system is subrogated to the rights of the member and may, by action of the board of trustees, maintain the action against the third party, and may recover damages for the injury or death to the same extent that the member, the member’s dependent, or the trustee of the dependent may recover damages for the injury or death. If the system recovers damages in the action, the court shall enter judgment for distribution of the recovery as follows:
   1. A sum sufficient to repay the system for the amount of such benefits actually paid by the system up to the time of the entering of the judgment.
   2. A sum sufficient to pay the system the present worth, computed at the interest rate provided in [section 535.3](https://www.legis.iowa.gov/docs/code/535.3.pdf) for court judgments and decrees, of the future payments of such benefits for which the system is liable until the member attains the age of fifty-five, but the sum is not a final adjudication of the future payment which the member is entitled to receive.
   3. Any balance of the recovery remaining after distribution of the recovery pursuant to paragraphs *“a”* and *“b”* shall be paid to the member or the member’s beneficiary.
3. Before a settlement is effective between the system and a third party who is liable for any injury, the member, the member’s dependent, or the trustee of the dependent must consent in writing to the settlement; and if the settlement is between the member, the member’s dependent, or the trustee of the dependent and a third party, the system must consent in writing to the settlement; or on refusal to consent, in either case, the workers’ compensation commissioner must consent in writing to the settlement.
4. For purposes of subrogation under [this section](https://www.legis.iowa.gov/docs/code/97A.14A.pdf), a payment made to an injured member, the member’s guardian, or the member’s legal representative, by or on behalf of a third party or the third party’s principal or agent, who is liable for, connected with, or involved in causing the injury or death to the member, shall be considered paid as damages because the injury or death was caused under circumstances creating a legal liability against the third party, whether the payment is made under a covenant not to sue, compromise settlement, denial of liability, or is otherwise made.
5. All funds recovered by the system under [this section](https://www.legis.iowa.gov/docs/code/97A.14A.pdf) shall be deposited in the retirement fund created in [section 97A.8](https://www.legis.iowa.gov/docs/code/97A.8.pdf).

[2002 Acts, ch 1135, §4](https://www.legis.iowa.gov/docs/acts/2002/CH1135.pdf); [2008 Acts, ch 1171, §15](https://www.legis.iowa.gov/docs/acts/2008/CH1171.pdf)

