



REQUEST FOR PROPOSAL

Consulting Services for Pension Administration System and Service Delivery

RFP # O-2023-1

Issued August 28, 2023

Iowa Public Employees' Retirement System
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Des Moines, IA 50321
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PART 1

**PURPOSE, BACKGROUND INFORMATION,
MINIMUM REQUIREMENTS AND SCOPE OF SERVICES**

A. PURPOSE

1. The purpose of this Request for Proposal (RFP) is to hire a Consultant to provide advisory services, industry expertise, and recommendations related to Iowa Public Employees' Retirement System (IPERS) future Pension Administration System (PAS) and other service delivery related topics.
2. IPERS anticipates an initial engagement period of one year with five optional one-year extensions.
3. Respondents must satisfy all requirements for their proposal to receive consideration by IPERS.
4. Any firm that meets the requirements of this RFP is encouraged to submit a proposal. The RFP is available electronically on the IPERS website, www.ipers.org, and on the state of Iowa website, www.iowa.gov.

B. BACKGROUND INFORMATION

The IPERS plan is a multiple employer, defined benefit plan with qualified plan status under federal Internal Revenue Code section 401(a). IPERS provides retirement, survivor, disability, and death benefits to employees of Iowa's schools, cities, counties, state agencies, special service, and protection occupations.

IPERS is a trust fund of more than \$40 billion that pays more than \$2 billion in annual benefits.

IPERS has continuously partnered with Vitech Systems Inc. since 2006 for Pension Administration System products and services.

C. REQUIREMENTS

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

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

D. SCOPE OF SERVICES

Task 1/Deliverables

Provide a full range of consulting services related to IPERS future PAS transition including but not limited to:

- Reviewing, alongside IPERS, the Vitech analysis of IPERS current PAS system configuration compared to other Vitech PAS customer configurations, architecture, and functionality.
- Creating criteria to evaluate options between selecting a single PAS system vendor or building out a best-in-class hybrid SaaS architecture.
- Researching existing shared services models or relationships between public pension organizations and a shared PAS resource (i.e. IPERS as a service provider for smaller pension system(s)).
- Advising on PAS system vendor management and contract structure best practices and contract negotiation strategies.
- Identifying functional gaps within our current system and advising on what other modern systems in the industry are offering that IPERS is not.
- Supplying current PAS marketplace trends for modern system architectures and technologies and forecasting and estimating future PAS system investment.
- Providing specific guidance on industry trends for:
 - In-house co-development regarding on-prem, hybrid, and Cloud based PAS vendors
 - Content management system integration with a PAS Cloud architecture
 - Self-service functionality for document ingestion
 - Transition to electronic document submission and transmission
 - Use of AI and how that could be leveraged into IPERS' next solution

Task 2/Deliverables

Develop a PAS RFP for release at a future date TBD.

- Evaluate IPERS existing system requirements and specifications for reuse in PAS RFP.
- Create new system requirements and specifications for future functionality not existing in current PAS system.
- The PAS RFP should include how the vendor will satisfy IPERS PAS requirements, proposed staffing, project timeline, location where work will be completed, data conversion plan, system architecture, level of support during and after implementation, training details, cost, and other items as appropriate based on guidance from the Consultant to ensure a successful implementation.

Task 3/Deliverables

- Develop vendor selection criteria, evaluation template, and review process for RFP submissions.
- Design and model a PAS transition and operations plan that addresses Organizational Change Management and staffing needs related to the development, testing, and implementation of a new PAS, while continuing to support the existing PAS.

Task 4/Deliverables

Provide additional consulting on other pension related tasks as needed such as:

1. Enhancement of policies and procedures, including providing recommendations on additional policies to put in place.
2. Evaluation and improvement of cybersecurity, risk management, fraud protection and prevention, and security best practices.
3. Development of configuration and change and release management processes and systems.
4. Improvement of service delivery related business processes by incorporating Lean Six Sigma practices to increase efficiencies.

