REQUEST FOR PROPOSALS FOR
INFORMATION TECHNOLOGY
STAFF AUGMENTATION SERVICES

Issued June 5, 2018

Responses due June 19, 2018, by 2:00 pm CDT
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I. Introduction

The Teachers’ Retirement System of the State of Illinois (the System or TRS) is requesting proposals from qualified organizations to provide Information Technology Staff Augmentation Services. TRS is seeking to supplement our permanent staff with contract Information Technology professionals on an as-needed basis. Multiple contractors across many disciplines are desired for this effort. These contract resources will assist TRS personnel by working cooperatively in the development and implementation of a new pension administration system (PAS) and/or provide continual enhancements, ongoing system maintenance to the existing PAS. The objective of this Request for Proposal is to solicit, from qualified vendors, competitive proposals containing sufficient detail to permit an objective evaluation of the proposal, which may result in a contract to provide staff augmentation services on a time and materials basis for the Teachers’ Retirement System.

TRS is committed to increasing racial, ethnic, and gender diversity in all aspects of its utilization of vendors to provide goods and services to the System, to the greatest extent feasible, and within the bounds of financial and fiduciary prudence. To that end, the System strongly encourages qualified minority, female, disabled, and veteran-owned vendors to submit proposals to this RFP.

A proposer’s preparation and submittal of a proposal or subsequent participation in presentations or contract negotiations creates no obligation on the System to award a contract or to pay any associated costs. All proposals and related materials will be retained by the System and will be subject to disclosure as required in accordance with the Illinois Freedom of Information Act.

II. Summary Description of TRS

The General Assembly created the Teachers’ Retirement System of the State of Illinois (TRS or the System) in 1939. TRS administers a multiple-employer public pension plan to provide its members and beneficiaries with retirement, disability, and death benefits. There are over 1,000 TRS-covered employers, most of which are school districts. Membership is mandatory for all full-time, part-time, and substitute Illinois public school personnel employed outside the city of Chicago in positions requiring certification by the Illinois State Board of Education. Persons employed at certain state agencies relating to education are also TRS members. The System serves 406,855 members, annuitants, and beneficiaries and held over $48.6 billion in assets in trust for its membership as of June 30, 2017.

The retirement system is administered as a qualified plan under the Internal Revenue Code. TRS benefits and investments are governed by Articles 1, 16, and 20 of the Illinois Pension Code, 40 ILCS 5. Funding comes from member contributions, contributions by TRS-covered employers, the state of Illinois, and investment income. The System’s most recent Comprehensive Annual Financial Report as well as a variety of other information about TRS is available on the TRS website at https://www/trsil.org.
A thirteen-member Board of Trustees (the Board) is responsible for the general administration of the System, including the duties granted to it under Article 16 of the Illinois Pension Code, 40 ILCS 5/16. Under the direction of the Executive Director employed by the Board, the day-to-day administration of the System is delegated to the System’s staff.

III. Requirements and Scope of Work

A. General Overview of Project

The current Pension Administration System (PAS) in use at TRS is called STAR and based on a client/server architecture with a SQL database and an aging codebase. The system went into production circa 2003. The aging infrastructure and inherent technical limitations of the current system have necessitated TRS to make the decision to replace the system using a more extensible architecture. Advancements in technology and demand for services coupled with an increased threat landscape have made the timing of this replacement much more urgent. In order to meet the continued demand for services while simultaneously minimizing risk to TRS, it is necessary to increase the capacity of the TRS Information Technology staff with contracted staff augmentation from specialized individuals.

B. Type of Services

TRS is seeking to identify and retain companies that can provide staff augmentation services for the positions outlined in Appendix E and related to a current Information Technology software development initiative referred to as Gemini. These contract resources will assist TRS personnel by working cooperatively in the development and implementation of a new pension administration system (PAS) and/or provide continual enhancements, ongoing system maintenance to the existing PAS.

C. Type of Contracts

The contracts to be awarded pursuant to this RFP (Contracts or Contract) will be multiple award, indefinite-quantity; indefinite-delivery (IDIQ) Task Order based contracts. TRS intends to award multiple Contracts under this procurement. Pricing of Task Orders issued under the Contracts will be on a firm-fixed price, labor hours or time and material (T&M) basis. Each awardee under the Contract (Contractor or Contractors) shall base its proposed Task Order pricing using the fixed labor rates attached to the Contractor’s proposal, in the form of the Fee proposal, Appendix G. Fixed labor-hour rates must be fully burdened and must include all wages, overhead, general and administrative expenses, travel, taxes (including all sales and use taxes) and profit for each category of labor.

D. Contract Term

The term of each Contract is anticipated to be for one year (Base Year) with four (4) one-year renewal options, for a total possible term of five years (Contract Term). The option periods
may be exercised only by TRS, in its sole and absolute discretion. The term of each Contract shall commence on the date on which the Contract is signed.

During the Contract Term for each Contract, the TRS Purchasing Officer will issue Task Orders to that Contractor to obtain the services described in each Task Order (Contract Services) issued pursuant to the Contract.

E. Contract Minimum and Maximum Values

For the purpose of placing a maximum, Not-To-Exceed (NTE) aggregate amount for all Contracts issued pursuant to this RFP, the maximum amount of IDIQ services ordered in total under all the Contracts (in the aggregate) shall not exceed $1,500,000 in the base year. This aggregate NTE does not reflect an obligation of TRS to issue Task Orders in such aggregate amount. TRS’s obligations under each Contract shall be based on the specified amount for each Task Order issued under each Contract. The maximum NTE aggregate amounts for all Contracts issued pursuant to this RFP for the four one-year option periods must be approved by TRS’s Board of Trustees. There is no guaranteed minimum amount for each Contract awarded under this solicitation. Orders will be determined by TRS’s needs and the results of the fair opportunity competition process described below. TRS is not obligated to order any services from any Contractor, or at all.

F. Place of Service

All required Contract Services must be performed within the United States. Individual Task Orders may require Contract Services be performed at TRS’s office or allow for the work required in the Task Order to be performed remotely.

- Services requiring work at TRS’s office, 2815 W. Washington, Springfield, IL 62794, will include appropriate workspace and appropriate access to TRS’s computer network.
- **NOTE:** Contractor personnel requiring access to TRS IT systems will be required to complete mandatory IT Security and Privacy Online Training; approximately two hours in duration.
- All Contractor personnel that perform work on site at TRS shall complete the TRS Visitor Form, wear a badge while on premises, and sign the Confidentiality Agreement attached to the Sample Agreement (Appendix F).

G. Task Order Process

1. **Available Pool of Candidates.** The Contractors must be capable of providing experienced and qualified professional personnel to perform specified Task Order activities in accordance with timing requirements set forth in each Task Order.

2. **Issuance of Task Orders.** TRS will issue Task Orders in accordance with the procedures set forth below. As specified in each Task Order issued to the Contractor, Contractor may provide experienced personnel who are capable of performing the tasks described in, and who meet the qualifications listed under, the position descriptions set forth in Appendix E, Position Descriptions.
3. **Work Schedule.** Unless otherwise specified in a Task Order, Contractor personnel assigned to a Task Order shall maintain a work schedule consistent with TRS normal business hours and work practices. Contractor personnel are expected to comply with all of TRS’s rules and operating policies pertaining to conduct in the workplace. Any change in Contractor personnel must be approved, in writing, by the TRS Purchasing Officer and reflected in a revised Task Order or otherwise in writing by TRS.

4. **Task Order Selection.** TRS will issue Task Order Request for Proposals (TORP) to Contractors, requesting personnel for specific positions. In order to be considered and selected for a Task Order award, each Contractor shall submit Task Order proposals to the TRS Purchasing Officer, purchasing@trsil.org in response to each TORP. Submissions of proposals must include the following information:

   a. A brief narrative describing the candidate’s qualifications and experience in performing work of a similar nature to what is requested in the Task Order.
   b. Proposed bill rate for each candidate. Proposers should consider discounts off awarded bill rates whenever possible.
   c. Candidate’s Name
   d. Current resume for the proposed candidate
   e. If allowed in the Task Order, the percentage of work to be performed on site or remotely
   f. Availability to start (i.e. 2-weeks’ notice)

5. **Notice of Task Order Award.** TRS will review submitted resumes/summaries and notify the Contractor if TRS is interested in the proposed personnel. TRS’s notification will include proposed dates (usually within two to three days). The Contractor will coordinate with the proposed personnel and respond to TRS within 48 hours regarding the proposed personnel’s availability for phone screening. If the Contractor is unable to make the proposed personnel available within three days of the notification, TRS may withdraw its invitation for phone screening.

6. **Non-Compliance with Task Order Process.** Failure to comply with the procedures and requirements in this Section may result in TRS’s rejection of proposed candidates.

7. **Task Order Termination.** Upon notice to the successful proposer, TRS may cancel all or part of a Task Order. In the event that TRS cancels all or part of a Task Order, the successful proposer shall be entitled to compensation, upon submission of invoices, for services and deliverables satisfactorily provided in compliance with the Task Order and Contract up to and including the date of termination of all or part of said Task Order. Unless otherwise requested to complete a Task Order by TRS, the successful proposer shall have no further responsibility or liability for work identified as “in progress” as of the date of such termination.
H. Scope of Services and Service Categories

1. **Qualified Personnel.** Each Contract awarded pursuant to this RFP is for IT Staff Augmentation Services. Contractor must be capable of providing experienced and qualified temporary personnel to perform specified Task Order activities in accordance with timing requirements set forth in the Task Orders. The scope of each Contract includes staffing for the labor categories stated in Section II.I.2.

   Contractor personnel knowledge, as determined by TRS, must be sufficient so that training will not be needed to perform the services set forth in a Task Order. TRS reserves the right to reject any proposed personnel who, in the sole discretion of the TRS, does not possess this sufficient knowledge or qualifications.

   The Contractor shall not knowingly offer a candidate who is unfit and unskilled for the work to be performed. TRS reserves the right to immediately cancel the Contract or, at its option, terminate all or part of a Task Order, if the successful Contractor offers an unqualified candidate.

2. **Full Time Commitment.** Contractor personnel assigned to a Task Order will be monitored by TRS personnel with regard to completion of the Task Order. Contractor personnel assigned to a Task Order must be available for full-time commitment to TRS during the term of the Task Order.

3. **Schedule.** Unless otherwise specified in a Task Order, Contractor personnel assigned to a Task Order shall maintain a daily and weekly work schedule consistent with TRS normal business hours and work practices. Work schedules for Contractor personnel must be approved by the TRS Manager responsible for that Task Order. Contractor personnel are expected to comply with all of TRS’s rules and operating policies pertaining to conduct in the workplace. Overtime must be pre-approved on a case-by-case basis.

4. **Practices.** Work performed under a Task Order must be conducted according to the practices delineated in the Task Order.

5. **Additional Personnel Qualifications.** All personnel assigned to Task Orders shall, in addition to meeting the position-specific qualifications, have good technical writing ability, interpersonal skills, and communication skills, and conduct themselves in a professional manner.

6. **Replacement of Contractor Personnel.**

   a. If, in the sole discretion of TRS, it is determined that Contractor personnel is not satisfactorily performing the requirements or objectives of a Task Order, upon notice from TRS, the Contractor shall immediately remove such personnel.
b. The Contractor shall provide TRS with as much notice as practicable if a candidate identified in a Task Order to perform services and complete deliverables will become unavailable for any reason before completion of such Task Order.

c. Upon notice from TRS that Contractor personnel is not satisfactorily performing or notice from the Contractor that personnel has become unavailable, for any reason, during the term of a Task Order, the Contractor will be granted 15 working days to propose replacement personnel who has qualifications equal to or better than those of the personnel being replaced and bills at the same or a lower hourly rate as the previous personnel. Once replacement personnel is identified, TRS may request information from the Contractor concerning the replacement personnel's qualifications and skills, to determine whether he/she is qualified to satisfactorily perform the necessary work and complete the relevant Task Order objectives.

d. After Contractor personnel is accepted by TRS, the Contractor shall provide replacement personnel, at no charge to TRS, for as many hours as is required, as solely determined by TRS, to complete orientation and attain the level of project proficiency of the personnel that he/she replaced. Orienting is defined as the personnel becoming acquainted with TRS, project environment, etc. The time for getting a replacement personnel oriented may vary depending on the Task Order and/or personnel.

e. If the successful proposer is unable to propose qualified replacement personnel within the 15 day time frame set forth in section II.H.6.c., or if successful proposer cumulatively offers two replacement personnel who, at any point during the term of the Contract and in the TRS's sole discretion, subsequently fail to meet any requirements, including having sufficient knowledge to complete the Contract objectives and maintain a satisfactory performance, TRS reserves the right to immediately cancel the Contract in whole or in part without penalty or further payment by TRS.

