



ADDENDUM TO INVITATION FOR BIDS DOCUMENT

ADDENDUM #1
Project Name: Digital Print Center Printers
Date: February 18, 2020

NOTICE TO ALL POTENTIAL RESPONDENTS

The Invitation for Bids is modified as set forth in this addendum. The original Invitation for Bids document and any previously issued addenda remain in full force and effect, except as modified by this addendum, which is hereby made part of the Invitation for Bids. Respondent shall take this addendum into consideration when preparing and submitting its bid.

The following sections shall be modified to the original document:

1. Section – *General Specifications and Cost Bid Sheet*;
Subsection - *Specifications and Questions*, page 5
Language Added:
 - *Konica Minolta AccurioPress C3080*
 - *Canon ImagePress C10000*
 - *EFI Fiery Server with Impose option* or like product
 - *3-Sided Trimmer*
2. Section – *General Specifications and Cost Bid Sheet*;
Subsection – *Cost Sheet*, page 8
Language Added:
 - *Konica Minolta AccurioPress C3080*
 - *Canon ImagePress C10000*
 - *(Please Specify which model(s) is being priced)*

ALL BIDDERS SHALL ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF ADDENDUM NUMBER #1 (DATED FEBRUARY 18, 2020) FOR INVITATION FOR BIDS - DIGITAL PRINT CENTER PRINTERS, BY SIGNING IN THE SPACE PROVIDED AND SUBMITTING THE SIGNED ADDENDUM WITH YOUR BID. BIDS SUBMITTED WITHOUT THIS ADDENDUM MAY BE CONSIDERED NON-RESPONSIVE.

SIGNED THIS _____ DAY OF _____, 2020.

SIGNATURE

COMPANY NAME



Invitation for Bids (Services & Goods)

Project Name: Digital Print Center Printers

Date: February 13, 2020

1. The Illinois Municipal Retirement Fund (IMRF) is inviting bids for the products and/or services described in the general specifications, set forth below. Bids should be submitted by written form by email, facsimile, registered mail, certified mail or hand delivery.
2. It is anticipated that the bids will be opened immediately after the submission time and date, and the bids awarded to the successful bidder as indicated in the General Instructions. IMRF reserves the right to award the bid to other than the low (high) bidder or to reject all bids.

About IMRF

IMRF is a multiple employer agent public employee retirement system providing retirement, survivor, death, and disability benefits to employees of units of local government in Illinois. Created by the Illinois General Assembly, IMRF is governed by the Illinois Pension Code (40 ILCS 5/1-101 et seq.) and is a defined benefit pension plan.

IMRF provides benefits to eligible employees of approximately 3,000 units of government. IMRF has approximately 175,000 active members, 117,000 inactive members, and 115,000 retirees and beneficiaries. We manage assets of approximately \$41 billion, and are governed by an eight member Board of Trustees elected by the employers, active members, and annuitants.

The Board of Trustees makes all benefit decisions and has rule-making authority. Decisions of the Board of Trustees are subject to judicial review under Article III of the Code of Civil Procedure (735 ILCS 3-101 et seq.). IMRF is not an agency of the State of Illinois and is not subject to the Illinois Administrative Procedure Act. IMRF's latest Comprehensive Annual Financial Report and other information about IMRF may be obtained from the website at www.imrf.org.

IMRF's Mission

To efficiently and impartially develop, implement, and administer programs that provide income protection to members and their beneficiaries on behalf of participating employers, in a prudent manner.

IMRF's Vision

To provide the highest quality retirement services to our members, their beneficiaries, and employers.

IMRF's Values

Guiding us to REAACH our Mission, Vision, and Goals

Respect
Empathy
Accountability
Accuracy
Courage
Honesty

Illinois Performance Excellence

In our journey towards excellence, IMRF has adopted the Baldrige Criteria framework in order to help us develop and maintain continuous improvement efforts. The Baldrige Criteria outline a set of qualities high-performing organizations possess, in the following seven categories:

1. Leadership
2. Strategy
3. Customers
4. Measurement, analysis, and Improvement of Organizational Performance
5. Workforce
6. Operations
7. Results

Customer Service Principles

In March 2012, IMRF adopted our organizational Customer Service Principles as part of Modernization. The Customer Service Principles apply to everything we do at IMRF. They shape our approach to serving our customers and should guide all day-to-day IMRF operations.