# 97A.15 Vested and retired members before July 1, 1979 — annuity or withdrawal of contributions.

1. Members who became vested and terminated service prior to July 1, 1979, and members receiving an annuity from accumulated contributions made prior to July 1, 1979, shall continue to receive the benefits the member was entitled to under the provisions of [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf), as [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf) was effective on the date of the member’s retirement or vested termination.
2. For the purposes of [this section](https://www.legis.iowa.gov/docs/code/97A.15.pdf):
3. *“Accumulated contributions”* means the sum of all amounts deducted from the compensation of a member and credited to the member’s individual account in the annuity savings fund together with regular interest thereon as provided in [this subsection](https://www.legis.iowa.gov/docs/code/97A.15.pdf). Accumulated contributions do not include any amount deducted from the compensation of a member and credited to the retirement fund.
4. *“Annuity”* means annual payments for life derived from the accumulated contributions of a member. All annuities shall be payable in monthly installments.
5. *“Annuity reserve”* shall mean the present value of all payments to be made on account of an annuity, or benefit in lieu of an annuity, granted under the provisions of [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf), upon the basis of such mortality tables as shall be adopted by the board of trustees, and regular interest.
6. *“Annuity savings fund”* means the account maintained by the board of trustees in which the accumulated contributions of the members were deposited prior to July 1, 1979, to provide for their annuities.
7. *“Annuity reserve fund”* means the account maintained by the board of trustees from which shall be paid all annuities and all benefits in lieu of annuities payable as provided in [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf) as [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf) was effective on June 30, 1978.
8. *“Regular interest”* means interest at the rate of four percent per annum, compounded annually and credited to the member’s account as of the date of the member’s retirement or termination from employment.
9. *“Member who became vested”* and *“vested member”* mean a member who has been a member of the retirement system four or more years and is entitled to benefits under [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf).
10. Beginning July 1, 1979, the board of trustees shall maintain and invest funds in the annuity reserve fund and the annuity savings fund which had been contributed by members prior to July 1, 1979. Members receiving an annuity as a portion of their retirement or disability benefits on June 30, 1979, shall continue to receive such annuity from the annuity reserve fund maintained by the board of trustees. Members receiving an annuity, if reemployed under service covered by [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf), shall cease to receive retirement benefits.
11. The accumulated contributions of a member withdrawn by the member or paid to the member’s estate or designated beneficiary in the event of the member’s death shall be paid from the annuity savings fund account. Upon the retirement of a member, the member’s accumulated contributions shall be transferred from the annuity savings fund to the annuity reserve fund.
12. A member of the retirement system prior to July 1, 1979, with fifteen or more years of service whose employment was terminated prior to retirement, other than by death or disability, is entitled to receipt of the member’s accumulated contributions upon retirement together with other retirement benefits provided in the law on the date of the member’s retirement.
13. Any member in service prior to July 1, 1979, may at the time of retirement withdraw the member’s accumulated contributions made before July 1, 1979, or receive an annuity which shall be the actuarial equivalent of the member’s accumulated contributions at the time of the member’s retirement.
14. Notwithstanding [subsections 1, 3, 4, 5, and 6](https://www.legis.iowa.gov/docs/code/97A.15.pdf) of [this section](https://www.legis.iowa.gov/docs/code/97A.15.pdf), an active or vested member may request in writing and receive from the board of trustees, the member’s accumulated contributions from the annuity savings’ fund at the discretion of the board of trustees and remain eligible to receive benefits under [section 97A.6](https://www.legis.iowa.gov/docs/code/97A.6.pdf). However, a member with fifteen or more years of service prior to July 1, 1979, is not eligible for a service retirement allowance under [section 97A.6](https://www.legis.iowa.gov/docs/code/97A.6.pdf) if the member withdrew the member’s accumulated contributions from the annuity savings fund prior to July 1, 1979, except as provided in [section 97A.4](https://www.legis.iowa.gov/docs/code/97A.4.pdf). However, the board shall not liquidate securities at a loss for the sole purpose of returning the accumulated contributions to the members. All requested accumulated contributions shall be returned prior to July 1, 1984.
15. The actuary shall annually determine the amount required in the annuity reserve fund. If the amount required is less than the amount in the annuity reserve fund, the board of trustees shall transfer the excess funds from the annuity reserve fund to the retirement fund. If the amount required is more than the amount in the annuity reserve fund, the board of trustees shall transfer the amount prescribed by the actuary to the annuity reserve fund from the retirement fund.

[C50, 54, 58, 62, 66, 71, 73, 75, 77, §97A.1(10, 11, 15, 18), 97A.8(1, 2); C79, 81, §97A.15]

[90 Acts, ch 1240, §13](https://www.legis.iowa.gov/docs/acts/1990/CH1240.pdf); [2008 Acts, ch 1171, §16, 17](https://www.legis.iowa.gov/docs/acts/2008/CH1171.pdf)

Referred to in [§97A.4](https://www.legis.iowa.gov/docs/code/97A.4.pdf)