7. **Background Check.** All personnel proposed by Contractor for work on any Task Order must meet all the qualifications for their respective position set forth in Appendix E, and must have successfully undergone a federal and state criminal background check conducted by Contractor within thirty (30) days of submission of the Task Order proposal. Contractor shall make the criminal background check available to TRS upon request.

I. **Key Personnel and Labor Categories**

1. **Account Manager.** Contractor shall assign an Account Manager as single point of contact to manage the day-to-day activities of the Contract. Contractor Account Managers shall communicate directly with the TRS Purchasing Officer and shall only communicate
directly with TRS IT managers via email. Communications to TRS Managers shall be limited to performance of Contractor personnel only. All other communications regarding open positions, upcoming positions, backfill positions, bill rates, extensions, and anything pertaining to the Contract shall be communicated to the TRS Purchasing Officer.

2. **Labor Categories.** The Contractor shall provide IT support staffing for one or more of the following labor categories:

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<table>
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<tbody>
<tr>
<td>1</td>
<td>Agile Project Manager</td>
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<tr>
<td>2</td>
<td>Senior Agile Project Manager</td>
</tr>
<tr>
<td>3</td>
<td>Business Systems Analyst</td>
</tr>
<tr>
<td>4</td>
<td>Senior Business Systems Analyst</td>
</tr>
<tr>
<td>5</td>
<td>Database Administrator</td>
</tr>
<tr>
<td>6</td>
<td>Senior Database Administrator</td>
</tr>
<tr>
<td>7</td>
<td>Quality Assurance Analyst</td>
</tr>
<tr>
<td>8</td>
<td>Senior Quality Assurance Analyst</td>
</tr>
<tr>
<td>9</td>
<td>Software Developer – C#, .NET</td>
</tr>
<tr>
<td>10</td>
<td>Senior Software Developer - C#, .NET</td>
</tr>
<tr>
<td>11</td>
<td>Software Developer - Web Front End Developer</td>
</tr>
<tr>
<td>12</td>
<td>Senior Software Developer - Web Front End Developer</td>
</tr>
<tr>
<td>13</td>
<td>Technical Systems Architect</td>
</tr>
<tr>
<td>14</td>
<td>Senior Technical Systems Architect</td>
</tr>
<tr>
<td>15</td>
<td>Technical Writer</td>
</tr>
<tr>
<td>16</td>
<td>Business Process Engineer</td>
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<tr>
<td>17</td>
<td>User Interface Designer</td>
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<tr>
<td>18</td>
<td>Change Management Analyst</td>
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</tbody>
</table>

J. **Additional Services and Deliverables**

1. **Reasonably Within Scope Services.** Contractor personnel assigned to a Task Order shall perform all the Services identified in the Task Order, and any tasks assigned by the TRS
Manager that reasonably fall within the scope of the Task Order, to the reasonable satisfaction of TRS.

2. **Contractor Weekly Timesheets.** Each of Contractor’s personnel assigned to a Task Order shall prepare and submit via email to TRS’s Manager an Electronic Timesheet stating the actual hours worked. Approved timesheets shall be submitted to the TRS Manager by close of business each Monday for the prior week.

3. **Monthly Reports.** Contractor must submit bi-weekly reports in accordance with the requirements determined by the Project Manager.

4. **Confidentiality Agreements.** Each of Contractor’s personnel assigned to a Task Order shall sign TRS’s Confidentiality Agreement set forth in Exhibit A of the sample agreement, as a condition to performance under the Contract. Upon the termination of any Task Order, the Contractor, and any Subcontractor(s), shall remind their employees of their continuing confidentiality obligations.

5. **Background Check.** Within thirty (30) days of Task Order award, the Contractor shall submit an email confirmation that assigned personnel has successfully passed all required criminal background checks in accordance with Contractor’s policy. At a minimum, the investigation shall include, but not limited to a 7-year criminal background check.

6. **Replacement Efforts.** In the event the Contractor personnel assigned to a Task Order leaves prior to the Task Order end date, Contractor will be given first opportunity to backfill the position. If the replacement candidate is not selected within fifteen (15) working days of notification, the position will be opened to other firms.

7. **Communications.** The Contractor shall direct all communications to the TRS Purchasing Officer. Neither the Contractor, nor Contractor personnel, shall communicate directly with any other TRS employees, involved in the selection process, without permission from the TRS Purchasing Officer. All communications shall be routed through TRS’s Purchasing Officer.

8. **Additional Deliverables.** Additional deliverables may be required as specified in individual Task Orders.

### IV. Proposal Content

At a minimum, the proposal must include the following information to be considered for the engagement. For ease of review, each requirement should be addressed in a separate section precedeed by an index tab to identify the subject of the section. The proposal should be formatted on consecutively numbered pages and include a table of contents. Failure to provide information in the prescribed format may result in rejection of the proposal. All responses will be subject to verification for accuracy. **Proposals containing false or misleading information will be rejected.**
A. Cover Letter

A cover letter, which will be considered an integral part of the proposal package, in the form of a standard business letter, must be signed by an individual authorized to bind the proposer contractually. This cover letter must indicate the signer is so authorized, and must indicate the signer’s title or position. An unsigned proposal will be rejected. The cover letter must also include:

1. A statement that the proposal meets all requirements of this RFP, and that the offer tendered by the proposal will remain in full force and effect until, and may be accepted by the Teachers’ Retirement System of the State of Illinois, at any time prior to June 30, 2021.

2. A statement certifying that the proposer either: (a) it is not required to register or (b) it is registered as a business entity with the State Board of Elections pursuant to the Procurement Code, 30 ILCS 500/20-160 and acknowledges a continuing duty to update such registration pursuant to the Procurement Code; and that proposer acknowledges that any Agreement awarded as a result of this RFP is voidable under Section 50-60 of the Procurement Code if the proposer fails to comply with the business entity registration requirements. 30 ILCS 500/20-160; 30 ILCS 500/50-60.

3. A statement that the proposal is being made without fraud or collusion; that the proposer has not offered or received any finder’s fees, inducements, or any other form of remuneration, monetary or non-monetary, from any individual or entity; and that the proposer has not conferred or promised to confer, on any individual or entity, any payment, loan, advance, services, or any other form of remuneration in connection with the award of this engagement.

4. A disclosure of any current business relationship or any current negotiations for prospective business with TRS, or with any member of the Board of Trustees or TRS staff, or any party currently rendering services to TRS. Provide a statement explaining why such relationships do not constitute a conflict of interest.

5. A statement that the proposer is willing to enter into an agreement in the form attached to the RFP as Appendix F including all certifications and representations contained therein, and that the proposer acknowledges and understands that certain general provisions in the sample agreement mandated by Illinois state law to be included in contracts with agencies of the State of Illinois are not subject to negotiation.

6. A statement that the proposer acknowledges that all documents submitted in response to this RFP may be subject to disclosure under the Illinois Freedom of Information Act, 5 ILCS 140, and the Illinois Open Meetings Act, 5 ILCS 120.
7. An attestation by the signer that the information provided in the Proposal is true and accurate, and that the signer is aware that pursuant to the Illinois Pension Code, 40 ILCS 5/1-135, any person who knowingly makes any false statement or falsifies or permits to be falsified any record of a retirement system or pension fund created under this Code (i.e., the System) in an attempt to defraud the retirement system or pension fund is guilty of a Class 3 felony.

B. Fee Proposal

Proposers must submit their fee proposal in the format prescribed in Appendix G. Any deviation from the prescribed format, which in the opinion of TRS is material, may result in the rejection of the proposal. The fixed labor-hour prices should be fully loaded and must include wages, overhead, general and administrative expenses, travel costs, taxes and profit for each labor category.

If TRS does not consider the proposal price to be fair and reasonable, and it cannot negotiate an acceptable price, then TRS reserves the right to cancel the award and take appropriate action to meet its needs. TRS will determine whether the cost is fair and reasonable by considering the proposal, including the proposer’s qualifications, the price proposed, other known prices, the project budget, and other relevant factors.

C. Contract

This Request for Proposal neither is a contract nor meant to serve as a contract.

It is anticipated that multiple proposals submitted in response to this Request for Proposal may be selected as the basis for negotiation of a contract with the proposer. Such a contract is presently contemplated to contain, at a minimum, the terms and conditions set forth in the sample agreement included as Appendix F, but will also incorporate the terms of the proposal submitted, as finally negotiated and approved by the System. TRS reserves the right to negotiate additions, deletions, or modifications to the sample agreement and/or the terms of proposals submitted.

Certain provisions in the sample agreement are required by the State of Illinois and are therefore not subject to negotiation. Thus, it is critically important that vendors submitting proposals clearly and thoroughly identify any and all contractual concerns in their written proposal. A proposer that waits until contract negotiation to object to TRS contract terms will be precluded from further consideration.

V. Submission of Proposals

All proposals must be received at the address designated below no later than 2:00 P.M. CDT on June 19, 2018. Submit two (2) hard copies of your proposal and one (1) copy on thumb/jump drive in a sealed package to:
Heidi Darow, Purchasing Officer  
Teachers’ Retirement System of the State of Illinois  
2815 West Washington Street  
Springfield, IL 62702

All hard copies must be submitted in one or more sealed envelope/package(s). One of the hard copies must be marked as the “Master Copy” and submitted in a loose-leaf, three-ring binder, which displays the proposer’s name on the outside front cover. **Do not submit the Master Copy with spiral binding.**

Clearly identify the outside of each sealed proposal package with the proposer’s name and return address in the upper left hand corner and the statement **“SEALED PROPOSAL- DO NOT OPEN - Response to Request for Proposals for Information Technology Project Manager Consulting Services, Issued June 5, 2018.”** Failure to clearly identify the outside of the proposal package may result in the rejection of the proposal. TRS is not responsible for receipt of any proposal, which is improperly labeled.

TRS accepts no responsibility for lost and/or late delivery of proposals. Whether mailed, hand-delivered, or delivered by carrier, the proposer is responsible for timely delivery on or before the above date and time. **Proposals that arrive late for any reason whatsoever, including mail delay or any other cause beyond the control of the proposer, will not be considered and will be returned unopened.**

Except as specifically requested by TRS, submission of proposals or any portion thereof via facsimile transmission, electronic, or magnetic media will not be allowed.

The proposals become the property of TRS upon submission. All costs for developing proposals and attending presentations are entirely the responsibility of the proposer and shall not be chargeable to TRS.

Only one proposal from an individual, vendor, partnership, corporation, or combination thereof, will be considered for this assignment.

### VI. Evaluation Process

#### A. Pre-Evaluation Review

Each proposal package will be date-stamped when received. Each proposal package will be inspected to ascertain that it is properly sealed and labeled. Proposals not passing this inspection may not be accepted. All proposals will be reviewed to determine if they contain all the required submittals specified in this RFP. Those not submitting all required information in the prescribed format will be rejected.
B. Proposal Evaluation

TRS may award multiple contracts resulting from this solicitation to the Proposers whose Proposals will be most advantageous to TRS, price and other factors considered. The following factors, which are listed in descending order of importance, shall be used to compare Proposals—technical, past performance, and price. During the evaluation process, Proposers may be requested to provide additional information and/or clarify contents of their Proposal. Other than information requested by TRS, no Proposer will be allowed to alter the Proposal or add new information after the filing date.

Proposers that include material deviations from, or take material exceptions to, RFP requirements will be evaluated as technically unacceptable and will be ineligible for award unless TRS subsequently amends the RFP to modify the requirements. Proposals that merely repeat the requirements set forth in the RFP and state that Proposer “will perform the Task Order” or similar verbiage will be considered technically unacceptable and will not receive further consideration. TRS is interested only in proposals that demonstrate the Proposer’s expertise in performing engagements of this type as illustrated by the Proposer’s description of how it proposes to perform the requirements set forth in this RFP.

1. **Technical.** The technical factors listed below will be considered in descending order of importance:
   a. Technical Approach
   b. Recruiting
   c. Capabilities
   d. Experience

2. **Past Performance.** Past performance will be evaluated to assess the risks associated with a Proposer’s performance, considering the relevance and quality of the Proposer’s past performance on past or current contracts for the same or similar services. The Proposer’s past performance will be evaluated based on the Proposer’s discussion of its past performance for similar efforts, information obtained from past performance references and information that may be obtained from any other sources, including government databases and contracts listed in the Proposal that are not identified as references.