To provide great customer service, IMRF will:

- Establish, manage and communicate expectations, and then follow up.
- Supply timely and accurate information.
- Be simple, fast, and easy for the customer.
- Offer a variety of options.
- Have a global view of the customer.
- Empower staff to resolve problems.

Vendor Expectations

IMRF's Vision and Values and Customer Service Principles help us achieve our goals. We expect our vendors to assist us in achieving these goals by:

- Following our Values.
- Respecting our Customer Service Principles with on-time services and quality products.
- Complying with our ethical bidding process starting with the initial vendor contact through fulfilling contract / order requirements.
- Maintaining a professional work ethic.

Purchasing Diversity Policy

The goal of the IMRF Purchasing Diversity Policy is to promote utilization of businesses owned by minorities, females, and persons with a disability in procurement activities. IMRF encourages its vendors to review the policy, which can be found at www.imrf.org/en/about-imrf/procurement/procurement-diversity-policy.

Code of Conduct Compliance Policy

The IMRF Code of Conduct requires all employees to observe the highest standards of business and personal ethics in the conduct of their duties and responsibilities. IMRF also expects its vendors to comply with our Code and to report violations or suspected violations in accordance with this Code of Conduct Compliance Policy.

Reports of violations or suspected violations can be made via our independent third party provider, Global Compliance Services. If desired, a vendor can submit the report anonymously, via phone or web. IMRF must comply with the Illinois Freedom of Information Act (5 ILCS 140/1 et seq).

General Instructions

Written bids are required by IMRF for *Digital Print Center Printers* as described in the sections below. The bids should be submitted to IMRF on or before the close of business at 3:30 CST on **March 3, 2020**. Bids MUST include the bid specification cost sheet and a completed Verification of "Minority Owned Business", "Disabled Owned Business" Or "Woman Owned Business" Status (Exhibit B).

1. Submit to:
Daniel Martinez
Illinois Municipal Retirement Fund
Suite 500, 2211 York Rd.
Oak Brook, IL 60523-2337
630-368-5366
Fax: 630-706-4233
Email: danielmartinez-procurement@imrf.org
2. The bid, to be awarded by **April 3, 2020** will be confirmed by a purchase order issued to the successful bidder.
3. The bid will be awarded based on the overall bid; however, prices should be shown for each line item.
4. Equipment must be new and fully eligible for manufacturer's warranty.
5. Deliveries might have to be broken down. F.O.B. inside delivery, Room 500, 2211 York Road, Oak Brook, IL 60523. Freight should be included in the unit price. Inside delivery to IMRF. Pallets must be broken down and boxes hand-carted to the fifth floor, Room 500

The building does have a passenger elevator but does not have a freight elevator. Deliveries might have to be broken down so that they can be hand-trucked to the fifth floor. The building dock has the following restrictions:

Height of Truck 14 feet
Length of Truck 40 feet
Size of Deliveries
Not wider than 28ft. and higher than 76 in.
Slope of the Loading Dock....
Slope of the ramp is 9 degrees
6. IMRF must comply with the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.) IMRF cannot represent or guarantee that any information submitted in response to this Invitation for Bids will be confidential. If IMRF receives a request for any document submitted in response to the Invitation for Bids, IMRF's sole responsibility will be to notify respondent of a request for such document to allow the respondent to seek protection from disclosure in a court of competent jurisdiction. No documentation will be provided under FOIA until the contract has been awarded.
7. IMRF is exempt from State and Local sales and use taxes.
8. IMRF is considered an "instrumentality of Illinois local government." IMRF is also a registered participant in the State of Illinois Joint Purchasing Program; our registration number is L1074.
9. IMRF has adopted a Diversity Procurement Policy, a copy of which is available from the IMRF Purchasing Coordinator and on the IMRF website (www.imrf.org). The bidder acknowledges receipt of a copy of said policy by signing and submitting a bid sheet to IMRF.
10. The bid shall constitute a binding offer to sell the above-noted product(s) to IMRF and may not be withdrawn once the Board of Trustee of IMRF has awarded the contract to the successful bidder.
11. The bid must be submitted on the IMRF Bid Sheet, which is hereby made an integral part of this document. Include all terms and conditions so the Bid Sheet is a signable contract.
12. Printing vendors must be pre-qualified through the Purchasing Department, before they are eligible to submit a bid. For inquiries, contact Daniel Martinez.
13. IMRF may terminate any bid award, upon thirty (30) days written notice to the successful bidder.
14. Questions concerning these bid documents or the IMRF bid process shall be addressed solely to the IMRF Purchasing Coordinator, Daniel Martinez (contact information on previous page). IMRF reserves the right to disqualify any bid should any other IMRF staff member be contacted during the bid process without the express written authorization of Mr. Martinez.

