

# ADDENDUM TO INVITATION FOR BIDS DOCUMENT

# ADDENDUM #1 Project Name: Executive, Employee, and Annuitant Trustee Elections Printed Materials Date: April 30, 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 language shall be modified to the original document:

- Page 12 IMRF Printing Specification Cost Sheet;
   Section 2 Employee Trustee Election bid specs;
   Subsection: C Employee Trustee Ballot
   Paper Name: Springhill Opaque
- Page 16 IMRF Printing Specification Cost Sheet;
   Section 3 Annuitant Trustee Election bid specs;
   Subsection: C. 1 (one) Annuitant Trustee Ballot
   Paper Name: Springhill Opaque

ALL BIDDERS SHALL ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF ADDENDUM NUMBER 2 (DATED MARCH 24, 2020) FOR INVITATION FOR BIDS - RSA SECURID LICENSE AND MAINTENANCE, 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

Project Name: Executive, Employee, and Annuitant Trustee Elections - Printed Materials

Date: April 23, 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.
- 3. Illinois law provides that IMRF does not have to hold an election when there is only one certified candidate per open seat.

  Should there be only one certified candidate per opening, no election will take place, and the bid award will be terminated. The successful bidder acknowledges this possibility and by submitting its bid consents to immediate termination of any bid or portion of bid awarded upon notice by IMRF that no election will occur.
- 4. Please note that these materials will require a quick turnaround time. Artwork for the ballots will be provided:

No later than **September 25, 2020** for the Executive Election, and all printed ballots and associated materials **must be delivered to the mailer by October 7, 2020.** 

No later than **October 1, 2020** for the Employee and Annuitant Elections, and all printed ballots and associated materials must be delivered to the mailer by October 14, 2020.

#### 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
Honest

#### 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 **Executive**, **Employee**, **and Annuitant Trustee Elections - Printed Materials** 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 **May 7**, **2020**. Bids MUST include the bid specification cost sheet which can be found at the end of this document.

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

- The bid, to be awarded by June 12, 2020 will be confirmed by a purchase order issued to the successful bidder.
- 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.
- IMRF is exempt from State and Local sales and use taxes.

- 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.
- Printing vendors must be pre-qualified through the Purchasing Department, before they are eligible to submit a bid. For inquiries, contact Daniel Martinez.
- IMRF may terminate any bid award, upon thirty (30) days written notice to the successful bidder.
- 14. Illinois law provides that IMRF does not have to hold an election when there is only one certified candidate per open seat. Should there be only one certified candidate per opening, no election will take place, and the bid award will be terminated. The successful bidder acknowledges this possibility and by submitting its bid consents to immediate termination of any bid or portion of bid awarded upon notice by IMRF that no election will occur.
- IMRF reserves the right to award separate bids for the production of election materials and tabulation of ballots.
- 16. Questions concerning these bid documents or the IMRF bid process shall be addressed solely to the IMRF Procurement Specialist, Daniel Martinez. 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.

# IMRF 2020 Board of Trustees Election

# **IMRF** Printing Specification Cost Sheet

In 2020, the Illinois Municipal Retirement Fund will conduct three Trustee elections: one for an Executive Trustee, one for two Employee Trustees, and one for an Annuitant Trustee. Each election requires separate ballots, outgoing envelopes, ballot return envelopes, and return mailing envelopes.

To assist you in creating your bid, each product or service associated with each election is presented separately within the bid document.

The Section Header on the top of each page identifies which bid specs apply to which election.

- 1. Executive Trustee (Section 1: pages 5 through 10)
- 2. Employee Trustee (Section 2: pages 11 through 14)
- **3.** Annuitant Trustee (Section 3: pages 15 through 17)
- **4.** Total cost for all three elections and vendor signature (Section 4, page 18)
- **5. Shipping information** on shipping to Advantage Marketing Group (Section 5, page 19)

# Notes:

# A. No. 9 envelope

Each election uses a No. 9 envelope in the ballot packet. However, the No. 9 used for each election is different. In one case it is a different color, and in the other two cases different text is printed on the outside of the envelope.

# **B.** 6-3/4" remittance envelope

The Employee and Annuitant Trustee election packets include a 6-3/4" remittance envelope to return the ballot.

# **C.** 8-5/8" envelope

The Executive Trustee election packets include an 8-5/8" ballot envelope. Two different ballot envelopes are required, each a different color and each with different text.

