

Teachers' Retirement System of the State of Illinois



INVITATION TO BID FOR AUTHENTICATION SOFTWARE

Issued September 5, 2018

Bids due by 2:00 p.m. CDT, on September 12, 2018

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I. Introduction

The Teachers' Retirement System of the State of Illinois ("TRS" or the "System") invites bids to obtain authentication software at a reasonable cost. The objective of this invitation to bid is to obtain competitive bids from responsible bidders in sufficient detail to permit objective evaluation of all bids, which may result in a contract to provide authentication software to 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 firms to submit bid proposals to this invitation to bid.

A bidder's preparation or submittal of a bid 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 bids 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 \$51.4 billion in assets in trust for its membership as of March 31, 2018.

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. Services Required

TRS is seeking bids for authentication software, as more specifically described in the Authentication Software Specifications, attached as Appendix A of this invitation to bid.

Period of Delivery

Bidders must be capable of delivering proposed goods and/or services between date of execution and June 30, 2018.

IV. Bid Content

At a minimum, the bid must include the following information to be considered for the engagement. For ease of review, each requirement should be addressed in a separate section preceded by an index tab to identify the subject of the section. The bid 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 bid. All responses will be subject to verification for accuracy. **Bids containing false or misleading information will be rejected.**

A. Cover Letter

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

1. A statement that the bid meets all requirements of this Invitation to Bid, and that the offer tendered by the bid 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, 2019.
2. A statement certifying that the bidder 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 bidder acknowledges that any Agreement awarded as a result of this Invitation to Bid is voidable under Section 50-60 of the Procurement Code if the bidder fails to comply with the business entity registration requirements. 30 ILCS 500/20-160; 30 ILCS 500/50-60.
3. A statement that the bid is being made without fraud or collusion; that the bidder 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 bidder 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 bidder is willing to enter into an agreement in the form attached to the Invitation to Bid as Appendix E including all certifications and representations contained therein, and that the bidder 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 bidder acknowledges that all documents submitted in response to this Invitation to Bid 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 Bid 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. Pricing

Pricing for the proposed goods and services must be indicated on the bid pricing form enclosed in this invitation to bid. Bid price must be **FIRM**.

C. CMS Bidders' Application

If the bidder has completed a CMS bidders' application, the bidder must provide a copy.

D. Vendor Type Verification Form

Proposers must complete the Vendor Type Verification Form contained in Appendix D and return with the bid.

E. Contract

This Invitation to Bid is neither a contract nor meant to serve as a contract.

It is anticipated that one of the bids submitted in response to this Invitation to Bid may be selected as the basis for negotiation of a contract with the bidder. 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 bid 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 bids 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 bids clearly and thoroughly identify any and all contractual concerns in their written bid.** A bidder that waits until contract negotiation to object to TRS contract terms may be precluded from further consideration.

V. Submission of Bids

All bids must be received at the address designated below **no later than 2:00 P.M. CDT on September 12, 2018.** Submit two (2) hard copies of your bid and one (1) copy on thumb 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-ringed binder which displays the bidder's name on the outside front cover. **Do not submit the Master Copy with spiral binding.**

Clearly identify the outside of each sealed bid package with the bidder's name and return address in the upper left hand corner and the statement "**SEALED BID - DO NOT OPEN** - Response to Invitation to Bid for Authentication Software, Issued September 5, 2018." Failure to clearly identify the outside of the bid package may result in the rejection of the bid. TRS is not responsible for receipt of any bid which is improperly labeled.

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

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

Bids become the property of TRS upon submission. All costs for developing bids and attending presentations and/or interviews are entirely the responsibility of the bidder and shall not be chargeable to TRS.

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

VI. Bid Evaluation

The award, if any, will be based on the lowest evaluated price, taking into consideration the responsibility of bidder, bid price, conformity with specifications, terms of delivery, quality, serviceability, and any other evaluation criteria specifically set forth in this invitation to bid.

A. Evaluation Criteria

The successful bidder must be financially responsible and capable of delivering goods and services in accordance with all terms specified in this Invitation to Bid, considering conformity with specifications, terms of delivery of services, quality and serviceability. All bids will be evaluated on the following criteria:

- Understanding of the services requested
- Qualifications and experience of the bidder
- Cost
- Responsibility of bidder, based on the following standards:

Bidders may be required to meet with the System, to make presentations, to make their facilities and records available, and to provide demonstrations or samples to the System upon request to allow the System to verify the capability of the bidder to provide the proposed goods and/or services.