GENERAL SPECIFICATIONS AND COST BID SHEET

Project Background

We currently operate two machines in the Digital Print Center which are: Konica Minolta C1100 and a Konica Minolta Bizhub Pro 1200. The goal is to have one high speed color machine and another lower speed color machine (primarily for backup) to replace both of our current production printers.

In conjunction with this project, we plan on replacing the flooring in the Digital Print Center. Once both RFP's are awarded to the vendors for flooring and these printers, IMRF will work both on a time line that includes the following.

- Removing our old printers
- Replacing the floor in the print center
- Installing the new printers

Our vision is to remove old equipment on a Thursday, flooring work will be completed Friday to Monday with installation of new equipment taking place that following Tuesday.

We produce many booklets that use the saddle stitch option with folding and face trim. The goal is to improve the look of booklets giving them a more professional finishing, the new high speed color machine will be upgraded to include a square fold option and 3 knife trim to give our booklets a perfect bound look with full bleeds.

Specifications and Questions:

High-speed Digital Color Copier/Printer:

- **Konica Minolta AccurioPress C6100**
 - **Konica Minolta AccurioPress C3080**
 - **Canon ImagePress C910**
 - **Canon ImagePress C10000**
-
- EFI Fiery Server **with Impose option** or like product
 - EFI Fiery FS350 system software or like product
 - Color Profiling Software with ES2000 Spectrophotometer
 - Training on configuration and on color management
 - 8 x 5 Service, with 4 hour response time for 3 years (minimum).
 - Minimum 90 page per minute printing speed, (8 ½ x 11 single sided)
 - Accepts hard copy and creates digital output from the scanner. and a network interface
 - Document Feeder for copy and scan to email, PC, Hard Drive
 - Auto duplex
 - Paper deck, 3 paper sources, and 5,000 sheet min.
 - Automatic Reduction and Enlargement
 - Must support PDF, PostScript Level, variety of PDL's such as Adobe and Postscript, PCL, TIFF and JPEG
 - Must include Job Interrupt from copy and job queue management from print
 - Surge Protector
 - Automatic meter read capability/connection to vendor
 - Hard drive erase security kit
 - Proposed equipment must fit in elevators, size: 4'4" deep x 6'6" wide x 8"10" high with a 3'5 1/2" wide x 7' high door.
 - IMRF requires maintenance to be performed by manufacturer personnel, not third parties
 - IMRF requires OEM parts to be used.

FINISHING OPTIONS

- Multi-position stapling
- Offset collate
- 2-3 hole punch
- **3-Sided** Trimmer, creaser and folding units to produce the square fold option

Please explain what color management server you are recommending for this configuration.

**What other options would you recommend be added to the configuration?
(Please indicate whether it is included in your pricing or if it needs to be added)**

Lower-speed Digital Color Copier/Printer:

- **Konica Minolta C658**
- **Canon ImagePress Lite C165**

- 60-65 pages per minute
- Color Scan
- Hard drive erase/security kit
- Scan functions to email/network destination
- Minimum copy resolution 1200 x 1200 dpi
- Minimum print resolution 1200 x 1200 dpi
- Duplex
- Ethernet connection 10/100/1000
- Memory minimum 1.0 GB RAMS
- Hard Disk Drive minimum 80 GB
- Minimum paper capacity of 3,500
- Automatic document feeder capacity: minimum of 50 sheets
- PCL & PS (Postscript) print languages

FINISHING OPTIONS

- Multi-position stapling
- 3 hole punch

Machine Questions

Please state the space requirements for the machines

Please state the power requirements for the machines.

Please state any other requirements for machine installation, not already mentioned.

Service Questions

What parts can be stocked at the customer site? What quantity of toner bottles and waste toner containers can be stocked? (IMRF prefers to keep 2-3 extra on-site)

If the toner can be recycled, do you offer a toner recycling program and Is there a cost to IMRF for this program to return ship or have the empty toner sent back?