3. **Price Evaluation.** TRS will evaluate price based on each individual labor category in the fee proposal. Price is only one evaluation factor and TRS may not award a Contract to the lowest priced Proposer. TRS will also consider that the size of a company, its name recognition, geographical offerings and the expertise/experience of staff impact, and hourly labor rates. When considering rates, TRS will use the rates of similarly situated companies for reasonableness and comparison purposes. Price may become a more important selection factor if the ratings for the non-price factors are the same or very close. TRS will also evaluate whether the proposed prices are realistic (i.e., reasonably sufficient to perform the requirements) and reasonable. Proposals containing prices that are determined to be unrealistic or unreasonable will not be considered for award.
4. **Down-select Process.** TRS may determine that the number of Proposals received in response to this RFP are too numerous to efficiently conduct a full evaluation of all evaluation factors prior to establishing a competitive range. In such case, TRS may conduct a down-select process to eliminate Proposers, prior to discussions, from further consideration based on a comparative analysis of Proposals, with primary focus on price. TRS may, in its sole discretion, consider other factors such as quality, technical capabilities, and past performance. Proposals that include proposed prices that are significantly higher than the median proposed price for all Proposers may be excluded from the competition without evaluation under the other evaluation factors. Proposals that contain prices that are unrealistically low in terms of sufficiency to perform the Contract may also be excluded from the consideration.

5. **Responsibility Determination.** TRS will only award Contracts to responsible Proposers. TRS will make a responsibility determination based on any available information, including information submitted in a Proposer’s proposal. In making a responsibility determination, TRS will consider whether:

   a. Proposer has sufficient resources to perform the Contract;
   b. Proposer has a satisfactory record of performance, integrity and business ethics;
   c. Proposer has the accounting systems and internal controls, quality assurance processes and organizational structure and experience necessary to assure that contract work will be properly performed and accurately invoiced;
   d. Proposer has the facilities, technical and personnel resources required to perform the contract;
   e. Proposer is not excluded from contracting with a government entity or State of Illinois Agency.

**VII. Anticipated Timeline**  
*Subject to change at TRS discretion*

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<th>Date of Event</th>
<th>Details</th>
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<tbody>
<tr>
<td>Date RFP Issued</td>
<td>June 5, 2018</td>
</tr>
<tr>
<td>Deadline for Submission of Questions</td>
<td>June 12, 2018 no later than 4:30 p.m. CDT</td>
</tr>
<tr>
<td>Deadline for Submitting RFP Response</td>
<td>June 19, 2018 @ 2:00 p.m. CDT</td>
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<tr>
<td>Proposal Evaluation</td>
<td>June 20-27, 2018</td>
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<tr>
<td>Estimated Contract Start Date</td>
<td>To be determined</td>
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**VIII. General Conditions**

A. **Clarification of the RFP**

To maintain the integrity of the RFP process, interested proposers are expected to respond to this RFP to the best of their understanding. Proposers must not contact TRS IT staff about this RFP. If a proposer discovers an error in this RFP, the proposer should immediately notify TRS of such error in writing to Purchasing Officer Heidi Darow at the following email address: purchasing@trsil.org. If deemed necessary or appropriate in the System’s discretion, TRS may
clarify or modify any part of this RFP by posting notice on the TRS Website prior to the proposal deadline.

Questions about this RFP are generally discouraged and should be submitted only if the proposer deems necessary after full and careful reading of this RFP. Questions must be submitted in writing (no phone calls) **on or before June 12, 2018 at 4:30 p.m. CDT** to TRS Purchasing Officer Heidi Darow at the following email address: purchasing@trsil.org. The System will not respond individually to a submitted question. If a response is deemed necessary or appropriate in the System’s discretion, the System will post an answer along with the question submitted (without identifying the proposer) on the System’s website in the same area as this RFP. Proposers are responsible for monitoring the TRS website.

B. Restrictions on Communication

Proposers must not discuss or share the contents of their proposals with other potential proposers. TRS policy and the Illinois state ethics law strictly limit communication during the search process. **Any attempt to initiate contact with TRS staff or TRS Trustees, other than as specifically stated in this RFP, may disqualify the proposer from further consideration.**

C. Prior Deficiencies

A proposer that is or has been deficient in current or recent contract performance in dealing with TRS or other clients may be disqualified unless the deficiency is shown to have been beyond the reasonable control of the proposer. TRS may reject a proposal from any proposer that is in default on any debt owed to, or contract with, TRS or other clients, or that is in default as surety or otherwise, upon any obligation to TRS, or has failed to perform faithfully any previous contract with TRS. Proposers that are newly formed business concerns having substantially the same owners, officers, directors, or beneficiaries as a previously existing non-responsible proposer may be disqualified unless the new organization can prove it was not set up for the purpose of avoiding an earlier declaration of non-responsibility.

D. Reservation of Rights

TRS reserves the right to withdraw this RFP, to accept or reject any or all proposals submitted, and to waive any immaterial deviation, defect, or irregularity, whenever it would be in the best interest of TRS to do so. Waiver of an immaterial deviation shall in no way modify the Request for Proposal or excuse a proposer from full compliance with all RFP requirements. Proposals that contain false or misleading statements or that provide references which do not support an attribute or condition claimed by the proposer will be rejected. Issuance of the Request for Proposal creates no obligation to award a contract or to pay any costs incurred in the preparation of a proposal. Nothing in this RFP or any resulting contract shall preclude TRS from procuring services similar to those described herein from other sources.
E. No Confidentiality

Proposals and all materials submitted in response to this RFP cannot be considered confidential except as provided below. All proposals and related materials will be retained by TRS and will be subject to disclosure as required in accordance with the Illinois Freedom of Information Act, 5 ILCS 140. Simply marking all or portions of the proposal as “Proprietary” or “Confidential” will not protect it from disclosure in the event that a public record request is received. If a proposer is submitting proprietary information or strategies with the proposal, the proposer should submit, along with the un-redacted proposal, a redacted copy that removes only that material considered to be a trade secret, competitively sensitive, proprietary, privileged, or confidential such that disclosure would cause competitive harm to the proposer.

F. Equal Opportunity

TRS does not discriminate because of race, color, religion, creed, sex, sexual orientation, age, marital status, military status, certain unfavorable discharges from military service, political affiliation, citizenship, ancestry, national origin, physical or mental handicap or disability or any other characteristic protected by law. It is the System’s intent to comply with all state, federal, and local equal employment and opportunity laws and public policies.

G. Reference Checks

Reference checks may be conducted for each finalist. Please provide reference authorization letter in the format prescribed in Appendix A.
Appendix A: Reference Authorization Letter

[On prospective vendor letterhead]

[Month, Day, Year]

[Reference Name]
[Reference Title]
[Company Name]
[Reference Address]
[City, State, Zip]

Dear [Reference Name]:

(Prospective Vendor Name) has submitted a proposal to the Teachers' Retirement System of the State of Illinois (“System”) with regard to providing Information Technology Staff Augmentation Services. The System is conducting its due diligence with regard to (Prospective Vendor Name). Through this written authorization, (Prospective Vendor Name) hereby authorizes any individual, business, corporation, retirement system, state agency, or other entity to release any facts and information it may have concerning (Prospective Vendor Name), its principals, employees and agents, to the System.

A copy of this authorization may be used as if it were an original. Thank you for your assistance.

Sincerely,

(Prospective Vendor Name)

(Authorized Signature and Title)
Appendix B: Qualifications

TRS is seeking Contractor personnel with the following skillsets (experience and qualifications). Indicate, by placing an “X” on the respective skillset below, the skillsets for which your firm can provide staffing resources. Provide a brief description of experience for each item checked.

- Experience working with public pension systems
- Experience working with business analysis and process re-engineering
- Experience working in the area of Vendor oversight and I.T. Project Management
- Experience working with document management/imaging software systems
- Experience using Agile/Scrum for software development
- Experience with various QA software products, unit testing tools, and test automation
- Experience with MSSQL database and SSRS
- Experience designing and supporting loosely coupled architecture models
- Experience developing software utilizing C#.Net, MVC, REST API, Entity Framework, Dependency injection
- Experience designing high quality responsive web sites
- Experience using web client technologies: HTML, CSS, JS, Frameworks
- Experience with DevOps (automated deployment processes, Source control, continuous Integration)
- Experience in mentoring others
- Experience in working with various management, form-fill, reporting, and log aggregation software products

_________________________________________________________________________  ________________________________________
Representative Signature                        Date
Appendix C: Questionnaire

The following questionnaire must be completed and included with your response to this RFP. Type your responses in the same order as the questionnaire, listing the question first followed by your answer.

A. Vendor Information

Name of Vendor: ________________________________________________________________
Mailing Address: __________________________________________________________________
City: __________________________ State: _________ Zip Code: _________________
Phone: __________________________ Fax: ________________________________________

Federal Employer Identification Number: ___________________________________________

Contact Person(s):
Name: __________________________ Phone: __________________________
Title: __________________________ Fax: ________________________________
Email: __________________________ Website: __________________________

B. Clients

1. Provide the name, address, phone number, contact name of three clients where your firm provided services similar to those in this RFP.

C. Proposed Services

1. Provide a narrative describing the manner in which your firm will identify and screen potential candidates to ensure that they can meet the needs of TRS in performing work similar to the services described in this RFP.

2. Describe in detail all prior or current projects that are similar to the work required in this RFP.

D. Technical Considerations

The Proposal must include the following:

1. **Technical Approach.** An in-depth discussion of Proposer’s technical approach to providing staff augmentation services along with a clear statement of whether or not the Proposer’s performance of the Contract will comply with all requirements, Terms and Conditions set forth in the RFP. Proposer must submit a detailed response to this RFP. The Proposer must clearly state whether it will comply with all requirements set forth in the RFP, and provide detailed information about how it will fulfill the
requirements of the RFP. Any deviations from, or exceptions to, the requirements, Terms or Conditions contained in this RFP must be clearly identified.

2. **Capabilities.** Describe Proposer’s capabilities for performing the Contract, including personnel resources and management capabilities. If applicable, describe how subcontractors or partners are used and how rates are determined when using subcontractors. Provide a list of firms, if any, that will be used.

3. **Recruiting.** Proposers shall describe in detail their process for recruiting, screening, validating and qualifying candidates. Proposers shall describe in detail their plan for recruiting individuals to fill the positions(s) identified in a timely manner.

4. **Experience.** Describe your firm’s experience in temporary staffing on a SOW based contract. Provide examples of personnel to include types of positions and length of assignments. Describe your firm’s continuous engagement activities with personnel assigned to different SOWs.

**E. Past Performance**

The Proposal must include the following:

1. A list of up to three (3) current or recently completed contracts for similar in scope engagements to those required by this solicitation. Each entry on the list must contain:
   
   a. Client’s name
   b. Project title
   c. Period of performance
   d. Contract value
   e. A primary point of contact (including the telephone number and email address for each point of contact, if available)
   f. A back-up point of contact. If a back-up point of contact is not available, please explain how TRS may contact the client in the event the primary point of contact fails to respond

2. For each past performance, provide a description of the relevant performance and the name and telephone number for TRS to contact for past performance information for each project discussed. A past performance description will consist of:
   
   a. An overview of the engagement
   b. A description of the scope of work performed
   c. The relevance to this effort
   d. The results achieved
   e. Each overview shall not exceed one page

3. TRS will attempt to contact past performance references identified in the proposal for confirmation of the information contained in the proposal and/or will transmit a past
performance questionnaire to the contacts identified in the Proposer’s proposals. Although TRS will follow-up with the contacts, the Proposer, not TRS, is responsible for ensuring that the questionnaire is completed and returned by the specified date in TRS’s transmittal. If TRS is unable to reach or obtain a reference for the project, TRS may not consider the contact in an evaluation of past performance.
Appendix D: Vendor Type Verification Form

Please complete the information below as it applies to you/your company. This form must be included with your proposal.

Female Owned Business - Must be 51% independently owned by a female

Minority Owned Business - Must be 51% independently owned by a minority

Persons with Disability Business - Must be 51% independently owned by a disabled person

Veteran Owned Business - Must be 51% independently owned by a veteran

None of the above

__________________________________________  __________________________
Representative Signature                                      Date
Appendix E: Position Descriptions

1. Agile Project Manager

OVERALL PURPOSE OF POSITION:
The purpose of this position is to perform agile project management activities, working with cross-functional IT teams and product owners to deliver business solutions; and to provide guidance and expertise to self-organizing teams in the areas of agile/iterative planning, agile execution techniques, and cross-team coordination.