VII. General Conditions

A. Clarification of the Invitation to Bid

To maintain the integrity of the Invitation to Bid process, interested bidders are expected to respond to this Invitation to Bid to the best of their understanding. Bidders must not contact TRS staff about this Invitation to Bid. If a bidder discovers an error in this Invitation to Bid, the bidder should immediately notify TRS of such error in writing to Alice Kern 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 Invitation to Bid by posting notice on the TRS website prior to the bidding deadline.

B. Restrictions on Communication

Bidders must not discuss or share the contents of their bids with other potential bidders. 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 Invitation to Bid, may disqualify the bidder from further consideration.**

C. Prior Deficiencies

A bidder 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 bidder. TRS may reject a bid from any bidder 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. Bidders that are newly formed business concerns having substantially the same owners, officers, directors, or beneficiaries as a previously existing non-responsible bidder 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 Invitation to Bid, to accept or reject any or all bids 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 Invitation to Bid or excuse a bidder from full compliance with all bid requirements.

Bids that contain false or misleading statements or that provide references which do not support an attribute or condition claimed by the bidder will be rejected. Issuance of the Invitation to Bid creates no obligation to award a contract or to pay any costs incurred in the preparation of a bid. Nothing in this Invitation to Bid or any resulting contract shall preclude TRS from procuring services similar to those described herein from other sources.

E. No Confidentiality

Bids and all materials submitted in response to this Invitation to Bid cannot be considered confidential except as provided below. All bids 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 bid as “Proprietary” or “Confidential” will not protect it from disclosure in the event that a public record request is received. If a bidder is submitting proprietary information or strategies with the bid, the bidder should submit, along with the un-redacted bid, 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 bidder.

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 D.

H. Specifications

The specifications are contained on Appendix A enclosed in this invitation to bid. Prior to bid submission, the bidder should **carefully** examine the specifications. Once a bid is accepted, the bidder is responsible for all errors resulting from the bidder's failure or neglect to comply with the specifications. In no case will TRS be responsible for any change in anticipated profits resulting from the bidder's failure or neglect to comply with the specifications.

Appendix A: Authentication Software Specifications

Service	SKU	Unit of Measure	Quantity
IT Products- Single Sign-On	P000052	Users Per Month	400
IT Products- MFA	P000131	Users Per Month	400
IT Products-Universal Directory	P000055	Users Per Month	400
IT Products- Lifecycle Management, Unlimited	P000030	Users Per Month	400
API Products- Enterprise	P000379	MAU per year	50,000
API Products- Directory Integration	P000147	MAU per year	50,000
API Products-MFA	P000135	MAU per year	50,000
API Products- Single Sign-On with Unlimited OIN Apps	P000146	MAU per year	50,000
API Products- Lifecycle Management with Unlimited OIN Apps	P000138	MAU per year	50,000
Support- Premier Success Package	P000103	Recurring	1
Sandbox- Preview Sandbox	P000009	Recurring	1
September 21, 2018 - September 20, 2019 Subtotal			
Training- Okta Essentials	P000085	Seats	3

Appendix B: Bid Pricing

Service	SKU	Unit of Measure	Quantity	Annual Unit Price ¹	Total
IT Products- Single Sign-On	P000052	Users Per Month	400		
IT Products- MFA	P000131	Users Per Month	400		
IT Products-Universal Directory	P000055	Users Per Month	400		
IT Products- Lifecycle Management, Unlimited	P000030	Users Per Month	400		
API Products- Enterprise	P000379	MAU per year	50,000		
API Products- Directory Integration	P000147	MAU per year	50,000		
API Products-MFA	P000135	MAU per year	50,000		
API Products- Single Sign-On with Unlimited OIN Apps	P000146	MAU per year	50,000		
API Products- Lifecycle Management with Unlimited OIN Apps	P000138	MAU per year	50,000		
Support- Premier Success Package	P000103	Recurring	1		
Sandbox- Preview Sandbox	P000009	Recurring	1		
September 21, 2018 - September 20, 2019 Subtotal					
Training- Okta Essentials	P000085	Seats	3		
TOTAL					

Submitted by: _____

Company Name: _____

Authorized Representative: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

¹ Based on a three year agreement

Appendix C: References

Please list below (3) three business references for which you have provided authentication software in the past year.

Business Name & Address

Contact Name: _____

Telephone Number: _____

Email Address: _____

Business Name & Address:

Contact Name: _____

Telephone Number: _____

Email Address: _____

Business Name & Address:

Contact Name: _____

Telephone Number: _____

Email Address: _____

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: Sample Agreement

This AGREEMENT FOR AUTHENTICATION SOFTWARE (this “Agreement”) is made and entered into this ___ day of _____, 2018, by and between the Teachers’ Retirement System of the State of Illinois (“TRS” or the “System”), a retirement system established under and pursuant to the laws of the State of Illinois, and *[NAME], (“Contractor”), a *[LEGAL STATUS], with offices located at *[ADDRESS].