Other Questions

What options do we have for billing of the service? What is your company's preferred billing cycle for these machines? (E.g. monthly, annual)

If we already own a machine that is serviced by your company and this new purchase is awarded to your company, can we combine the service invoices after the installation?

Please briefly describe any other advantages you may be providing IMRF from your company standpoint.

COST SHEET

DESCRIPTION

PURCHASE PRICE

Konica Minolta AccurioPress C6100

Konica Minolta AccurioPress C3080

Canon ImagePress C910

Canon ImagePress C10000

(Please specify which model(s) is being priced)

\$ _____

\$ _____

Canon ImagePress Lite C165 or

Konica Minolta C658

(Please specify which model is being priced)

\$ _____

Total price for specified machines

\$ _____

PRICE MUST INCLUDE DELIVERY, INSTALLATION/SET-UP, AND TRAINING

Our expectation is for machines to be delivered within 2-3 weeks of receipt of the PO.

Installation includes copier and printer functionality working properly

(Training may be scheduled over a few days in order to get all staff needs met)

**Estimated average monthly volume for this color machine is 134,918,
2019 annual total was 1,619,013**

Please include all toner developer, staples and other consumable supplies required for operation in your pricing. (Except paper)

C6100 or C910 color click charge \$ _____

C6100 or C910 black click charge \$ _____

**Estimated average monthly volume for this color machine is 24,750,
2019 annual total was 297,101**

Please include all toner developer, staples and other consumable supplies required for operation in your pricing. (Except paper)

C658 or C165 color click charge \$ _____

C658 or C165 black click charge \$ _____

Please detail any excess usage per copy if we exceed estimated volume Include cost for B&W and color.

Are there any other charges that will be incurred for providing maintenance to these machines? (Ex. Monthly digital support) Please provide a list with pricing.

Can you guarantee the maintenance price for years two and three?

Yes, the _____ per year price or per click charge will be guaranteed for the first 3 years.

No, Cannot guarantee the price. Therefore the pricing will be:

Year 2 price or click charge _____

Year 3 price or click charge _____

Equipment Removal - Removal and EPA-approved disposal of old copier/printers – including secure hard drive destruction. We expect to receive a certificate of destruction for both hard drives.

- Konica Minolta C1100 \$ _____
Lifetime clicks as of February 7th, 2020: 8,575,877
- Konica Minolta Bizhub Pro 1200 copier/printer \$ _____
- Lifetime clicks as of February 7th, 2020: 7,366,109

TOTAL for machines, less trade-in value \$ _____

Service Expectations

The following are all service expectations that IMRF requires:

1. IMRF expects a service technician to call the customer within 1 hour of placed service call.
2. IMRF expects a service technician to be on-site within 4 hours of placing a service call.
3. IMRF expects that if a service call is placed after noon that either the service technician will be on site that same day, or 8am the following business day.
4. IMRF expects that the machines maintain a 95% uptime or better.
5. IMRF expects that only OEM, Original Equipment Manufactured, parts be used in servicing the machines.
6. IMRF expects that commonly used OEM parts be stocked on-site at IMRF (IMRF will provide area for supplies) and the supply of these will be automatically replenished and delivered directly to IMRF. List of commonly replaced OEM parts for these machines will be posted near provided supply area.
7. IMRF expects that all additional OEM parts be in local inventory and/or available for overnight delivery.
8. IMRF expects that all service technicians be manufacturer direct, factory trained, on all equipment covered under maintenance.
9. IMRF expects that all supplies, including toner, staples, waste toner boxes (everything except paper), be included within the maintenance program. No additional costs.
10. IMRF expects that all equipment will be visible, in real-time, through a login and password protected website for detailed information regarding service calls, response times, uptime %, supply ordering history, meter readings, and service details. No fees for this service for the term of the maintenance agreement.
11. IMRF expects that there be a Replacement Guarantee direct from the manufacturer. At minimum the guarantee should state, "We guarantee your device(s) will meet factory specifications and be compatible with your network or we will replace your MFP." Performance of the machines is to be evaluated quarterly. Vendor to provide guarantee document direct from manufacturer.
12. IMRF expects that selected vendor will have a trainer on-site to perform training on all devices. Also, vendor will provide on-going on-site training through the maintenance contract term. No additional cost for initial or on-going training.
13. IMRF expects that customer support be available for issue resolution/application questions via both direct phone number as well as e-mail. Response to question will be within a 24 hour period.
14. IMRF expects that the cost per click will be consistent throughout the term requested. No escalations.
15. IMRF expects that no charges will be incurred for scans made through any MFP device.
16. IMRF expects that Lead Service Technician, Service Manager, and branch/Regional Service Management's full contact info be shared.