ESSENTIAL DUTIES:
- Developing and reporting team status and metrics to various stakeholders
- Coordinating software deployments and ensuring compliance with change control procedures
- Working as a Scrum Master, conducting and effectively participating in various scrum rituals such as sprint planning, task estimating, daily stand-ups, sprint reviews and retrospectives
- Identifying and removing impediments, preventing distractions
- Helping to cultivate and establish robust and sustainable working relationships between business and technology teams
- Fostering an environment of cross-team collaboration and teamwork
- Serving as a coach and facilitating team self-organization and self-management rather than traditional command-control/directed styles
- Encouraging an environment where the team drives progress and feels ownership for its success;
- Developing training programs, documents, and materials
- Documenting business requirements when necessary
- Participating in requirements reviews, design reviews, and change control activities
- Support the management of outsourced work, consultants, vendors, and relationships
- Other duties, as assigned

TECHNICAL EXPERIENCE:
- 3 to 5 years of demonstrated experience with increasingly complex software development initiatives and hands-on experience in requirements analysis and technical documentation
- 2 to 3 years of professional experience as Scrum Master and/or PM in an Agile environment and experience with project cost forecasting/budgeting/burndown

SKILLS REQUIRED:
- Certified Scrum Master

SKILLS DESIRED:
- Experience as a project manager of software application development initiatives
- Demonstrated experience managing contractors, consultant and/or vendors
- experience with application life-cycle development tools and techniques
OVERALL PURPOSE OF POSITION:
The purpose of this position is to perform agile project management activities for complex, high profile programs and projects, working with cross-functional IT teams and product owners to deliver business solutions; and to provide expert guidance and expertise to self-organizing teams in the areas of agile/iterative planning, agile execution techniques, and cross-team coordination.

ESSENTIAL DUTIES:
- Developing and reporting team status and metrics to various stakeholders
- Working as a Scrum Master, conducting and effectively participating in sprint planning, task estimates, task sequencing, sprint reviews and retrospectives
- Assisting the team with making appropriate commitments through story selection, task definition
- Scaling Scrum to large project teams using techniques such as “scrum of scrums” to allow clusters of teams to discuss their work, focusing especially on areas of overlap and integration
- Leading the development and maintenance of team standards, tools, and best practices
- Identifying and removing impediments, preventing distractions
- Taking the leadership role in cultivating robust and sustainable working relationships between business and technology teams
- Fostering an environment of cross-team collaboration and teamwork
- Serving as a coach for other Scrum Masters and Agile Project Managers or Product Owners
- Facilitating team self-organization and self-management rather than traditional command-control/directed styles
- Encouraging an environment where the team drives progress and feels ownership for its success
- Facilitating discussion and conflict resolution
- Leading the establishment of internal review processes and technical standards
- Developing training programs, documents, and materials
- Documenting business requirements when needed
- Participating in requirements reviews, design reviews, and change control activities
- Representing the IT department in coordination with other departments
- Managing outsourced work, consultants, vendors, and relationships

TECHNICAL EXPERIENCE:
- 8 to 10 years of demonstrated experience with increasingly complex software development initiatives
- 3 to 5 years of experience as a Scrum Master and/or as a project manager in an Agile environment, managing contractors, consultants and/or vendors, as well as coaching and mentoring Scrum Masters or project managers

SKILLS REQUIRED:
- Certified Scrum Master is required

SKILLS DESIRED:
- Certified Product Owner
3. Business Systems Analyst

OVERALL PURPOSE OF POSITION:
Work as a member of a scrum team and alongside other business analysts to identify potential business requirements. Your main tasks will include performing detailed requirements analysis, documenting processes, and performing some user acceptance testing. To succeed in this role you should have a natural analytical way of thinking and be able to explain difficult concepts to non-technical users.

ESSENTIAL DUTIES:
- Evaluating business processes, anticipating requirements, uncovering areas for improvement, and developing and implementing solutions.
- Conducting meetings and presentations to share ideas and findings.
- Performing requirements analysis.
- Documenting and communicating the results of your efforts.
- Effectively communicating your insights and plans to cross-functional team members and management.
- Gathering critical information from meetings with various stakeholders and producing useful reports.
- Working closely with clients, technicians, and managerial staff.
- Ensuring solutions meet business needs and requirements.
- Performing user acceptance testing.
- Updating, implementing and maintaining procedures.
- Serving as a liaison between stakeholders and users.

TECHNICAL EXPERIENCE:
- 5 to 7 years of experience performing the duties outlined above in a professional environment

SKILLS REQUIRED:
- A minimum of 5 years of experience in business analysis or a related field.
- Exceptional analytical and conceptual thinking skills.
- The ability to influence stakeholders and work closely with them to determine acceptable solutions.
- Advanced technical skills and excellent documentation skills.
- Fundamental analytical and conceptual thinking skills.
- Experience creating detailed reports and giving presentations.
- Competency in Microsoft applications including Word, Excel, and Outlook.
- A track record of following through on commitments.
- Excellent planning, organizational, and time management skills.
- Experience working as a member of a team on large scale projects

SKILLS DESIRED:
- 2-3 years working in an Agile/Scrum development environment experience working with pension administration systems
4. Senior Business Systems Analyst

OVERALL PURPOSE OF POSITION:
The Senior Business Analyst is responsible for reviewing assigned business processes from end-to-end to identify and address operational, financial and technological risks. Identify opportunities to improve efficiency. Responsibilities will include a full range of activities from leading small to mid-size projects to assisting other project managers on larger more complex projects related to operational business functions that affect team members and providers at the market level.

ESSENTIAL DUTIES:
- Demonstrate up-to-date expertise in Information Technology and apply this to the development, execution and improvement of action plans by providing advice and guidance to others in the application of information and best practices
- Support and align efforts to meet customer and business needs
- Provide and support the implementation of business solutions by building relationships and partnerships with key stakeholders; identifying business needs; determining and carrying out necessary processes and practices; monitoring progress and results; recognizing and capitalizing on improvement opportunities; and adapting to competing demands, organizational changes and new responsibilities
- Collaborate closely with developers and other members of the Scrum team to implement the requirements, provide necessary guidance to testers during QA process
- Identify improvement opportunities (proactive and reactive)
- Elicit and clearly document business and systems requirements
- Assess business process and system inefficiencies
- Identify ways to increase adoption and customer satisfaction
- Ability to analyze and synthesize business requirements, including recognizing patterns and conceptualizing processes
- Participate in the Scrum rituals regularly to plan, execute, and review project deliverables and deadlines
- Develop and execute test plans
- Support system conversions, upgrades, enhancements

TECHNICAL EXPERIENCE:
- 7+ years of experience performing the duties outlined above in a professional environment

SKILLS REQUIRED:
- A minimum of 7 years of experience in business analysis or a related field.
- Exceptional analytical and conceptual thinking skills.
- Must have experience working on large scale projects as well as handling day-to-day operational requests from the business
- The ability to influence stakeholders and work closely with them to determine acceptable solutions.
- Advanced technical skills and excellent documentation skills.
- Fundamental analytical and conceptual thinking skills.
- Experience creating detailed reports and giving presentations.
- Competency in Microsoft applications including Word, Excel, and Outlook.

SKILLS DESIRED:
- 3-5 years working in an Agile/Scrum development environment
- 3-5 years’ experience working with pension administration systems
OVERALL PURPOSE OF POSITION:
The position is responsible for evaluating, monitoring, maintaining, performance tuning, assessing data quality, performing legacy data conversion activities, and ensuring security of TRS production, test and development databases. This position provides leadership in design, development, and institution of quality assurance measures for production deployment of database objects and functions. In addition, this position is responsible for helping to develop, implement and oversee data policies, standards, and procedures to ensure the relational integrity and availability of the databases and their accompanying software. This position is also accountable for providing staff with access to needed data / databases.

ESSENTIAL DUTIES:

- Perform RDBMS recovery, restore, restart, maintenance, and rerun procedures and techniques.
- Participate in assessing and developing long-term strategic goals for production databases in conjunction with user and IT management staff to ensure effective protection and integrity of data assets.
- Provide support, advice, and assist programming staff on database issues and best practices.
- Monitor physical data storage requirements for the databases and discuss enhancements and recommendations with Network Services staff.
- Assist in troubleshooting database hardware and software problems.
- Provide database performance statistics and be able to succinctly explain the importance of what statistics provide.
- Develop, standardize, and perform production deployment tasks.
- Advanced TSQL skills necessary to assist development staff with query performance tuning.
- Continually review, refine, and implement existing processes for improvement of database services and practices to development staff and end users.
- Participate in load testing exercises with development staff to ensure newly developed or modified processes do not cause application or database performance degradation.
- Leverage established best practices methods to ensure quality of design, implementation, and performance of data retrieval methods.
- Perform other duties as required or assigned.

SKILLS REQUIRED:

- 2+ years’ professional experience
- Advanced knowledge of database structure and theory
- Experience with MySQL and MSSQL
- Basic understanding of disaster recovery and database backup procedures
- Familiarity with reporting tools
- Ability to work independently with minimal supervision and assistance
6. Senior Database Administrator

OVERALL PURPOSE OF POSITION:
This position is responsible for evaluating, monitoring, maintaining, performance tuning, assessing data quality, performing legacy data conversion activities, and ensuring security of TRS production, test and development databases. In addition, this position is responsible for helping to develop, implement and oversee data policies, standards, and procedures to ensure the relational integrity and availability of the databases and their accompanying software.

ESSENTIAL DUTIES:
- Perform RDBMS recovery, restore, restart, maintenance, and rerun procedures and techniques.
- Provide adequate documentation of database administration procedures including procedures for disaster recovery and data archiving to ensure effective protection and integrity of data assets.
- Develop or modify existing database schemas based on stated agency business requirements.
- Establish appropriate end-user and application database access control levels.
- Provide support, advice, and assist all IT staff on database issues and best practices.
- Monitor physical data storage requirements for the databases and discuss enhancements and recommendations with Network Services staff.
- Assist in troubleshooting database hardware and software problems.
- Provide database performance statistics and be able to succinctly explain the importance of what statistics provide.
- Assist in developing and maintaining a data dictionary for the production database tables and columns.
- Develop, standardize, and perform production deployment tasks.
- Display advanced TSQL skills necessary to assist development staff with query performance tuning.
- Participate in load testing exercises with development staff to ensure newly developed or modified processes do not cause application or database performance degradation.
- Conduct, develop, test, and implement DBA procedures and practices in conjunction with staff working in an Agile development environment.
- Become familiar with current DevOps trends supporting continuous integration development.
- Perform other duties as required or assigned.

SKILLS REQUIRED:
- 7 or more years of practical experience as a Database Administrator
- excellent organizational skills,
- ability to work and communicate effectively with others,
- working knowledge of client/server and multi-tiered distributed computing, database hardware, software, and various software packages pertaining to database functions
- Ability to work on installation and configuration of software in conjunction and partnership with Technical Support staff.
- A comprehensive knowledge of best practices in data design, mapping, conversion and transformation practices are a necessary requirement of this position.
OVERALL PURPOSE OF POSITION:
Working in close co-operation with the business customers and IT teams, the quality assurance analyst applies analytical and business skills to evaluate existing and identify new or enhanced systems, products and processes which advance business objectives. The quality assurance analyst also develops, manages, and executes all phases of quality assurance testing, including analysis of product requirements to produce test requirements, and development and execution of functional/system test plans in a multi-tiered environment.

ESSENTIAL DUTIES:
• Develops and maintains a working knowledge of business processes supported by software systems/products;
• Contributes to training programs, documents, and materials;
• Conduct and participate in test case reviews, requirement reviews, design reviews, and change control activities;
• Creates and contributes to the creation of test plans, test cases, test scenarios, and test data for use during the testing phases of the software development lifecycle, for new and existing software systems/products;
• Ensures that test plans and scenarios fully exercise every aspect of the product;
• Produces formal test plans; leads the testing effort for assigned projects;
• Documents and reports issues discovered during testing, and reports issues to team leads;
• Works as part of Scrum Development Team, effectively participates in sprint planning, task estimates, task sequencing, task assignments, sprint reviews and retrospectives;
• Creates test cases and performs test case execution, and reviews. Maintains automation framework.
• Executes automated test scripts for all IT environments.
• Collaborates with other team members to understand the scope of test cases that will be used for automated scripts.
• Collaborates with end users for UAT on a specific test.
• Documents and discovers defects/issues during testing, and follows up for resolution.
• Other duties, as assigned.