WHEREAS, the System has need to obtain the supplies, equipment, and/or services specified in this Agreement; and

WHEREAS, Contractor is qualified to and has agreed to provide such supplies and/or services; and

NOW THEREFORE, Contractor agrees to provide the following supplies, equipment, and/or services to the System as more fully detailed below:

Supplies, equipment, and/or services to be provided: Contractor shall provide authentication software as directed by the System in accordance with the specifications set forth in Exhibit ___ incorporated into this Agreement as though fully set forth herein.

Compensation:

- *) Payment to Contractor for the supplies, equipment, and/or services hereunder shall be in accordance with the rate fee provided in Exhibit ___.
- *) 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.
- *) Contractor's invoice and/or job ticket or such detail shall be available upon request and shall provide a detailed listing of the supplies, equipment, and/or services provided.

Billing: Contractor shall invoice at the completion of the Agreement unless invoicing is tied in this Agreement to deliverables, or other invoicing requirements agreed to elsewhere in this Agreement.

- *) The amount shown on the invoice shall be in accordance with the fee or rate schedule provided herein.
- *) By submitting an invoice, Contractor certifies that the supplies, equipment, and/or 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.

- *) Invoices submitted by Contractor for supplies, equipment, and/or 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.
- *) 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.

Term of the Agreement: The term of this Agreement shall begin on date of execution and end on June 30, 2020, unless earlier terminated in accordance with this Agreement. This Agreement may be extended at the System's option for additional periods upon execution of an amendment providing for such extension.

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.

Authorization: Each party to this Agreement represents and warrants that: (a) it has the right, power, and authority to enter into and perform its obligations under this Agreement; (b) it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery, and performance of this Agreement; and (c) this Agreement constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.

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.

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 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 500/14.5, 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 105/8.40, 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 “revolving 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, offerors, 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.

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.

Employment and Use of Labor: Contractor shall conform to all Illinois statutory requirements regarding labor, including but not limited to: (i) the Prevailing Wage Act, as amended, 820 ILCS 130; and (ii) the Toxic Substances Disclosure to Employees Act, as amended, 820 ILCS 255. Contractor shall submit to the System copies of all Material Safety Data Sheets it has or may receive prior to or during the term of this Agreement.

Employment Status: Contractor and all personnel that Contractor assigns to perform services under this Agreement are not employees of the System and amounts paid pursuant to this Agreement do not constitute compensation paid to any employee of the System. The System assumes no liability for actions of Contractor or its personnel under this Agreement and this Agreement is not subject to the State Employee Indemnification Act, as amended, 5 ILCS 350.

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 bids 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
[Check only if legal status is C = Corporation
a limited liability company] 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.

Indemnification and Liability: Contractor agrees to indemnify, defend, 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 costs, demands, expenses, losses, claims, suits, damages, liabilities, settlements, and judgments, including in-house and contracted attorney fees and all expenses, arising out of (a) any breach or violation by Contractor of any of its representations,

warranties, covenants, or agreements set forth herein, (b) any actual or alleged death or injury to any person, damage to any property, or any other damage or loss by whomsoever suffered, claimed to have resulted in whole or in part from performance hereunder, (c) any act, activity, or omission of Contractor or any of its employees, representatives, subcontractors, or agents. Neither party shall be liable for incidental, special, consequential, or punitive damages.

Independent Contractor: Contractor is an independent contractor in the performance of this Agreement, and is not an agent, employee, partner, or in joint venture with the System. All payments by the System shall be made on that basis. Contractor and its employees are not employees of the System and amounts paid pursuant to this Agreement do not constitute compensation paid to an employee of the System. All personnel performing services pursuant to this Agreement are employees of Contractor, are treated as employees of Contractor for tax reporting purposes, and are provided all benefits of such employment that are provided or accrue to Contractor's employees, including, without limitation, health insurance, life insurance, disability insurance, workers' compensation, vacation, paid holidays, sick leave, and the like. The System assumes no liability for actions of Contractor or its employees under this Agreement and this Agreement is not subject to the State Employee Indemnification Act, 5 ILCS 350.

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:
Fax:
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@trsil.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.

Record Retention – Right to Audit: 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 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 section.

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.

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 15 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 15 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.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the dates below.

SIGNATURE BLOCK