# 97A.16 Withdrawal of contributions — repayment.

1. Commencing July 1, 1990, if an active member, in service on or after that date, terminates service, other than by death or disability, the member may elect to withdraw the member’s contributions under [section 97A.8, subsection 1](https://www.legis.iowa.gov/docs/code/97A.8.pdf), paragraphs *“f”* and *“h”*, together with interest thereon at a rate determined by the board of trustees. If a member withdraws contributions as provided in [this section](https://www.legis.iowa.gov/docs/code/97A.16.pdf), the member shall be deemed to have waived all claims for other benefits from the system for the period of membership service for which the contributions are withdrawn.
2. A layoff for an indefinite period of time shall be deemed to be a termination of service for the purposes of [this section](https://www.legis.iowa.gov/docs/code/97A.16.pdf). A member who withdraws the member’s contributions as provided in [this section](https://www.legis.iowa.gov/docs/code/97A.16.pdf) following a layoff for an indefinite period of time and who is subsequently recalled to service may repay the contributions. The contributions repaid by the member for such service shall be equal to the amount of contributions withdrawn, plus interest computed based upon the investment interest rate assumption established by the board of trustees as of the time the contributions are repaid. However, the member must make the contributions within two years of the date of the member’s return to service. The period of membership service for which contributions are repaid shall be treated as though the contributions were never withdrawn.

[90 Acts, ch 1240, §14](https://www.legis.iowa.gov/docs/acts/1990/CH1240.pdf); [93 Acts, ch 44, §2](https://www.legis.iowa.gov/docs/acts/1993/CH0044.pdf)

Referred to in [§97A.6](https://www.legis.iowa.gov/docs/code/97A.6.pdf), [411.31](https://www.legis.iowa.gov/docs/code/411.31.pdf)

# 97A.17 Optional transfers with chapter 411.

1. For purposes of [this section](https://www.legis.iowa.gov/docs/code/97A.17.pdf) unless the context otherwise requires:
   1. *“Average accrued benefit”* means the average of the amounts representing the present value of the accrued benefit earned by the member determined by the former system and the present value of the accrued benefit earned by the member determined by the current system.
   2. *“Current system”* means the eligible retirement system in which a person has commenced employment covered by the system after having terminated employment covered by the former system.
   3. *“Eligible retirement system”* means the system created under [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf) and the statewide fire and police retirement system established in [chapter 411](https://www.legis.iowa.gov/docs/code//411.pdf).
   4. *“Former system”* means the eligible retirement system in which a person has terminated employment covered by the system prior to commencing employment covered by the current system.
   5. *“Refund liability”* means the amount the member may elect to withdraw from the former system under [section 411.23](https://www.legis.iowa.gov/docs/code/411.23.pdf).
2. Commencing July 1, 1996, a vested member of an eligible retirement system who terminates employment covered by one eligible retirement system and, within one year, commences employment covered by the other eligible retirement system may elect to transfer the greater of the average accrued benefit or the refund liability earned from the former system to the current system. The member shall file an application with the current system for transfer of the greater of the average accrued benefit or the refund liability within ninety days of the commencement of employment with the current system.
3. Notwithstanding [subsection 2](https://www.legis.iowa.gov/docs/code/97A.17.pdf), a vested member whose employment with the current system commenced prior to July 1, 1996, may elect to transfer the average accrued benefit earned under the former system to the current system by filing an application with the current system for transfer of the average accrued benefit on or before July 1, 1997.
4. Upon receipt of an application for transfer as provided in [this section](https://www.legis.iowa.gov/docs/code/97A.17.pdf), the current system shall calculate the average accrued benefit and the refund liability and the former system shall transfer to the current system assets in an amount equal to the greater of the average accrued benefit or the refund liability. Once the transfer is completed, the member’s service under the former system shall be treated as membership service under the current system for purposes of [this chapter](https://www.legis.iowa.gov/docs/code//97A.pdf) and [chapter 411](https://www.legis.iowa.gov/docs/code//411.pdf).

[96 Acts, ch 1187, §98](https://www.legis.iowa.gov/docs/acts/1996/CH1187.pdf); [2002 Acts, ch 1135, §5, 6](https://www.legis.iowa.gov/docs/acts/2002/CH1135.pdf); [2004 Acts, ch 1103, §1 – 3](https://www.legis.iowa.gov/docs/acts/2004/CH1103.pdf)

Referred to in [§97A.10](https://www.legis.iowa.gov/docs/code/97A.10.pdf)