I acknowledge receipt of a current copy of the IMRF Diversity Procurement Policy ("Policy"). I understand that IMRF will typically award a bid to the lowest cost bidder. However, in order to meet the goals set forth in the Policy, a bid may be awarded to a vendor, other than the low bidder.

I certify that I have completed the IMRF Diversity Business Verification Form and I have attached a completed copy of said form to this bid.

I further understand and acknowledge that a fraudulent certification as to MWDBE status shall: 1) constitute grounds for the immediate termination of any bid award; 2) prohibit my participation in any further IMRF Invitation for Bids; and 3) may result in criminal prosecution to the fullest extent permitted by state and/or federal law.

Finally, I understand that, upon acceptance of this offer by the IMRF Board of Trustees, this offer and related documentation, and the request for bid shall become a binding contract. I agree that any negligence on my part in preparing this bid confers no right to withdraw the offer after it has been accepted by the IMRF Board of Trustees.

Company Name: _____

Authorized Signature: _____ **Date:** _____

Title: _____

IMRF Procurement Approval:

Authorized Signature: _____ **Date:** _____

Title: _____

IMRF Legal Approval:

Authorized Signature: _____ **Date:** _____

Title: _____

IMRF Final Approval:

Authorized Signature: _____ **Date:** _____

Title: _____

Exhibit A

Terms and Conditions

RFP/ BID

IMRF's Request for Proposal (RFP), Invitation for Bids, 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.

Code of Conduct

Contractor will comply with all applicable provisions of the IMRF Code of Conduct, a copy of which can be found at www.imrf.org/vendor-code-conduct

Termination of Contract

This Agreement may be terminated at any time by the mutual consent of IMRF and Contractor. Either party may, without the consent of the other party, terminate this Agreement upon 60 days' prior written notice to the other party. Upon early termination, Contractor shall be entitled to payment for satisfactory supplies, equipment and/or services provided as of the date of receipt of notice of termination and with adequate documentation.

Successors and Assigns

The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other.

Amendment

Amendments to this Agreement must be made in writing and signed by all parties. If an amendment causes an increase in the Contractor's costs or in the time required for performance, the Agreement may be modified accordingly. Nothing in this clause shall excuse the Contractor from performing.

Severability

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

Standard of Care

Services performed by Contractor under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. If the Contractor fails to meet the foregoing standard, Contractor will perform at its own cost, and without reimbursement from IMRF, the professional services necessary to correct errors and omissions caused by Contractor's failure to comply with the above standard and reported to Contractor within one (1) year from the completion of Contractor's services under this Agreement.

Unavoidable Delay

If the Contractor is delayed in the delivery of goods or services purchased under this Agreement by a cause beyond its control, the Contractor must, as soon as it knows of the delay, give written notice to IMRF and request an extension of time for performance. IMRF shall examine the request and determine if such an extension is to be granted. IMRF is under no obligation to grant such an extension.

Performance

Contractor agrees that IMRF shall be the sole judge as to whether work performed under this Agreement has been satisfactory. Any goods furnished shall be received subject to IMRF's inspection and right of rejection.

Relationship between IMRF and the Contractor

Contractor is an independent contractor in the performance of this Agreement, and is not an agent, employee, partner, or in joint venture with IMRF.

Warranties

In addition to all warranties provided by law, Contractor warrants that the services, supplies and/or equipment furnished under this Agreement: (i) will conform to drawings, plans, specifications, samples or other descriptions furnished, specified, accepted, or approved by IMRF, including but not limited to all specifications attached as exhibits to this Agreement; (ii) will be merchantable, of good quality in manufacture and workmanship, free from defects for a period of twelve months or longer if specified in writing, and fit and sufficient for the intended use; (iii) will comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of such goods; (iv) will be of good title and be free and clear of all liens and encumbrances; and (v) will not infringe any patent, copyright, or other intellectual or proprietary rights of any third party. Contractor agrees to reimburse IMRF for any losses, costs, damages, or expenses, including without limitation, reasonable attorney fees and expenses, arising from failure of such goods to meet such warranties. These warranties shall be in addition to all other warranties, express, implied, or statutory, shall survive IMRF's payment, acceptance, inspection, or failure to inspect such goods.