TECHNICAL EXPERIENCE:
• Demonstrated experience with increasingly complex projects
• Hands-on QA testing experience in client server and/or web-based environment
• Experience with 3rd party testing and change management tools
• Experience with test case gathering techniques
• Experience with test management tools, developing test strategies and plans.
• Experience with metrics and report creation.

DESIRED EXPERIENCE:
• Experience with Software Development
• Experience with Scrum and/or other Agile Development frameworks
• Experience with Unified Functional Testing (formerly known as QTP).
OVERALL PURPOSE OF POSITION:
Working in close co-operation with the business customers and IT teams, the quality assurance analyst applies analytical and business skills to evaluate existing and identify new or enhanced systems, products and processes which advance business objectives. The quality assurance analyst also develops, manages, and executes all phases of quality assurance testing, including analysis of product requirements to produce test requirements, and development and execution of functional/system test plans in a multi-tiered environment.

ESSENTIAL DUTIES:
- Develops and maintains a working knowledge of business processes supported by software systems/products;
- Conduct and participate in test case reviews, requirement reviews, design reviews, and change control activities;
- Creates and contributes to the creation of test plans, test cases, test scenarios, and test data for use during the testing phases of the software development lifecycle, for new and existing software systems/products;
- Ensures that test plans and scenarios fully exercise every aspect of the product;
- Produces formal test plans; leads the testing effort for assigned projects;
- Documents and reports issues discovered during testing, and reports issues to Management.
- Works as part of Scrum Development Team, effectively participates in sprint planning, task estimates, task sequencing, task assignments, sprint reviews and retrospectives;
- Creates and performs complex test execution. Leads development of automation framework.
- Creates and maintains automated framework using standard coding methodologies.
- Collaborates with other team members to understand the scope of test cases that will be used for automated scripts.
- Executes automated test scripts for all IT environments.
- Leads defect tracking and resolution efforts. Leads the test management strategy. Anticipates and monitors risks.
- Implements quality standards, methods and procedures for quality control activities.
- Other duties, as assigned.

TECHNICAL EXPERIENCE:
- Demonstrated experience with increasingly complex projects
- Hands-on QA testing experience in client server and/or web-based environment
- Experience with 3rd party testing and change management tools
- Experience with test case gathering techniques
- Experience with test management tools, developing test strategies and plans.
- Experience with metrics and report creation.
- Experience with tools used for data validation and comparison.

DESIRED EXPERIENCE:
- Experience with Software Development
- Experience with Scrum and/or other Agile Development frameworks
OVERALL PURPOSE OF POSITION:
The purpose of this position is to provide support for critical business functions through the development, implementation, testing and maintenance of applications systems.

ESSENTIAL DUTIES:
- Design, code, test, debug, maintain, and document software applications;
- Follow established software development standards and procedures;
- Support business functions through the development, implementation, and maintenance of applications systems;
- Participate in peer code reviews;
- Collaborate with departments and users in the support of business applications;
- Contribute software development expertise to ensure that specifications are met;

TECHNICAL EXPERIENCE
- ASP.NET, C#, XML, .NET Framework
- XHTML, JavaScript, CSS, JQuery
- Application Development/Software Engineering/Design Patterns
- T-SQL/SQL Server, RDBMS concepts
- Web application development
- MVC, Entity Framework
- Object oriented design and architecture
- Internet application development
- Object oriented design and architecture
- Classic ASP, WebServices, TDD
- Technical Documentation

DESIRED EXPERIENCE:
- Experience with agile software development such as SCRUM and XP, strongly desired.
- PL/SQL, J2EE, SOAP, Visual Basic
- Knowledge of application security concepts
- Experience with integration of application software
- Experience with implementation of COTS products
- Experience with VSTS
- Knowledge of configuration management, release management principles
OVERALL PURPOSE OF POSITION:
The purpose of this position is to provide support for critical business functions through the development, implementation, testing and maintenance of applications systems.

ESSENTIAL DUTIES:
- Support critical business functions through the development, implementation, and maintenance of applications and systems;
- Contribute software development expertise to multiple projects and ensure that specifications are met;
- Design, code, test, debug, maintain, and document software applications;
- Follow established software development standards and procedures and contribute towards their improvement;
- Develop complex application features and create technical designs;
- Participate in peer code and design reviews;
- Experienced with a wide range of technologies;
- Coordinate with departments and users in the support of business applications.
- Represent the IT department in terms of software development expertise in coordination with other departments;

TECHNICAL EXPERIENCE
- ASP.NET, C#, XML, .NET Framework
- XHTML, JavaScript, CSS, JQuery
- Application Development/Software Engineering/Design Patterns
- T-SQL/SQL Server, RDBMS concepts and DB design
- Experience with reporting/business intelligence application
- Web application development
- Object oriented design and architecture
- Internet application development
- Object oriented design and architecture
- Classic ASP, WebServices, TDD
- Technical Documentation

DESIRED EXPERIENCE
- Experience with agile software development such as SCRUM and XP, strongly desired.
- Experience with Business Intelligence tools & reporting applications.
- Experience with Web API’s
- Experience with integration of application software
- Experience with implementation of COTS products
- Experience with Microsoft VSTS
- Experience with configuration management, release management principles
OVERALL PURPOSE OF POSITION:
The purpose of this position is to provide build application and web front-ends based on requirements from Stakeholder Engagement, programs, UX and designers.

ESSENTIAL DUTIES:
- Skilled in Front-End development framework and process from UX design to web component delivery;
- Proficient understanding of client-side scripting and JavaScript frameworks, including jQuery;
- Some combination of JavaScript frameworks, such as DurandaJS, Angular, Angular 2, Gulp, Webpack, ReactJS;
- Skilled in HTML5, CSS, CSS3, SCSS;
- Experience creating accessible forms with client-side form validation;
- Experience with Bootstrap or other similar technologies;
- Experience with a collaboration platform and code repository control;
- Build reusable code and libraries for future use;
- Ensure the technical feasibility of UI/UX designs;
- Optimize application for maximum speed and scalability;
- A commitment to Lean principles, including rapid prototyping for user testing;
- Design, code, test, debug, maintain, and document web front end customizations;
- Participate in peer-reviews;
- Follow established accessibility and W3C standards and procedures; Contribute towards the improvement;
- Work as part of Development Teams across enterprise
- Coordinate with departments and users in the support of business applications;
- Exercise judgment to plan and accomplish goals;
- Represent the IT department in terms of front-end development expertise in coordination with other departments;
- Perform other duties, as assigned.

DESIRED EXPERIENCE
- XML, JavaScript, CSS, HTML, HTML5  4-6 Years
- Accessibility standards and tools (ARIA)  2-3 Years
- Web Services, ReactJS, Angular, Angular2, Webpack, Gulp  1-2 Years
- Bootstrap (or similar platform)  1-2 Years
- WordPress  1-2 Years
- Technical Documentation  4-6 Years
12. Senior Software Developer – Web Front End Developer

OVERALL PURPOSE OF POSITION:
The purpose of this position is to provide build application and web front-ends based on requirements from Stakeholder Engagement, programs, UX and designers.

ESSENTIAL DUTIES:
- Responsible for support of critical business functions through the development, implementation, and maintenance of web component libraries and ensure the technical feasibility of UI/UX designs;
- Skilled in Front-End development framework and process from UX design to web component delivery;
- Skilled understanding of client-side scripting and JavaScript frameworks, including jQuery;
- Some combination of JavaScript frameworks, such as DurandaJS, Angular, Angular 2, Gulp, Webpack, ReactJS;
- Experience with Bootstrap or other similar technologies;
- Experience with a collaboration platform and code repository control;
- Build reusable code and libraries for future use;
- Optimize application for maximum speed and scalability;
- A commitment to Lean principles, including rapid prototyping for user testing;
- Basic knowledge of image authoring tools, to be able to crop, resize, or perform small adjustments on an image. Familiarity with tools such as as Gimp or Photoshop is a plus.
- Proficient understanding of cross-browser compatibility issues and ways to work around them. Good understanding of SEO principles and ensuring that application will adhere to them.
- Lead and Contribute web front end expertise to multiple projects and ensure that specifications are met;
- Design, code, test, debug, maintain, and document web front end customizations; Participate in peer-reviews;
- Follow established accessibility and W3C standards and procedures; Contribute towards the improvement;
- Work as part of Development Teams across enterprise and coordinate with them in the support of business applications;
- Represent the IT department in terms of front-end development expertise in coordination with other departments;
- Perform other duties, as assigned.

REQUIRED EXPERIENCE:
- XML, JavaScript, CSS, HTML, HTML5 4-6 Years
- Accessibility standards and tools 2-3 Years
- Web Services, ReactJS, Angular, Angular2, Webpack, Gulp 1-2 Years
- Bootstrap (or similar platform) 1-2 Years
- Technical Documentation 4-6 Years
OVERALL PURPOSE OF POSITION:
Working in close co-operation with the business customers and IT teams, the IT systems analyst applies advanced analytical and business skills to evaluate existing and identify new or enhanced systems, products and processes which advance business objectives.

ESSENTIAL DUTIES:
- Participate in the architectural strategy development and roadmap for the Gemini Pension Administration System.
- Continue to refine the strategy in response to business objectives.
- Participate in the architectural design oversight of all integration projects at TRS.
- Provide guidance for and collaborate with development teams actively involved in project delivery.
- Develop and maintain current and planned state architectural blueprints that are used to communicate decisions, goals and strategies.
- Governance for architectural standards and apply influence across the software development teams to ensure alignment and application of best practices.
- Working with the technical resources, evaluate existing and emerging technologies for applicability to business solutions, present business cases for evaluation, and implement prototypes or POCs to validate expected value.
- Consistently demonstrate and promote company core values at all times.
- Other duties as assigned

REQUIRED EXPERIENCE:
- Experience designing and implementing API/Micro Services/Web services (REST/SOAP)
- Experience in integration technologies (Data Power/WMB/Mule), Messaging Tools (MQ), Understanding of Translation Tools (WTX).
- Participating in Design Reviews and Code Reviews to ensure Quality deliverables.
- Experience in application configuration.
- Experience in application development platforms and/or languages (HTML/CSS/Java/ASP.Net/PHCSC/Ruby/C).
- Experience in DevOps and/or continuous deployment and/or integration process and tools (Bamboo, jenkins, RallyDev, Jira).
- Experience in iterative and/or agile and/or scrum development.
- Experience in solution architecture.
- Application domain knowledge.
- Prototyping.
- Problem solving / analytical thinking.
- Teamwork and collaboration.

DESIRED EXPERIENCE:
- Product-specific application architecture.
- Ability to tie together solutions across systems.
OVERALL PURPOSE OF POSITION:

This position is responsible for ensuring alignment of project specific designs with application architecture roadmap; supporting project and/or product teams on functional and technical design activities; defining the interaction between application packages, databases, and middleware systems to optimize product functional coverage; acting as subject matter expert (SME) for products that require integration into the application.

ESSENTIAL DUTIES:

- Collaborate with rest of the delivery team members to manage scope, estimate work, build plan and schedule, track and deliver to plan
- Researches, identifies, and recommends industry best practices for solving business and technology problems.
- Clearly communicate and work with all Scrum teams as required to deliver effectively
- Works closely with Application Development leads to socialize and facilitate buy-in on architecture approach recommendations and designs.
- Understands TRS Architecture vision/roadmap and helps guide and mentor the team to execute and deliver projects in alignment to the overall vision.
- Supports team working with, contributing to, and adhering to TRS architectural principles and industry best practices.
- Create documents that specify strategy, assessment, or design in a way that delivers obvious value and is understandable by any stakeholder.
- Articulate architectural differences between solution methods and the challenges and approaches to integrating solutions built on different platforms including a working knowledge of different architectural frameworks that may be used
- Define the technical and solution architecture for a phased software development delivery and provide hands-on technical direction working with other developers.
- Apply detailed knowledge of organizational procedures to make independent decisions and serve as a credible resource for the client’s senior management team.
- Assist in developing internal TRS expertise and staff in the technical architecture being implemented
- Performs other duties as assigned.

REQUIRED EXPERIENCE:

- Experience in cloud computing (SaaS / PaaS).
- Experience in DevOps and/or continuous deployment and/or integration process and tools (GitHub, Jenkins, Jira, Splunk, Sonar etc).
- Experience in integration technologies (Websphere Message Broker, Mule Soft).
- Experience in iterative and/or agile and/or scrum development.
- Experience in integration technologies (Tibco/Informatica/CAS).
- Experience in solution architecture, Infrastructure, Data management
- Application domain knowledge.
- Problem solving / analytical thinking.
- Teamwork and collaboration.