PART 2

ADMINISTRATIVE INFORMATION

A. INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. Consultants responding to this RFP must provide answers to the questions posed in Part 3 of this RFP. All proposals must be complete in every respect and must answer concisely and clearly all questions proposed by the RFP.
2. **Proposals shall be submitted with a cover letter stating in the affirmative that the Consultant meets each and all the minimum requirements listed in Part 1.C and is able and willing to provide the scope of services described in Part 1.D of this RFP.** The cover letter and the offer made by the proposal, and any clarifications to that proposal shall be signed by an officer of the offering firm or a designated agent empowered to bind the firm in a contract.
3. Proposals should follow the order of questions as they are asked in Part 3 of this RFP. In response to each question asked in Part 3, restate the **main** question (denoted by a number or a letter) in bold font followed by your answers stated in regular font. Responses should be thorough and answer the specific question asked (including the issues addressed in the bullet points following a question).
4. Supporting material must be clearly referenced to the applicable question posed in Part 3.
5. Communication regarding this RFP or the Consultant's proposal shall only be made to the RFP Coordinator identified in item 9 below, and Consultants should not discuss the RFP or their proposal with other IPERS staff or Board members. Consultants will be given the opportunity to submit written requests for clarification of questions or terms contained in the RFP. In all cases, verbal communications will not override written communications.
6. IPERS reserves the right to amend this RFP at any time. In the event IPERS amends the RFP, the amendment will be posted on IPERS' website at www.ipers.org. A Consultant's response to this RFP must include an acknowledgement of all such amendments.
7. **Proposals must be received no later than 5:00 p.m. Central time on September 29, 2023.**
8. A Consultant must email a complete electronic version of its proposal to erin.irvine@ipers.org. The email should be clearly marked with the subject "RFP #O-2023-1 Submission". Consultants that submit proposals that do not meet the minimum requirements will be so notified.
9. The RFP Coordinator is:

Erin Irvine
Iowa Public Employees' Retirement System

7401 Register Drive
Des Moines, IA 50321
Phone: (515) 281-0033
Email: erin.irvine@ipers.org

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

B. REJECTION OF PROPOSALS

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

C. DISCLOSURE OF PROPOSAL CONTENT

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

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

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

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

D. PROPOSAL OBLIGATIONS

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

E. DISPOSITION OF PROPOSALS

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

F. GRATUITIES

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

G. IOWA STATUTES AND RULES

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

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

H. SIGNATURE OF PROVIDER'S AGENT

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

I. AWARD OF MANDATE

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

J. EVALUATION OF PROPOSALS

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

K. EVALUATION CRITERIA

Proposals will be evaluated using the following criteria:

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

L. SCHEDULE OF EVENTS

1. **August 28, 2023** - RFP notice will be posted on the Department of Administrative Service's website for Targeted Small Businesses.
2. **August 30, 2023** - RFP will be posted on the IPERS website and the state bid opportunities website.
3. **September 8, 2023** - INQUIRIES - Inquiries and requests for interpretation or clarification of the RFP from potential bidders will be accepted only via email. All inquiries must be received no later than 5:00 p.m. Central time on this date. Consultants must email their inquiries to IPERS (with subject as "RFP #O-2023-1 Inquiry") at the following address: erin.irvine@ipers.org.
4. **September 15, 2023** - RESPONSE TO INQUIRIES - If possible, responses will be

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

5. **September 29, 2023** – PROPOSALS DUE – The proposal must be submitted by email to erin.irvine@ipers.org by 5:00 p.m. Central time on this date.
6. **October 2023** – FINALIST INTERVIEWS – if necessary.
7. **October 2023** (Tentative) – ANNOUNCEMENT OF SELECTION – The System will notify all Consultants that submitted a proposal of its selection, which shall be subject to successful negotiation of a contract with the selected firm(s).
8. **November 1, 2023** – CONTRACT START DATE.

M. AUTHORIZATION TO RELEASE INFORMATION

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

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

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

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

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

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

N. ETHICS POLICY DISCLOSURES

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

O. APPEALS

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

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

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

PART 3

QUESTIONNAIRES

The proposal must answer the following questions:

A. Organization / Firm

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

B. Project Team

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

C. Operations/Processes

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

D. Pricing

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

PART 4

REQUIRED CONTRACT TERMS AND CONDITIONS

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

INDEMNITY FROM LIABILITY

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

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

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

SOVEREIGN IMMUNITY

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

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

JURISDICTION OF DISPUTES

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

CONTRACT TERM

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