# D. Shipping to Advantage Marketing Group

All printed material will be shipped to Advantage Marketing Group. Material receiving specifications are provided on page 20.

# E. FIM and intelligent mail bar codes for EMPLOYEE and ANNUITANT ballot envelopes

Vendor may be required to obtain FIM and intelligent mail bar codes for return envelopes; otherwise, IMRF will send artwork to you.

# SECTION 1 – $\underline{\text{EXECUTIVE}}$ Trustee Election bid specs

										1	
Project	t: Execut	tive Trus	tee 202	0 electio	n		per bstitutions		No Yes	Date:	5-7-20
	Print:						owed?		. 00		
	A. 1 (one	e) outgoing er	nvelope								
		o) ballot envel									
		for Governing	Bodies, or	e for Authoria	zed						
	Agen	ເຮ <sub>)</sub> e) return enve	lono								
		e) return enve e) ballot/broch		harizad Agan	ıte.						
	•	e) candidate b		113							
		rning Bodies	nograpity b	iodiale ioi							
		e) ballot resol	ution for Go	es							
	,	•		· ·							
										l .	
A. Outgo	ing Envel	lope									
Quantity	3,700	Paper Nam	e: No. 1	Color:	Whit	te	Finish:	Wove	Wt:	24#	
	□No	No.	1	Type:			mple art bel				so see
					sar	nple	of actual er	rvelope	provid	ded.)	
	NG SERVICE F	Brook IL 6052: REQUESTED		losed						ILLINOIS	TAGE PAID MUNICIPAL MENT FUND
Size:	4-1/8" x 9-	1/2"		⊠ Ope	n Long E	End	☐ Open S	Short en	d [	Self Se	eal gum
Front Ink					Back II	nk			plate	es	
Primary	Secon	d	Third	1	Primar	y			Sec	ond	
Black	PMS R	Rubine Red									AB
Bleeds?	⊠ No		Sides:								
					Λ.	) I I T	COLNC EN	IVEI OF	E CO	ст ф	

B. Ballot Envelopes – 3,700 in total											
<u>Backs</u> are	e different										
B-1 Ballot En	velope No. 1 – "Αι	ıthori	zed Ager	ıt"							
Quantity	Approximately 2,60	0									
Paper Name:	No. 8-5/8"		Color:	Cream		Finish:		W	t:	24#	
<b>Size:</b> 3-5/8"	x 8-5/8"			Long End	ong End				☐ Self Seal gum		
Front Ink				Back Ir	ık			plates			
Primary	Second	Thire	hird Primary Second Th		Third	Pic	2165				
Black	PMS Rubine Red	none	;	Black				ak	o/cd		
Bleeds	lo 🗌 Yes							·			
B-2 Ballot En	velope No. 2 – "Go	overni	ing Body	,"							
Quantity	Approximately 1,10	00									
Paper Name:	No. 8-5/8""		Color: Light Green Finish:				Wt: 24		24#		
<b>Size</b> : 3-5/8"	x 8-5/8"		⊠ Open	Long End		Open Shor	rt end	☐ Self	Seal g	um	
Front Ink		•		Back Ir	ık			nle	otoo		
Primary	Second	Thire	d	Primar	у	Second	Third	pic	ates		
Black	PMS Rubine Red	none	)	Black	PMS Rubine none Red			ak	o/cd		
Bleeds 🖾 N	lo 🗌 Yes										
		Τ									
		В. В	ALLOT E	NVELOP	E COS	Г \$					
C. Return E	nvelope										
Quantity:	Approx. Pape Name		No. 9	Color:	Tan	Finish:	Wove		Wt:	24#	
Die Cut(s):	⊠ No ☐ Yes	N	<b>o.</b> n/a	Type:							
Size:	3-7/8" x 8-7/8"			⊠ Open	Long E	nd 🗌 Open	Short end	☐ Self	Seal g	um	
Front Ink		1			Back I	nk					
Primary	Second	Third			Primary Seco			ond	plate	es	
Black									a/		
Bleeds?	⊠ No Yes □ S	ides:									
	C. RETURN ENVELOPE COST \$										