DESIRED EXPERIENCE:

- Product-specific application architecture.
- Ability to tie together solutions across systems.
OVERALL PURPOSE OF POSITION
The purpose of this position is to document internal TRS team processes as well as other operational and support information. They will work closely with technical and operational resources to learn complex information and communicate it in a succinct, precise, and informative manner.

ESSENTIAL DUTIES
- Researching and translating technical information into manuals and/or web-based documents for both internal non-technical and technical users
- Conducting interviews with various users, SMEs, and technical staff and quality assurance staff to gather data for documentation
- Observing production, developmental, and experimental activities to determine operating procedure and detail
- Testing the operational effectiveness of documentation and making ongoing updates as necessary
- Editing, clarifying, and proofreading documents written by others, and coaching other technical staff on ways to improve their own documentation
- Managing multiple, complex document projects and providing regular updates to project teams and the Manager of Quality Assurance
- Creating and maintaining documentation within corporate guidelines
- Performing additional tasks as assigned
- Ensuring that all written material is consistent with the organization’s brand message, business objectives and stylistic standards.
- Communicating documented procedures effectively for USAC Operational and technical users.
- Controlling and monitoring internal documentation, ensuring that high quality, professional products are created and delivered on time.
- Participate or facilitate Business Process Re-engineering activities with business partners
- Actively participating in the testing the technical processes for documentation purposes.

TECHNICAL EXPERIENCE:
- Researching and writing system documentation 5-8 years
- Microsoft Office proficiency 5-8 years
- Writing technical documentation specifically for internal audiences 5-8 years
- Experience developing manuals and training guides 5-8 years

DESIRED EXPERIENCE:
- Proficiency with HTML and CSS
- Proficiency in a UNIX environment
OVERALL PURPOSE OF POSITION:
To analyze business methods and find efficient alternatives. The Process Engineer will be responsible for delivering regular recommendations on how to maintain staff levels and lower costs, while meeting all of the processing standards set forth by the company and government regulations. The successful candidate will work side-by-side with the management staff to discover inefficiencies in business processes and then determine the best ways to bring our business methods in line with our strategic objectives.

ESSENTIAL DUTIES:
- Analyze work flows within and across all departments to determine how the entire company can work better together
- Create an analytical process that justifies business decisions
- Analyze capital expenditures and project designs to help find ways to cut costs
- Manage business processes, documentation and continuous improvement activities for the business
- Evaluate current processes, recommend and implement quality and efficiency improvements
- Facilitate change management and lead subject matter experts to increase customer satisfaction levels and business productivity using process improvement methodology and tools.
- Quantify, document and monitor benefits of improvement projects
- Establish control systems to maintain the gains achieved. These systems to include financial, quality and business control
- Expand and implement, analyze and report department performance KPIs and metrics
- Track, analyze and report progress to key stakeholders
- Document the department’s standards, procedures and work instructions
- Facilitate the organization’s continuous improvement process, monitor and control the activities across functions as defined in project and program debriefing sessions. Track and report progress

TECHNICAL EXPERIENCE:
- Demonstrated capability to analyze problems and provide accurate solutions.
- Good analytical and problem solving skills, as well as a keen attention to detail.
- Ability to manage and lead multiple projects and priorities.
- Strong data management and organization skills; proficient in Microsoft Office (MS Word, Outlook, PowerPoint, Excel).
- Ability to communicate clearly and listen attentively at all levels with internal and external parties. Must be team player, flexible and innovative.
- Excellent verbal, written, and interpersonal communication skills, with the ability to present complex topics in a concise manner.
- Ability to work in a diverse team environment including interactions with technical/administrative staff, business team leaders, and contract personnel.

DESIRED EXPERIENCE:
- 5+ years in quality or business process engineering
- Excellent eye for detail
- Proven history in improving operational efficiency
- Must be comfortable integrating new technology into existing business environments
OVERALL PURPOSE OF POSITION:
Responsible for the creation of excellent user experiences. The ideal candidate should have an eye for clean and artful design, possess superior UI skills and be able to translate high-level requirements into interaction flows and artifacts, and transform them into beautiful, intuitive, and functional user interfaces.

ESSENTIAL DUTIES:
- Collaborate with scrum teams and business users to define and implement innovative solutions for the product direction, visuals and experience
- Execute all visual design stages from concept to final hand-off to application development
- Conceptualize original ideas that bring simplicity and user friendliness to complex design roadblocks
- Create wireframes, storyboards, user flows, process flows and site maps to effectively communicate interaction and design ideas
- Present and defend designs and key milestone deliverables to peers and executive level stakeholders
- Conduct user research and evaluate user feedback
- Establish and promote design guidelines, best practices and standards

TECHNICAL EXPERIENCE:
- Proven UI experience
- Demonstrable UI design skills with a strong portfolio
- Solid experience in creating wireframes, storyboards, user flows, process flows and site maps
- Proficiency in Photoshop, Illustrator, OmniGraffle, or other visual design and wireframing tools
- Proficiency in HTML, CSS, and JavaScript for rapid prototyping.
- Excellent visual design skills with sensitivity to user-system interaction
- Ability to present your designs and sell your solutions to various stakeholders.
- Ability to solve problems creatively and effectively
- Up-to-date with the latest UI trends, techniques, and technologies
- BS/MS in Human-Computer Interaction, Interaction Design, or related
- Experience working in an Agile/Scrum development process

DESIRED EXPERIENCE:
- Experience with Software Development
- Experience with Scrum and/or other Agile Development frameworks
OVERALL PURPOSE OF POSITION:
A change manager will play a key role in ensuring projects (change initiatives) meet objectives on time and on budget by increasing employee adoption and usage. This person will focus on the people side of change, including changes to business processes, systems and technology, job roles and organization structures. The primary responsibility will be creating and implementing change management strategies and plans that maximize employee adoption and usage and minimize resistance. The change manager will work to drive faster adoption, higher ultimate utilization of and proficiency with the changes that impact employees. These improvements will increase benefit realization, value creation, ROI and the achievement of results and outcomes.

ESSENTIAL DUTIES:
• Apply a structured methodology and lead change management activities
• Apply a change management process and tools to create a strategy to support adoption of the changes required by a project or initiative.
• Support communication efforts
• Support the design, development, delivery and management of communications.
• Assess the change impact
• Conduct impact analyses, assess change readiness and identify key stakeholders.
• Support training efforts
• Provide input, document requirements and support the design and delivery of training programs.
• Complete change management assessments
• Identify, analyze and prepare risk mitigation tactics
• Identify and manage anticipated resistance
• Consult and coach project teams
• Create actionable deliverables for the five change management levers: communications plan, sponsor roadmap, coaching plan, training plan, resistance management plan
• Support and engage senior leaders
• Coach managers and supervisors
• Support organizational design and definition of roles and responsibilities
• Coordinate efforts with other specialists
• Evaluate and ensure user readiness
• Define and measure success metrics and monitor change progress
• Support change management at the organizational level

TECHNICAL EXPERIENCE:
• A solid understanding of how people go through a change and the change process
• Experience and knowledge of change management principles, methodologies and tools
• Exceptional communication skills, both written and verbal
• Ability to establish and maintain strong relationships
• Ability to influence others and move toward a common vision or goal
• Flexible and adaptable; able to work in ambiguous situations
• Able to work effectively at all levels in an organization
• Must be a team player and able to work collaboratively with and through others
• Acute business acumen and understanding of organizational issues and challenges
• Familiarity with project management approaches, tools and phases of the project lifecycle
• Experience with large-scale organizational change efforts
Appendix F: [Sample] Agreement for Professional Services
(Information Technology Staff Augmentation Services)

THIS [SAMPLE] AGREEMENT FOR PROFESSIONAL SERVICES (this “Agreement”) is made and entered into this _____ day of _________________, 2018, by and between the Teachers’ Retirement System of the State of Illinois (the “System”), a retirement system established under and pursuant to the laws of the State of Illinois, and *[INSERT NAME/ADDRESS/LEGAL STATUS OF CONTRACTOR], a *[INSERT LEGAL STATUS OF CONTRACTOR] (“Contractor”).

WHEREAS, the System has need to obtain the professional services to assist the System in Information Technology staff augmentation services; and

WHEREAS, the System has determined through the Request for Proposal (RFP) process that Contractor meets all qualifications described in the RFP to perform the services set forth herein;

NOW THEREFORE, Contractor agrees to provide the following professional services to the System pursuant to the terms of this Agreement as more fully detailed below:

Services: In accordance with the terms of this Agreement and any attachments hereto, the Request for Proposal for Information Technology Staff Augmentation Services issued __________ (the “RFP”), and Contractor’s response to the RFP (the “RFP Response”), Contractor shall provide such services: [AS AGREED]

Term of the Agreement: The professional services under this Agreement shall be provided between date of execution and ________ unless earlier terminated in accordance with this Agreement.

Compensation:

a) [AS AGREED]

b) Such fee shall include all normal business expenses, including all overhead expenses associated with Contractor’s business, such as clerical time and overtime, computer usage, telephone calls, tele-facsimiles, photocopying, and mailing an express delivery expenses.

c) All out-of-pocket expenses attributable to performance of services under this Agreement, including without limitation, transportation, lodging, and meals during the period of travel, shall be at Contractor’s own expense, and the System shall have no obligation to reimburse Contractor for any such out-of-pocket expenses.

d) Unless otherwise agreed upon and stated herein, this Agreement does not allow for reimbursement of any expenses incurred by Contractor, including but not limited to
telephone, facsimile, Internet, or other communications device, computer, postage, delivery, copying, travel, transportation, lodging, food and per diem, clerical time, and overtime.

**Billing:** Contractor shall submit quarterly invoices for services provided hereunder in accordance with terms outlined below:

a) By submitting an invoice, Contractor certifies that the professional services provided meet all requirements of the Agreement, that the amount billed is as allowed in the Agreement, and that any expenses billed are reimbursable under this Agreement.

b) Invoices shall be signed by Contractor and shall set out Contractor’s social security number or FEIN.

c) Invoices submitted by Contractor for the professional services performed prior to July 1 must be presented to the System no later than July 15 of that year in order to ensure payment under this Agreement. Failure by Contractor to seek payment of invoices prior to July 15 may require Contractor to seek payment in the Illinois Court of Claims.

d) Contractor shall not bill for any taxes unless accompanied by proof that TRS is subject to the tax. If necessary, Contractor may request the applicable Illinois tax exemption number and federal tax exemption information.

**Payment:** Payments will be paid in accordance with the Prompt Payment Act, 30 ILCS 540. Payment will be made in the amount earned to date of invoice, less previous partial payments. Final payment may be adjusted by the System if such adjustment is supported by a System audit. All recordkeeping shall be in accordance with sound accounting standards. TRS shall not be liable to pay for supplies or equipment provided or services rendered, including related expenses, incurred prior to the execution of this Agreement by all parties and the beginning of the term of this Agreement.

**Confidential Data and Information:** Contractor, including its personnel, agents, and subcontractors, may have access to, collect, or receive confidential data, member records, or other information owned or maintained by the System in the course of carrying out its responsibilities under this Agreement. The System hereby designates all information received or accessed pursuant to this Agreement as confidential unless otherwise designated in writing by the System. Contractor shall not unnecessarily communicate such data or information within Contractor’s operations. No such data or information shall be used for competitive purposes nor disclosed or disseminated except as authorized by law and with the written consent of the System, either during the period of this Agreement or thereafter. Contractor must return all such data and information, in whatever form it is maintained, promptly at the end of the Agreement or earlier at the request of the System, or shall notify the System in writing of its destruction. The foregoing obligations do not apply to confidential data or information lawfully in the receiving party’s possession prior to acquisition under this Agreement, received in good faith from a third party not subject to any confidentiality
obligation, that is or becomes publicly known through no breach of confidentiality obligation, or that is independently developed by the receiving party without the use or benefit of the System’s data or information.

Affiliates: Contractor shall disclose the names and addresses of (i) itself; (ii) any entity that is a parent of, or owns a controlling interest in Contractor; (iii) any entity that is a subsidiary of, or in which a controlling interest is owned by, Contractor; (iv) any persons who have an ownership or distributive income share in Contractor that is in excess of 7.5%; or (v) who serves as an executive officer of Contractor.

Amendment and Changes: This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be in writing and fully executed by the parties.