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 and will not be construed to be a waiver of any provision except for the particular instance.

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 IMRF in the course of carrying out its responsibilities under this Agreement. IMRF hereby designates all information received or accessed pursuant to this Agreement as confidential unless otherwise stated in writing. Contractor shall not unnecessarily communicate such data or information within Contractor's operations. No such data or information shall be disclosed or disseminated except as authorized by law and with the written consent of IMRF, either during the period of this Agreement or thereafter. Contractor must return all such data and information, in the same file format as it was provided to the Contractor, promptly at the end of the Agreement or earlier at the request of IMRF, or shall notify IMRF in writing of its destruction. If there is a breach in regards to IMRF data, security or information, IMRF must be notified within 72 hours. All information and documents sent to the Contractor remains the property of IMRF.

Open Records/Open Meetings

Contractor acknowledges that IMRF and this Agreement are subject to the provisions of the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*)

Applicable Law

This Agreement and Contractor's obligations and services hereunder are 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 IMRF arising out of or in connection with this Agreement shall be instituted in the Circuit Court of DuPage County or the US District Court for the Northern District of Illinois. IMRF may agree to arbitration or other alternative dispute resolution at its sole discretion.

Indemnity and Hold Harmless Agreement

To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless IMRF and its trustees, agents, and employees against all losses, damages, claims, suits, liabilities, judgments, costs and 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, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Contractor, its employees, or its subcontractors, and the Contractor shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against IMRF in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

This Agreement shall not be construed as requiring the Contractor to indemnify IMRF for IMRF's own negligence.

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, and the Illinois Human Rights Act. 42 USC 12101 *et seq.*, 775 ILCS 5, 775 ILCS 10.

Employment of IMRF Employees

Contractor agrees to notify IMRF if it solicits or intends to solicit for employment any of the employees of IMRF during the term of the Agreement.

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 IMRF an 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 IMRF. 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. Contracts that include contractor-provided delivery to IMRF's Oak Brook office require a separate certificate of insurance for the building. IMRF will provide the necessary information.

Payment Procedures

IMRF will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

Exhibit B

VERIFICATION OF “MINORITY OWNED BUSINESS”, “DISABLED OWNED BUSINESS” or “WOMAN OWNED BUSINESS” STATUS

_____ verifies that it DOES / DOES NOT meet
(Firm Name)
the requirements to be classified as a “**Minority Owned Business**” as defined in Illinois Statute 30-ILCS-575/2 Business Enterprise for Minorities, Women, and Persons with Disabilities Act.
(Excluding the statutory maximum of 75 million in gross annual sales)

_____ verifies that it DOES / DOES NOT meet
(Firm Name)
the requirements to be classified as a “**Female Owned Business**” as defined in Illinois Statute 30-ILCS-575/2 Business Enterprise for Minorities, Women, and Persons with Disabilities Act.
(Excluding the statutory maximum of 75 million in gross annual sales)

_____ verifies that it DOES / DOES NOT meet
(Firm Name)
the requirements to be classified as a “**Disabled Owned Business**” as defined in Illinois Statute 30-ILCS-575/2 Business Enterprise for Minorities, Women, and Persons with Disabilities Act.
(Excluding the statutory maximum of 75 million in gross annual sales)

_____ verifies that its gross annual sales for the
(Firm Name)
last fiscal year DID / DID NOT exceed \$75,000,000 in as evidenced by its annual federal tax return.

_____ verifies that it IS / IS NOT a publicly held/traded firm.
(Firm Name)

Signature

Title

Date

Pertinent definitions from Section 2 of the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/2):

(A) For the purpose of this Act, the following terms shall have the following definitions:

(1) "Minority person" shall mean a person who is a citizen or lawful permanent resident of the United States and who is any of the following:

(a) American Indian or Alaska Native (a person having origins in any of the original peoples of North and South America, including Central America, and who maintains tribal affiliation or community attachment).