# SECTION 1 – $\underline{\text{EXECUTIVE}}$ Trustee Election bid specs

D. Ballot brochure for Authorized Agents												
Quantity	2,600	Paper Name:	Springhil Opaque	Col	or: Cr	eam	Finish:	Offset	Wt:	70#		
Finished Size:	3-1/2" x 7	"	Flat Size	Plea Ballo the o brood Flat is ur size	Please note: Ballot consists of brochure with voting instructions, biographies of the candidates, and a <b>perforation</b> to remove the ballot from the brochure.  Flat size and folds will depend upon number of candidates, which is unknown at this time. Ballot may be larger or smaller than flat size specified, and folds may be more or less than specified.  Please provide cost for 21" x 7" brochure with three folds and one perforation.							
Bleeds:	⊠ No □ Yes											
Fold(s):	☐ No	⊠ Yes	No.:	3	Type: One half fold, one brochu					(tri) fold		
Perf:	□ No ⊠ Yes	See Flat size abo	ve		Position: ☐ Left ☐ Right ☐ Center ☐ Left & Right							
Front Ink						Back	Back Ink			plates		
Primary		Second	Third			Prim	ary	Second		plates		
Black		Rubine Red	in cool g of ballot quote so counterf such as screen t	al Watern ray ink o Vendor ome othe eit meas an "invis hat appe en ballot	n face may r anti- ure, ible" ars	Black rk" face ay inti- e,		Rubine I	Red	abc/de		
Multi-Ink Ble	ends?	⊠ No □ Ye	es									
D. BALLOT BROCHURE FOR AUTHORIZED AGENTS COST \$												

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E. Candidate Biography Brochure Governing Bodies														
Quantity	1,100	Paper Name		ringhill aque	Col	or: Light Gree	า	Finis	h:	Offset	Wt:	70#	<u>t</u>	
Finished Size:	3-1/2")	· 7"	Fla	t Size:	Ple Car bioq Flat unk sma	21" x 7"  Please note:  Candidate biography brochure consists of voting instructions and biographies of the candidates.  Flat size and folds will depend upon number of candidates, which is unknown at this time. Candidate biography brochure may be larger or smaller than flat size specified, and folds may be more or less than specified.  Please provide cost for 21" x 7" brochure with three folds.							es, which is / be larger or r less than	
Bleeds:	⊠ No	☐ Yes												
Fold(s):	☐ No	⊠ Yes No.: 3				Type: One half fold, one brochure (tri) fold								
Perf:	⊠ No	o □ Yes				sition:		☐ Le	eft [	Right [	] Centei	. 🔲	Left & Right	
Front Ink					_			Back	k Ink				nlotos	
Primary		Seco	Thi	rd		Prim		Second			plates			
Black	Rubine Red					ne		Black Rubine Red					ab/cd	
Multi-Ink Blends?														
E. CANDIDATE BIOGRAPHY BROCHURE FOR GOVERNING BODIES COST \$														
F. Ballot	Resolu	tion for	Gove	rning E	Bodie	es								
Quantity	1,100	Paper Name:	Spring Opaqu		olor:	lor: Canary Fig. (Yellow)			nish: Offset Wt:			-	70#	
Finished Size:	3-1/3" x 8	3-1/2"	Flat Si	<b>ze</b> : 8-	1/2" x 10"									
Bleeds:	⊠ No	☐ Yes												
Fold(s):	□No			No.:	2	Type:		(	C fold	(letter fold t	to fit into	8-5/8	3" envelope	
Perf:	⊠ No	☐ Yes				Position:		[	☐ Lef ☐ Lef	t □ Rigl t & Right	ht 🗌	Cent	er	
Front Ink							В	ack In	k			plat	es	
Primary		Second			Thi	rd	P	rimary		Second		Piat		
Black		cool gray ballot. Vo some oth counterfor such as	al Waterry ink on a endor ma her anti- eit meas an "invis hat appe llot is	measure, n "invisible" t appears only t is		none ne		one	1	none		ab		
Multi-Ink Bl	lends?	⊠ No	☐ Yes	3										
F. BALLO	T RESOL	UTION F	OR GO	VERNII	NG B	ODIES CO	ST	\$						