Applicable Law: This Agreement and Contractor’s obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws. This Agreement shall be construed and governed in accordance with the laws of the State of Illinois to the extent that such laws are not pre-empted by the laws of the United States of America. By entering into this Agreement, Contractor agrees to submit to the exclusive jurisdiction of the state and federal courts of Illinois and agrees that any action or proceeding against the System arising out of or in connection with this Agreement shall be instituted in the Illinois Court of Claims. The System shall not enter into binding arbitration to resolve any dispute arising out of this Agreement. The System does not waive sovereign immunity by entering into this Agreement.

Bankruptcy: Contractor shall promptly notify the System if Contractor becomes insolvent, files a petition in bankruptcy, becomes a party to an involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors. In such an event, the System may immediately cancel all or any portion of this Agreement upon written notice.

Building Security: Contractor shall comply with the System’s security procedures during the time Contractor’s personnel are on the premises.

Certifications and Conflicts: Contractor certifies that it is not legally prohibited from contracting with TRS or the State of Illinois, has no known conflicts of interest, and further specifically certifies as follows:

a) **Educational Loan:** Contractor, in accordance with the Educational Loan Default Act, is not in default on an educational loan. 5 ILCS 385.

b) **Ethics:** Contractor acknowledge that employees and trustees of TRS are subject to the State Officials and Employees Ethics Act, that TRS has adopted a gift ban more restrictive than required by state law, and agrees to refrain from bestowing or offering gifts of any monetary or non-monetary value to TRS employees or trustees. 5 ILCS 430.
c) **Bribery:** Contractor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other state, nor made an admission of guilt of such conduct that is a matter of record. TRS shall declare this Agreement void if this certification is false. **30 ILCS 500/50-5.**

d) **Felony:** If Contractor has been convicted of a felony, at least five years has passed after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business. TRS shall declare this Agreement void if this certification is false. **30 ILCS 500/50-10.**

e) **Sarbanes-Oxley:** If Contractor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, 815 ILCS 5, at least five years has passed from the date of conviction. Contractor is not barred from being awarded a contract under 30 ILCS 500/50-10.5, and acknowledges that TRS shall declare this Agreement void if this certification is false. **30 ILCS 500/50-10.5.**

f) **Debt Delinquency:** Contractor and its affiliates are not delinquent in the payment of any debt to the State, or if delinquent, have entered into a deferred payment plan to pay off the debt. Contractor further certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-11, and acknowledges that TRS may declare this Agreement void if this certification is false, or if Contractor later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. **30 ILCS 500/50-11; 30 ILCS 500/50-60.**

g) **Illinois Use Tax:** Contractor is not barred from being awarded a contract under 30 ILCS 500/50-12, and acknowledges that TRS may declare this Agreement void if this certification is false. Contractor shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act, and acknowledges that failure to comply can result in this Agreement being declared void. **30 ILCS 500/50-12.**

h) **Environmental Protection:** Contractor has not committed a willful or knowing violation of the Environmental Protection Act (EPA) relating to civil penalties within the last five years, and is therefore not barred from being awarded a contract. If this certification is later determined to be false, Contractor acknowledges that the System may declare this Agreement void. **30 ILCS 500/50-14.**

i) **Lead Poisoning:** Contractor is not in violation of the Illinois Procurement Code provision prohibiting owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act from doing business with the State until the violation is mitigated. **30 ILCS 500/50-14(c), 410 ILCS 45.**

j) **Conflict of Interest:** Contractor does not have any public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest which does or may
conflict in any manner with Contractor’s obligations under this Agreement. Contractor has disclosed, and agrees it is under a continuing obligation to disclose to TRS, financial or other interests, public or private, direct or indirect, that may be a potential conflict of interest or which would prohibit Contractor from entering into or continuing to perform under this Agreement. Contractor further certifies that, in the performance of this Agreement, no person having any such interest shall be employed by Contractor. If any elected or appointed State officer or employee, or spouse or minor child of same has any ownership or financial interest in Contractor or this Agreement, Contractor certifies that it has disclosed that information to TRS, and any waiver of the conflict has been issued in accordance with applicable law and rule. Membership in the Teachers’ Retirement System of the State of Illinois does not constitute a conflict of interest within the meaning of this paragraph. 30 ILCS 500/50-13, 30 ILCS 500/50-15, 30 ILCS 500/50-35.

k) **Inducement:** Contractor has not offered or paid any money or valuable thing to induce any person not to bid for a State contract, and has not accepted any money or valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.

l) **Non-Solicitation:** Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this Agreement.

m) **Revolving Door:** Contractor is not in violation of the “reversing door prohibition” on procurement activity relating to a State agency. 30 ILCS 500/50-30.

n) **Anticompetitive Practices:** Contractor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, proposers, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 30 ILCS 500/50-45, 30 ILCS 500/50-50.

o) **Business Entity Registration:** Contractor certifies either: (a) it is not required to register or (b) it is registered as a business entity with the State Board of Elections pursuant to the Procurement Code. 30 ILCS 500/20-160 and acknowledges a continuing duty to update such registration pursuant to the Procurement Code. Contractor acknowledges that this Agreement is voidable under Section 50-60 of the Procurement Code if Contractor fails to comply with the business entity registration requirements. 30 ILCS 500/20-160; 30 ILCS 500/50-60.

p) **ERI:** Contractor has informed the System in writing if Contractor was formerly employed by the System and received an early retirement incentive prior to 1993 under 40 ILCS 5/14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable.
from the “contractual services” or other appropriation line items. Contractor has not received an early retirement incentive in or after 2002 under 40 ILCS 5/14-108.3 or 40 ILCS 5/16-133.3 of the Illinois Pension Code, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the “contractual services” or other appropriation line items. 30 ILCS 105/15a.

q) **Drug Free Workplace:** Contractor will provide a drug free workplace and will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of this Agreement. This certification applies to contracts of $5,000 or more with individuals, and to entities with 25 or more employees. 30 ILCS 580.

r) **International Boycott:** Neither Contractor, nor any substantially owned affiliate, is or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed $10,000. 30 ILCS 582.

s) **Forced Labor:** In accordance with the State Prohibition of Goods from Forced Labor Act, no foreign-made equipment, materials, or supplies furnished under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. 30 ILCS 583.

t) **Child Labor:** In accordance with the State Prohibition of Goods from Child Labor Act, no foreign-made equipment, materials, or supplies furnished under this Agreement have been or will be produced in whole or part by the labor of any child under the age of 12. 30 ILCS 584.

u) **Bid Rigging/Rotating:** Contractor has not been convicted of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33E-3, E-4.

v) **Nondiscrimination/Equal Employment Opportunity:** Contractor will comply with applicable provisions of the State and Federal constitutions, laws, and regulations pertaining to unlawful discrimination, harassment, and equal employment opportunity, including but not limited to the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, the Public Works Employment Discrimination Act, and the Illinois Human Rights Act. 42 USC 12101 et seq., 775 ILCS 5, 775 ILCS 10.

w) **Discriminatory Club:** Contractor does not pay dues or fees, or subsidize or otherwise reimburse its employees or agents for any dues or fees to any discriminatory club. 775 ILCS 25.

**Compliance with Law:** Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars, and all license and permit requirements in the performance of this Agreement.
Contractor shall, at all times during the term of this Agreement, maintain compliance with all applicable tax requirements and be current in payment of such taxes.

**Confidentiality of Data and Information:** Contractor, including its personnel, agents, and subcontractors, may have access to, collect, or receive confidential data, member records, or other information owned or maintained by the System in the course of carrying out its responsibilities under this Agreement. The System hereby designates all information received or accessed pursuant to this Agreement as confidential unless otherwise designated in writing by the System. Contractor shall not unnecessarily communicate such data or information within Contractor’s operations. No such data or information shall be used for competitive purposes nor disclosed or disseminated except as authorized by law and with the written consent of the System, either during the period of this Agreement or thereafter. Contractor must return all such data and information, in whatever form it is maintained, promptly at the end of the Agreement or earlier at the request of the System, or shall notify the System in writing of its destruction. The foregoing obligations do not apply to confidential data or information lawfully in the receiving party’s possession prior to acquisition under this Agreement, received in good faith from a third party not subject to any confidentiality obligation, that is or becomes publicly known through no breach of confidentiality obligation, or that is independently developed by the receiving party without the use or benefit of the System’s data or information. Confidential information relating to or provided under this Agreement shall not be unnecessarily communicated within Contractor's or the System’s respective operations. The obligations imposed on Contractor by this paragraph shall survive termination of this Agreement.

**Confidentiality Agreement:** Contractor understands and agrees that all personnel furnished by Contractor to perform services specified in this Agreement must sign the System’s confidentiality agreement prior to reporting to work at the System’s offices, in the form attached hereto as Exhibit A and incorporated herein by reference. Execution of the confidentiality agreement by Contractor’s personnel does not relieve Contractor of any liability for breach of this Agreement or its confidentiality obligations hereunder.

**Employment Status:** The parties agree that Contractor’s employees assigned to perform services pursuant to this Agreement shall be and remain employees of Contractor whether such services are performed at Contractor’s facilities or the facilities of TRS. The employees of Contractor are not and shall not for any purpose be considered TRS employees or State employees. Contractor shall be solely responsible for the payment of wages and salaries and all matters related thereto, including the withholding and/or payment of payroll taxes, workers’ compensation, unemployment compensation, insurance-related benefits, vacation pay, holiday pay, and any other legal requirements applicable to Contractor’s employees. Contractor agrees to indemnify, defend, and hold TRS harmless from and against any and all liabilities arising from or related to Contractor’s obligations as an employer related to this Agreement and the services provided hereunder.

**Entire Agreement:** This Agreement, together with any exhibits or attachments hereto, constitutes the entire agreement between the parties concerning the subject matter of this
Agreement, and supersedes all prior proposals and contracts between the parties concerning the subject matter of this Agreement. Any provision of this Agreement officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the parties’ intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the System’s and Contractor’s terms, conditions, and attachments, the System’s terms, conditions, and attachments shall prevail.

**Execution of Originals:** This Agreement may be executed in two or more counterparts, any one of which shall be an original without reference to the others.

**FEIN Certification:** Under penalties of perjury, Contractor certifies that the legal name of business, taxpayer identification number, and legal status listed below are correct.

- **Contractor’s legal name of business:** __________________________
- **Taxpayer Identification Number:** __________________________
- **Legal status of business:** __________________________
- **Tax classification:**
  - S = S Corporation
  - C = Corporation
  - P = Partnership

**Inability to Perform:** Contractor agrees that if, due to death, illness, departure, or any other occurrence, any principal or principals of Contractor become unable to perform the services set forth in this Agreement, neither Contractor nor the surviving principals shall be relieved of their obligations to complete performance hereunder. Contractor may substitute other professionals to perform such services only upon approval of the System. Contractor shall immediately notify the System of any occurrence resulting in the inability of any principal or principals of Contractor to perform the services set forth in this Agreement, in which event the System, at its own option, may immediately terminate this Agreement upon written notice to Contractor.

**Indefinite Quantity:** The Contract is an Indefinite-Delivery / Indefinite-Quantity (IDIQ) contract. Quantities identified in a Task Order, if any, are estimates only. TRS is under no obligation to order more than the minimum amount specified in a Task Order issued to the Contractor. Contractor shall furnish to TRS, when and if ordered, the Services and Deliverables up to and including the quantity designated in the Task Order. Any Task Order issued during the Term and not completed within the Term shall be completed by Contractor within the time specified in the Task Order and in accordance with the terms and conditions herein.

**Indemnification:** Contractor shall indemnify, defend, save and hold harmless the System, its board members, trustees, officers, agents and employees, in both individual and official
capacities, from and against any and all suits, actions, claims, demands, damages, losses, costs, and expenses, including attorney’s fees and all expenses, which are the result of an error, omission or negligent act of Contractor or any of its employees or agents arising out of or resulting from the provision of Goods and/or performance of services under this Agreement, except where such is due to the active negligence of the party seeking to be indemnified. This paragraph is applicable to the full extent allowed by the laws of the State of Illinois and not beyond any extent that would render this paragraph void or unenforceable.

**Independent Contractor:** Contractor’s relationship with TRS pursuant to this Agreement is one of an independent contractor and nothing contained in this Agreement shall imply or be construed to imply that Contractor or any of Contractor’s officers, employees, or agents are employees or agents of TRS for any purpose. Contractor shall have no right, power, or authority to create an obligation, express or implied, or to make any representation on behalf of TRS, except as expressly authorized by TRS in writing and then only to the extent of such authorization. Nothing in this Agreement shall imply an agency, joint venture, partnership, or joint employment relationship between the parties and the parties agree that they have no intention of creating such a relationship.