(b) Asian (a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam).

(c) Black or African American (a person having origins in any of the black racial groups of Africa). Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American".

(d) Hispanic or Latino (a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race).

(e) Native Hawaiian or Other Pacific Islander (a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands).

(2) "Female" shall mean a person who is a citizen or lawful permanent resident of the United States and who is of the female gender.

(2.05) "Person with a disability" means a person who is a citizen or lawful resident of the United States and is a person qualifying as a person with a disability under subdivision (2.1) of this subsection (A).

(2.1) "Person with a disability" means a person with a severe physical or mental disability that:

(a) results from:

amputation,	hemophilia,
arthritis,	respiratory or pulmonary dysfunction,
autism,	an intellectual disability,
blindness,	mental illness,
burn injury,	multiple sclerosis,
cancer,	muscular dystrophy,
cerebral palsy,	musculoskeletal disorders,
Crohn's disease,	neurological disorders, including stroke and epilepsy,
cystic fibrosis,	paraplegia,
deafness,	quadriplegia and other spinal cord conditions,
head injury,	sickle cell anemia,
heart disease,	ulcerative colitis,
hemiplegia,	specific learning disabilities, or
	end stage renal failure disease; and

(b) substantially limits one or more of the person's major life activities.

Another disability or combination of disabilities may also be considered as a severe disability for the purposes of item (a) of this subdivision (2.1) if it is determined by an evaluation of rehabilitation potential to cause a comparable degree of substantial functional limitation similar to the specific list of disabilities listed in item (a) of this subdivision (2.1).

(3) "Minority owned business" means a business concern which is at least 51% owned by one or more minority persons, or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons; and the management and daily business operations of which are controlled by one or more of the minority individuals who own it.

(4) "Female owned business" means a business concern which is at least 51% owned by one or more women, or, in the case of a corporation, at least 51% of the stock in which is owned by one or more women; and the management and daily business operations of which are controlled by one or more of the women who own it.

(4.1) "Business owned by a person with a disability" means a business concern that is at least 51% owned by one or more persons with a disability and the management and daily business operations of which are controlled by one or more of the persons with disabilities who own it. A not-for-profit agency for persons with disabilities that is exempt from taxation under Section 501 of the Internal Revenue Code of 1986 is also considered a "business owned by a person with a disability".

(4.2) "Council" means the Business Enterprise Council for Minorities, Women, and Persons with Disabilities created under Section 5 of this Act.

(8) "Certification" means a determination made by the Council or by one delegated authority from the Council to make certifications or by a State agency with statutory authority to make such a certification, that a business entity is a business owned by a minority, female, or person with a disability for whatever purpose. A business owned and controlled by women shall be certified as a "female owned business". A business owned and controlled by women who are also minorities shall be certified as both a "female owned business" and a "minority owned business".

(9) "Control" means the exclusive or ultimate and sole control of the business including, but not limited to, capital investment and all other financial matters, property, acquisitions, contract negotiations, legal matters, officer-director-employee selection and comprehensive hiring, operating responsibilities, cost-control matters, income and dividend matters, financial transactions and rights of other shareholders or joint partners. Control shall be real, substantial and continuing, not pro forma. Control shall include the power to direct or cause the direction of the management and policies of the business and to make the day-to-day as well as major decisions in matters of policy, management and operations. Control shall be exemplified by possessing the requisite knowledge and expertise to run the particular business and control shall not include simple majority or absentee ownership.

(10) "Business concern or business" means a business that has annual gross sales of less than \$75,000,000 as evidenced by the federal income tax return of the business. A firm with gross sales in excess of this cap may apply to the Council for certification for a particular contract if the firm can demonstrate that the contract would have significant impact on businesses owned by minorities, women, or persons with disabilities as suppliers or subcontractors or in employment of minorities, women, or persons with disabilities.

(B) When a business concern is owned at least 51% by any combination of minority persons, women, or persons with disabilities, even though none of the 3 classes alone holds at least a 51% interest, the ownership requirement for purposes of this Act is considered to be met. The certification category for the business is that of the class holding the largest ownership interest in the business. If 2 or more classes have equal ownership interests, the certification category shall be determined by the business concern.

(Source: P.A. 98-95, eff. 7-17-13; 99-143, eff. 7-27-15.)