Composition/Artwork/Proof												
Art Format Supp	lied:	☐ Disk/CD ← File uploa ☐ Camera R ☐ Film	d to Ven	dor site (	if avai	lable)	Progra	am/Version:	InDesign CC			
Proof Type:	⊠ Color ☐ On-s	Color Key Color Laser On-site Approval Other										
Platform:	⊠ PC	ntosh			PRO	OOFS COST	\$					
Bindery/Fini	shing				_							
Fold(s):	□ No	⊠ Yes	No.:		Тур	e:	E. Candi gove	brochure for A date Biography erning bodies	authorized Agents by brochure for governing bodies			
Score(s):	⊠ No	Yes	No.:		Тур	e:			-			
Die Cut(s):	⊠ No	Yes	No.:	1	Тур	e:						
Punch:	⊠ No	Yes	No.:		Тур	e:						
Numbering:	⊠ No	Yes	# of pl	aces:			Color:		Type:			
Crimp:	⊠ No	☐ Yes			Po	osition:	☐ Left	☐ Right ☐	] Center			
Missing #s:	⊠ No	Yes; List _										
Perf:	-	See page 7  D. Ballot Broch Authorized			Po	osition:	☐ Left ☐ Right ☐ Cente					
Line Glue:	⊠ No	Yes				osition:	Left	Right				
Wafer Seal:	⊠ No	☐ Yes	No.:			Type:						
Γ												
Packaging												
Type Required:		nvenient Carto rinkwrap	ns			Special Han	dling:					
						PACKAGING COST \$						

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Delivery						
FOB Point:						
IMRF*		⊠ No	☐ Yes		Quantity:	
Advantage Marketing Group * *		□No	⊠ Yes		Quantity:	ALL
Delivery Date Required:	7, 20 be p	ater than ( 020; artwo provided to ater than tember 25	rk will you	DELIVE	RY COST \$	
*IMRF Inside delivery to IMRF, Inside delivery to Improve the Inside delivery to Improve the Impr	d in the down we a fithe fiftens:	he unit prion and box reight eleventh floor. The max width Max width	es hand rator and ne buildin 14 fe 40 fe n is 28 fe t is 76 fe	carted to deliveries ag dock et et et		ge Marketing Group or address and material receiving specifications.

TOTAL EXECUTIVE ELECTION BID \$\_\_\_\_\_

Project:	Emp	loyee	Tru	stee	2020 E	lection	)	Qı	uantity	<b>'</b> :		Approx. 205,000		Date	e:	5-7-20
<ul> <li>□ Print:         <ul> <li>A. 1 (one) outgoing envelope</li> <li>B. 1 (one) return envelope</li> <li>C. 1 (one) ballot</li> </ul> </li> <li>□ FIM and intelligent mail bar codes for EMPLOYEE ballot envelopes</li> </ul>							aper su		ıtions	⊠ No	□ Y	es				
A. EMP	) O	VEE (	) i i	taoir	na En	volon										
Quantity	App	rox. ,000			Name:	No. 9	_	Color:	White	€	Finish:	Wove	Wt	:	24#	
Size:	3-7/	8" x 8-7	/8"				D	<b>☑</b> Open	Long	End	☐ Oper	Short end		Self S	Seal gu	ım
Front Ink												Back Ink				
Primary		Second Thir				hird			Primary	7	Se	cond		plates		
Black			PΝ	1S Rub	ine Red											AB/
Bleeds?		⊠ No		Yes		Sides:			A. OL	JTGO	ING EN	VELOPE C	OST	\$		
								_								
B. EMF	LO							_		I					T	
Quantity:		Approx 205,00		Pa Na	oer me:	6-3/4			lor:	Viole	et (orchid)	Finish:	Wo	ve	Wt:	24#
Die Cut(s)	:	⊠ No		Yes												
Size:		3-5/8"	x 6-	1/2"					Open	Lona	End [	Open Sho	rt end	ı [	Self S	Seal gum
Style:				remitta	nce						(remois					<u> </u>
Flap Style	<u> </u>	•			"square	<b>)</b>					eam cons					
Front Ink	-	rtorriit		3 (0 0/0	oquaio	/					Back					
Primary				Seco	nd		Th	nird			Prima	ry		Sec	ond	plates
Black									Black	-		PMS Rub Red	ine	ab/cd		
Bleeds?	_	⊠ No	Υe	es 🔲	Side	es:				· <u> </u>			_	_		
Vendor more These san from the p	nples	are nec	cess	ary to	erify IN	IRF's QE	3RM	l eligibil				F to receive	a dis	scoun	ted po	stal rate
						В	B. RETURN ENVELOPE COST \$									