**Information Technology Accessibility:** All electronic and information technology provided under this Agreement must comply with the applicable requirements of the Illinois Information Technology Accessibility Act, 30 ILCS 587, and any standards promulgated thereunder.

**Insurance:** Contractor shall, at its sole cost and expense, procure and maintain in full force and effect during the term of this Agreement, a Certificate of Insurance naming the System as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days’ notice has been provided to the System. Contractor shall provide in the following minimum amounts: (a) General Commercial Liability-occurrence form in the amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, in the amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage); and (c) Worker’s Compensation Insurance in the amount required by law. Insurance shall not limit Contractor's obligation to indemnify, defend, or settle any claims.

**Malicious Software:** Contractor represents and warrants that it shall use its best efforts to prevent the introduction into TRS’s network, software or systems (“TRS IT Systems”) of any Software, program, routine, device, or other undisclosed feature that is designed to delete, disable, deactivate, interfere with or otherwise harm TRS’s IT Systems or Data, or that is intended to provide unauthorized access or modifications (“Malicious Software”). Contractor agrees that if it introduces, or allows the introduction of Malicious Software into TRS’s IT Systems intentionally, negligently or by failure to maintain available safeguards, Contractor must, at no additional cost to TRS, eliminate, or reduce to the greatest extent possible, the effects of the Malicious Software, including restoring Data, and, if the Malicious Software causes a loss of operational efficiency, loss of data or other damages, to mitigate and restore such losses, and to indemnify TRS in accordance with this Agreement.
**Nonexclusive Agreement:** Contractor understands, acknowledges, and agrees that Contractor does not have an exclusive agreement with the System to provide the supplies, equipment, and/or services hereunder, and that the System may engage others to provide the same or similar goods and/or services without any obligation to Contractor.

**Notices:** Notices and any other communication provided for herein shall be given in writing to the contacts designated below by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express, or other similar and reliable carrier), by email, or by fax showing the date and time of successful receipt. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either party may change the following contact information:

**Contractor:**
- [Company Name]
- Attention: [Mailing Address]
- [City, State Zip Code]
- Phone: [Phone]
- Fax: [Fax]
- Email: [Email]

**TRS:**
- Teachers’ Retirement System of the State of Illinois
- Attention: Heidi Darow, Purchasing Officer
- 2815 W. Washington St., P.O. Box 19253
- Springfield, Illinois 62794-9253
- Phone: 217-814-2049
- Fax: 217-753-0969
- Email: hdarow@trsill.org

**No Waiver:** Except as specifically waived in writing, failure by either party to exercise or enforce a right or obligation under this Agreement shall not affect any subsequent ability to exercise or enforce a right or obligation.

**Performance:** Contractor agrees that the System shall be the sole judge as to whether work performed under this Agreement has been satisfactory.

**Prevailing Wage Certification:** Contractor certifies that not less than the prevailing rates of wages as found by the Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work under this Agreement.

**Records Retention:** Contractor and its subcontractors agree to comply with Section 20-65 of the Illinois Procurement Code, 30 ILCS 500/20-65, and shall maintain adequate books and records relating to the performance of this Agreement and necessary to support amounts charged to the System under this Agreement. Books and records, including information stored
in databases or other computer systems, shall be maintained by Contractor and its subcontractors for a period of three years from the later of the date of final payment under the Agreement or completion of the Agreement. Such three-year period shall be extended for the duration of any audit in progress at the time of that period’s expiration. Such books and records shall be available for review or audit by the Illinois Auditor General, other governmental entities with monitoring authority, and the System, upon reasonable notice and during normal business hours. Contractor and its subcontractors shall cooperate fully with any such review or audit. Failure to maintain such books and records shall establish a presumption in favor of the System for the recovery of any funds paid by the System under this Agreement for which adequate books and records are not available. Contractor shall not impose a charge or pass on fees or costs for review or audit of such books and records. Contractor shall take reasonable steps to ensure that its subcontractors are in compliance with this provision.

**RFP or Bid:** The System’s Request for Proposal (RFP), Invitation to Bid, or any similar document soliciting contractors for the work set forth herein, and Contractor’s response thereto, are hereby incorporated by reference into this Agreement as though fully set forth herein. To the extent that there are any conflicts between the RFP or bid document and this Agreement, this Agreement shall prevail.

**Severability:** Any provision, covenant, or condition of this Agreement which is held by a court of competent jurisdiction to be invalid or not enforceable in any jurisdiction, shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**Subcontracting and Assignment:**

a) This Agreement may not be assigned or transferred in whole or in part without a written amendment duly executed by both parties.

b) If Contractor intends to utilize one or more subcontractors in performance of this Agreement, Contractor shall provide prior written notice to the System identifying the names and addresses of all such subcontractors to be utilized by Contractor in the performance of this Agreement, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor will receive from Contractor for such work. This Agreement shall apply to and bind all subcontractors utilized by Contractor in the performance of this Agreement as fully and completely as Contractor is hereby bound and obligated. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work or to provide equipment or supplies covered by the Agreement.
**Task Order Competition:**

a) TRS will provide IDIQ Contractors a fair opportunity to be considered for each Task Order by issuing a Task Order Request for Proposals (TORPs). TORPs will:

i. describe the work to be performed;
ii. identify the period of performance;
iii. request proposals by a specified date;
iv. include instructions for submission of technical or resource proposals,
v. identify the evaluation factors, including price, and their respective importance, and the basis for Task Order award.

b) Contractors responding to the TORP must propose fixed labor rates no higher than those established (i.e., discounted fixed labor rates may be proposed for an individual Task Order). All proposals received will be evaluated in accordance with the evaluation factors stated in the TORP.

c) TRS will follow the competition procedure outlined above unless:

i. TRS’s need for the services is so urgent that holding any kind of competition would result in unacceptable delays;
ii. Only one of the IDIQ contractors is capable of providing the services required at the level of quality required for the particular services;
iii. The order must be issued on a sole source basis in the interest of economy and efficiency because it is a logical follow-on to a Task Order already issued under the Contract, provided that all contractors were given a fair opportunity to be considered for the original Task Order.

**Termination:**

a) This Agreement may be terminated at any time by the mutual consent of the System and Contractor.

b) Either party may, without the consent of the other party, terminate this Agreement upon 30 days’ prior written notice to the other party.

c) Notwithstanding any contrary provision in this Agreement, this Agreement may be terminated at the option of the System whenever the System determines that such termination is in its best interests, upon 30 days’ prior written notice to Contractor.

d) Upon notice of termination, Contractor shall cease work under this Agreement except work that TRS directs in writing to be completed, and take all necessary or appropriate steps to limit disbursements and minimize costs, and cooperate in good faith with TRS during the transition period between notification of termination and substitution of any replacement contractor. Contractor shall be entitled to payment for satisfactory
supplies, equipment and/or services provided under the Agreement. In the event the System and Contractor cannot agree to the amount of payment due Contractor, Contractor will receive a percentage of payment provided under the Agreement equal to the percentage of work completed prior to termination of the Agreement. Contractor shall immediately return to TRS any payments for supplies, equipment, or services that were not rendered by Contractor.

e) Termination of this Agreement shall not relieve either party of any obligations hereunder which were incurred prior to the date upon which the termination is effective.

Use and Ownership: All work performed or created by Contractor under this Agreement, whether written documents or data, goods, or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the System is granted sole and exclusive ownership to all such work, unless otherwise agreed to herein. Contractor hereby assigns to the System all right, title, and interest in and to any such work including any related intellectual property rights, and/or waives any and all claims that Contractor may have to such work including the so-called “moral rights” in connection with the work. Confidential data or information contained in such work shall be subject to all confidentiality provisions of this Agreement.

Warranty of Service: Contractor warranties that all services will be performed in a good and professional manner to industry standards by trained and competent personnel. Contractor shall monitor performance of each individual and shall reassign immediately any individual who is not performing to professional standards, who is not efficient or effective in performing the work under this Agreement, who is disruptive or not respectful of others in the workplace, or who in any violates the Agreement or TRS policy.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

[SIGNATURE BLOCK]
CONFIDENTIALITY AGREEMENT

The personnel designated to the assignment may, in the course of performing the assignment, receive or have access to information in the possession of the Teachers' Retirement System of the State of Illinois (TRS) that is deemed confidential and is protected from disclosure by applicable law and TRS policy. Notwithstanding the fact that the designated personnel is not an employee of TRS, TRS and the designated personnel intend and agree that this confidentiality agreement will delimit and define that individual's use of such confidential information.

For purposes of this Confidentiality Agreement, confidential information means any of the following:

- Employment: Personnel information where disclosure would constitute a clearly unwarranted invasion of personal privacy.

- Internal operations: Confidential knowledge, data, or other proprietary information relating to processes, know-how, designs, formulas, computer programs, databases, and technical information associated with automated data processing operations; personnel policies and procedures of TRS; original works of authorship or other work product, records, ideas, and research; preliminary drafts of memoranda in which opinions or policies are formulated; material compiled in internal audits of TRS; minutes of TRS Board of Trustees meetings that are closed to the public until they are made public under the Open Meetings Act, 5 ILCS 120; and any other information that, if disclosed, would jeopardize the security of TRS or TRS information.

- Financial and investment: Financial and investment information about TRS or any TRS entity not otherwise public information.

- Legal Proceedings: Communications between TRS and an attorney representing TRS or any TRS entity which would not be subject to discovery in litigation; material compiled by or for TRS in anticipation of legal proceedings at the request of an attorney.

- Administrative hearings: Materials prepared or compiled by or for TRS in anticipation of an administrative hearing upon request of an attorney advising TRS or the TRS Board of Trustees.

- Members: Contents of a member’s, annuitant’s, or beneficiary’s files, records, papers, or communications, regardless of storage medium.

- Vendors: Bids and proposals to provide services prior to award.
· Miscellaneous: Other information or materials of TRS required by law to be kept confidential.

It is imperative that all confidential information remains confidential. By signing below, the personnel designated to the assignment agrees, as a condition of performing the assignment, to comply with all of the following limitations on the individual’s use of confidential information:

1. I agree that to limit my use of any and all confidential information I receive during the course of the assignment strictly for legitimate purposes directly related to performance of the assignment.

2. I realize that TRS has undertaken substantial efforts to maintain the confidentiality of all confidential information, and will suffer irreparable harm and loss if such confidentiality is breached.

3. I agree to take all steps reasonably necessary to protect the secrecy of confidential information, and to prevent confidential information from falling into the public domain or into the possession of unauthorized persons.

4. I understand and agree that I am strictly prohibited from using, copying, disclosing, removing, transferring, sharing, stealing, or otherwise disseminating confidential information for any non-TRS-business purpose.

5. I understand and agree that I am strictly prohibited from using confidential information for my own personal use or for the benefit of any relative, friend, or third party.

6. I understand and agree that if TRS learns that I have used or disclosed confidential information for a non-TRS-business purpose, TRS will refer the matter to the appropriate authorities, which may subject me to severe civil and criminal penalties for which I and/or my employer will bear all responsibility.

7. I understand and agree that this Confidentiality Agreement imposes a continuing obligation on me until the confidential information disclosed to me is no longer confidential.

8. This Confidentiality Agreement shall be binding upon, inure to the benefit of, and be enforceable by TRS and its successors and assigns.

_______________________________________________________  
Assigned Personnel Signature                  Date
Name typed _________________________________

ACKNOWLEDGED:

Contractor name typed _________________________________
By: _________________________________
Vendor Signer – Title typed _________________________________
Date: _________________________________
APPENDIX G: Fee Proposal

This quote is submitted by the undersigned company ("Company"), who agrees to provide personnel for the positions and at the prices set forth below. Fee proposal shall be provided into the format included below. An hourly rate cost proposal is required and must include all out-of-pocket expenses attributable to the performance of the services, i.e. all overhead and travel expense, including but not limited to lodging, transportation, meals, telephone, facsimile, Internet or other communication devices, postage, delivery, copying clerical time and overtime. TRS will not pay or reimburse these expenses.

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<th>Job Title</th>
<th>Quantity</th>
<th>Unit</th>
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<th>Year 2</th>
<th>Year 3</th>
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Submitted by: ____________________________

Company Name: ____________________________

Authorized Representative: ____________________________

Signature: ____________________________

Print Name: ____________________________

Title: ____________________________

Date: ____________________________