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C. EMPL	C. EMPLOYEE Trustee Ballot										
Quantity	Approx 205,000	Paper Name:	Springhill Opaque	Color:	Violet (Orchid)	Finish:	Offset	Wt:	60#		
Finished Size:	3-3/8" x 6-1/	4"	Flat Size:	3-3/8" x 6-	·1/4"						
Bleeds:	⊠ No □	Yes									
Fold(s):	⊠ No □	Yes									
Perf:	⊠ No □	Yes									
Front Ink						Back Ink	nlat	plates			
Primary		Second		Third		Primary	Second	piat	piatoo		
Black	ack Rubine Red				Natermark" in nk on face of dor may e other anti-measure, "invisible" t appears only t	Black	Rubine Red	abo	/de		
Multi-Ink Ble	nds?	⊠ No □	Yes								
	C. EMPLOYEE BALLOT COST \$										

Composition/Artwork/Proof									
Art Format Supp	lied:	☑ Disk/CD o	or		Program/Version:	InDesign CC			
		☐ File uploa	d to Vendor site (	if available)					
		☐ Camera R	eady						
		Film	·						
B ( T	ППО			·· A	0.11				
Proof Type:	Colo	r Key 🛚 Cold	r Laser	site Approval	Other				
Platform:	⊠ PC	☐ Macintosh		PROOFS COST	Γ \$				
Bindery/Fin	nishing	,							
Fold(s):	⊠ No	Yes	No.:	Type:					
Score(s):	⊠ No	Yes	No.:	Type:					
Die Cut(s):	⊠ No	Yes	No.:	Type:					
Punch:	⊠ No	☐ Yes	No.:	Type:					
Numbering:	⊠ No	☐ Yes	# of places:		Color:	Туре:			
Crimp:	⊠ No	Yes		Position:	Left	·			
					Right				
Missing #s:	⊠ No	Yes; List _			Center				
Perf:	⊠ No	Yes		Position:	Left				
	<u> </u>			1 331113111	Right				
					Center				
					Left & Right				
Line Glue:	⊠ No	☐ Yes		Position:	☐ Left ☐ Right				
	⊠ No	□Yes	No.:	Type:	Пиди				
Wafer Seal:	<u> </u>			1,750.					
Packaging	'								
Type Required:		Convenient Ca Shrinkwrap	rtons		Special Handling:				
					PACKAGING COST	\$			

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Delivery										
FOB Point:										
IMRF*		⊠ No	☐ Yes		Quantity:					
Advantage Marketing Group**		□No	⊠ Yes		Quantity:	ALL				
Delivery Date Required: No later than October 14, 2020					ERY COST \$					
*IMRF Inside delivery to IMRF, F Brook, IL 60523.  Freight should be include  Pallets must be broken fifth floor, Room 500.  The building does not hav must be hand-trucked to has the following restriction Height of Truck	d in the down when the fiftens:	he unit price n and boxe reight eleva th floor. The Max width Max height	s hand tor and building 14 fe 40 fe is 28 fe is 76 fe	deliveries ag dock		ge Marketing Group or address and material receiving specifications.				

<b>TOTAL EMPLOYEE ELECTION BID \$</b>	

# SECTION 3 - ANNUITANT Trustee Election bid specs

Project: Annuitant Trustee 2020 Election									Q	Quantity:			59,000		Date:	5-7-20	
Print:  A. 1 (one) outgoing envelope B. 1 (one) return envelope C. 1 (one) ballot  FIM and intelligent mail bar codes for ANNUITANT ballot envelopes								sı	Paper substitutions allowed?			⊠ No □ Ye					
A. ANN	UIT	ANT C	Outaoir	na Ei	nvelop	e											
Quantity			Paper Nam		No. 9		olor:	Wh	nite	Fini	sh:	Wove	9	Wt:	24	#	
Size:	3-7/	3-7/8" X 8-7/8"				Þ	☑ Open	Open Long End						nd [	] Se	If Sea	al gum
Front Ink							Back I	Back Ink							plat	es	
Primary Second Thin			Thir	d		Primar	ry		Sec	Second							
Black	•			)		none	none						Ab/	,			
Bleeds? ⊠ No ☐ Yes Sides:			:			A. OUTGOING EN					VE	LOPE	СС	ST	\$		
B. ANN	UIT	ANT N	<i>l</i> lailing	Ret	urn En	ve	elope	•									
Quantity: 159,00		159,000	Paper Name:		6-3/4" remittand	Colo		r:	Grey	Finish:		W	ove	Wt	:	24#	
Die Cut(s):		⊠ No	☐ Yes														
Size:		3-5/8" x 6-	-1/2"				⊠ Op										
Style:		Open side	remittance	Э			Gum – Regular (remoist)										
Flap Style:		Remittano	ce (3-5/8" s	quare)			Seam	Seam – Side seam constructed									
Front Ink					_			Back Ink									plates
Primary		Second			Third	Third		Pı	rimary				Second			piates	
Black PMS Rubine Red none			none			none						)			ab/		
Blends?		⊠ No □	Yes S	ides:													
Vendor mu These sam from the po	ples a	are neces	sary to ver	ify IMF	RF's QBRN	1 el					IMR	F to red	eiv	e a disc	coun	nted p	ostal rate
							В.	RE <sup>-</sup>	TURN	ΙEΝ	IVEI	LOPE	CO	ST	\$		

# SECTION 3 - ANNUITANT Trustee Election bid specs

C. 1 (one) ANNUITANT Trustee Ballot																		
Quantity	159,	000	Pa <sub>l</sub> Na	per me:	Spring Opaq			Color:	Gı	rey	Fini	sh:	Offset	t	Wt:	60	#	
Finished Size:		3-3/8" x 6-1/4" Flat 3-3/8' Size:			" x 6-1/	<b>/4</b> "	Bleed	ls:	⊠ No □ Yes			S	ides:					
Front Ink												Bac	k Ink				•	-1-4
Primary S			Sec	cond		Third	1					Primary				econ	d	plates
Black		Rui	bine Re	ed	("Artii white may coun "invis	ink o quote terfeit sible" s	Thite Waterm In face Some measu Screen It is pho	of ball other a ire, su that a	ot. Ven anti- ch as a opears	dor an	Black			F	Rubine Red		abc/de	
Multi-Ink B	lends'	?		No	☐ Yes								C. E	BAL	LOT	cos	T	\$
<b>-</b>																		
Compo	ositi	on/A	rtw	ork/l	Proof	•												
Art Format Supplied:			<ul><li>☑ Disk/CD or</li><li>☑ File upload to Vendor site (if available)</li><li>☐ Camera Ready</li><li>☐ Film</li></ul>								ogram/	Vers	sion:	In[	Design	CC		
Proof Typ	e:		Colo	r Key	⊠ Colo	or Lase	er 🗀	] On-sit	te App	roval	☐ Ot	her _						
Platform:			PC	□ Ма	cintosh		PROOF (s) COST						;					
Binder	y/Fi	nish	ing															
Fold(s):			No	☐ Ye	S	No.:			Type:									
Score(s):			No	☐ Ye	S	No.:			Туре:									
Die Cut(s)	):		No	☐ Ye	S	No.:			Туре:									
Punch:			No	☐ Ye	S	No.:			Туре:									
Numberin	g:		No	☐ Ye	S	# of place	es:			C	Color:					Туре	<b>e</b> :	
Crimp:			No	☐ Ye	S			Pos	osition: Left Right Center						r			
Missing #	s:		No	☐ Ye	s; List _													
Perf:			No	☐ Ye	S			Pos	ition:		☐ Left ☐ Right ☐ Center ☐						Left	& Right
Line Glue	:		No	☐ Ye	S			Pos	ition:		Left		Right					
Wafer Seal:			No	☐ Ye	S	No.:			Тур	e:								

# SECTION 3 - ANNUITANT Trustee Election bid specs

Packaging												
Type Required:	⊠ Convenier				Special Handling:							
	☐ Shrinkwrap	р			DA OVA GANGA GOOTA A							
					PACKA	GING COST	\$					
5 "												
Delivery												
FOB Point:		l —	_	0								
IMRF*					ntity:	A.11						
RSVP Direct**		☐ No	⊠ Yes		ntity:	All						
Delivery Date Requ	iired:	No later th	an October 14	4, 2020	)	DELIVERY CO	OST	\$				
*IMRF Inside delivery to Brook, IL 60523.				nk		vantage Marke ge 20 for address ations.	_	•				
Freight should be	included in the	unit price.	•									
Pallets must be broken down and boxes hand carted to fifth floor, Room 500.  The building does not have a freight elevator and deliveries must be hand-trucked to the fifth floor. The building dock has the following restrictions:  Height of Truck												
	D. FIM and intelligent mail bar codes for ANNUITANT ballot envelopes											
Regardless of where ballots are returned, vendor must order and obtain FIM and intelligent mail bar codes for return envelopes.												
BAR CODES FO	BAR CODES FOR ANNUITANT BALLOT ENVELOPES COST \$											
TOTAL <u>ANNUITANT</u> ELECTION BID \$												

# SECTION 4 - TOTAL COST FOR ALL THREE ELECTIONS

# Total cost of all three elections:

TOTAL <u>EXECUTIVE</u> ELECTION BID	\$
TOTAL <u>EMPLOYEE</u> ELECTION BID	\$
TOTAL ANNUITANT ELECTION BID	\$
GRAND TOTAL FOR ALL THREE ELECTIONS	\$

# **SECTION 5 – AMG Material Receiving Specifications**

		AGE MARKETING GROUP - RECEIVING SPECIFICATIONS						
CARTONS	All material must be packed in cartons. Size should conform as closely as possible to the contents Skid cartons are acceptable for letters, buckslips, brochures, self-mailers, and components that sk cartons will not damage banded material.							
	Test Strength	200 Pounds (minimum) (for cartons)						
	Gross Weight	Not to exceed 50 pounds (for cartons)						
	Identifications	Each carton (skid carton) must be identified on the outside with material name, version name, code and quantity per carton. Please attach a sample of the component to the outside of the carton (skid carton).  DO NOT MIX CODES/VERSIONS WITHIN CARTONS						
PALLETS	All material must be on pallets, slip-sheeted or bed loaded trailers will not be accepted. 48" x wooden pallets should be used.							
	Dimensions	Not to exceed 48" in length. Open side (fork side) must have a dimension of 48". Height <b>must not</b> exceed 52" including pallet.						
	Weight	Not to exceed 2,000 pounds.						
	Securing Load	Material must be secured to pallet in a manner such as to inhibit shifting and crushing of contents. Banding with metal or plastic, stretch wrapping and shrink-wrapping are acceptable methods.						
	Identification	<ul> <li>A packing list must accompany each shipment outlining the following minimal information:</li> <li>1. Material name</li> <li>2. Number of cartons by version name or code</li> <li>3. Number of pieces by version name or code</li> <li>4. Customer job number</li> <li>5. Total number of skids, with a separate line showing the number of mixed skids included in the total.</li> <li>PLEASE FAX THE PACKING LIST, PRIOR TO SHIPPING, TO 847-</li> </ul>						
		952-3348  This will enable us to be fully prepared to receive your material.						
RECEIVING HOURS	be made with Receiving for a	ed Monday through Friday, 7:30 AM – 5 PM. Special arrangements must any deliveries outside of these hours.  **PROPER PAPER WORK WILL BE REFUSED.**						
SHIPPING ADDRESS	1550 Howard St. Elk Grove Village, IL 60007	847-952-2100 847-952-3348 Fax						

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 Nonowned 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 Book 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)	vermes that it DOES / DOES NOT meet
the requirements to be classified as a "Minority of	Owned Rusiness" as defined in Illinois Statute
30-ILCS-575/2 Business Enterprise for Minoritie	
(Excluding the statutory maximum of 75 million	
	,
	verifies that it DOES / DOES NOT meet
(Firm Name)	
the requirements to be classified as a " <b>Female O</b> 30-ILCS-575/2 Business Enterprise for Minoritie (Excluding the statutory maximum of 75 million	s, Women, and Persons with Disabilities Act.
	verifies that it DOES / DOES NOT meet
(Firm Name)	
the requirements to be classified as a "Disabled (	
30-ILCS-575/2 Business Enterprise for Minoritie	
(Excluding the statutory maximum of 75 million	in gross annual sales)
	verifies that its gross annual sales for the
(Firm Name)	verifies that its gross aimual sales for the
last fiscal year DID / DID NOT exceed \$75,000,0	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
Digitatuic	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 Spanishculture 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,
arthritis,
autism,
blindness,
burn injury,
cancer,
cerebral palsy,
Crohn's disease,
cystic fibrosis,
deafness,
head injury,

heart disease.

hemiplegia,

hemophilia, respiratory or pulmonary dysfunction, an intellectual disability, mental illness, multiple sclerosis, muscular dystrophy, musculoskeletal disorders, neurological disorders, including stroke

neurological disorders, including stroke and epilepsy,

paraplegia,

quadriplegia and other spinal cord conditions,

sickle cell anemia, ulcerative colitis,

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.)