



### ADDENDUM TO REQUEST FOR PROPOSAL DOCUMENT

ADDENDUM #1
Project Name: Employee Engagement Survey
Date: December 21, 2022

### NOTICE TO ALL POTENTIAL RESPONDENTS

The Request for Proposal 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 Request for Proposal. Respondent shall take this addendum into consideration when preparing and submitting its bid.

The following language shall be modified to the original document:

General Instructions, p. 3

*The proposals should be submitted to IMRF on or before the close of business at  
3:30 PM CST on **January 10, 2023.***

Procurement Timeframe p. 7

*Due date for proposals - **Jan. 10, 2023***

*Proposal Evaluations & Interviews - **Jan. 11, 2023 – Jan. 24, 2023***

ALL BIDDERS SHALL ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF ADDENDUM NUMBER 1 (DATED DECEMBER 20, 2022) FOR *REQUEST FOR PROPOSAL – EMPLOYEE ENGAGEMENT SURVEY* BY SIGNING IN THE SPACE PROVIDED AND SUBMITTING THE SIGNED ADDENDUM WITH YOUR BID RESPONSE. BIDS SUBMITTED WITHOUT THIS ADDENDUM MAY BE CONSIDERED NON-RESPONSIVE.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY NAME



# Request for Proposal (Services)

**Project Name: Employee Engagement Survey**

**Date: December 13, 2022**

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 3,032 units of government. IMRF has approximately 172,310 active members, 138,390 inactive members, and 147,130 retirees and beneficiaries. We manage assets of approximately \$57 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](http://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](http://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 proposals are required by IMRF for *Employee Engagement Survey* as described in the sections below.

**The proposals should be submitted to IMRF on or before the close of business at 3:30 PM CST on January 10, 2023.** 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](mailto:danielmartinez-procurement@imrf.org)**

2. The bid, to be awarded by **February 3, 2023**, 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. 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.
5. IMRF is exempt from State and Local sales and use taxes.
6. 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.
7. 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.

8. The submitted and signed bid is hereby made an integral part of this document. IMRF terms and conditions are attached hereto as Exhibit A and are herein incorporated. **Additional terms and conditions required by the bidder must be included with the bid response.** To the extent that bidder's additional terms and conditions conflict with IMRF terms and conditions, IMRF terms and conditions shall prevail unless otherwise agreed by IMRF. Once signed by IMRF, the invitation for bids and bidder response thereto shall become the contract document. **IMRF will not entertain additional terms and conditions, or contracts submitted after the bid response.**

9. **Resellers:** If the proposal submitted to IMRF is for the resale of goods (including software) or services that are to be provided by another company. Bidder must provide the specific terms under which the goods or services will be provided.

10. IMRF may terminate any bid award, upon thirty (30) days written notice to the successful bidder.

11. Questions concerning these bid documents or the IMRF bid process shall be addressed solely to the IMRF Procurement Specialist, 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.

12. The goal of the IMRF Procurement 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 <https://www.imrf.org/en/about-imrf/procurement/purchasing-diversity-policy>

The bidder must include a completed MWBE certification form which is attached hereto as Exhibit B.

# **Project Summary**

## **Project Name: Employee Engagement Survey**

### **Project Background**

This is a Request for Proposal (RFP) from qualified bidders for employee engagement survey creation, administration, and related consultation services. The Illinois Municipal Retirement Fund (IMRF) conducts surveys annually to assess staff's engagement. IMRF utilizes the response data and corresponding reports to inform its strategic planning process, evaluate leader performance, and otherwise optimize its employment practices. The selected vendor is expected to create an employee engagement survey, assist IMRF in administering the survey, analyze and benchmark the responses, and to assist IMRF leadership in evaluating the data.

The purpose of this RFP is to procure a qualified firm that will commit to a fee structure for a 5-year term to provide the consulting services specified. However, if no proposal submitted is deemed satisfactory, no selection will be made.

### **General Specifications**

Proposal responses must, at a minimum, include the following:

1. The vendors name, address of the office providing services under the contract, telephone number, e-mail address and website, if applicable.
2. A general description of the vendor, including size, number of employees, primary business, and other business or services offered.
3. Identification of the primary individual who will be responsible for the performance of service and completion of deliverables under the contract.
4. Identification of other personnel who will be performing work under the contract.
5. Summary information regarding the professional and experience qualifications of supervising and support actuaries and other personnel who will perform work under the contract.
6. A description of your understanding of the requested consulting services including your proposed approach and methodology in providing the services requested.
7. A fixed fee price quote for the following mandatory deliverables:
  - a. An employee engagement survey created in conjunction with IMRF using best practices demonstrated through previous work engagements, which can be customized to support IMRF's strategic goals and unique culture;
  - b. Hosting of the survey data;
  - c. Provide post-survey analysis and dissemination of the data;
  - d. Comparative data to similar organizations;
  - e. Relevant follow up and action planning for improvement

Additionally, proposal responses must answer the following questions:

8. How much lead time is required prior to implementation of a survey?
9. Describe the communication and education materials provided to employees and management prior to implementation.
10. Can participants take the survey from a mobile device?
11. Is participation anonymous?
12. Describe the techniques used to gain a high rate of participation.
13. Describe method for monitoring and reporting survey participation.
14. Describe the categories included in the survey.
15. Are the questions customizable?
16. How many questions are included in the survey?
17. What is the average amount of time required to complete the survey?
18. Is your pricing flat rate, or does it have add-ons that are not included?
19. In what format are the results delivered?
20. Can results be broken down by division, department and sub unit?
21. What methodology is used to interpret and communicate results?
22. Describe post survey tools and support.
23. Do the results have to be pulled from the system and manipulated?
24. What types of organizations are included in your benchmark data?
25. Are high performing/highly engaged organizations included in your benchmark data?
26. Can results be broken down to specific areas/managers?
27. Describe how the results from the survey will be presented to different audiences (e.g. manager, executive) in such a way that the individual privacy/anonymity is maintained.
28. Are results ready to present to the executive leadership? In what format?
29. Are results ready to present to the organization? In what format?
30. Is there availability to collect open ended feedback? How is that reported?
31. Is year-over-year tracking and reporting available?
32. Are post survey pulse checks available?
33. Explain your process for New Hire Surveys.

The vendor shall provide the following:

- Co-create an Employee Engagement Survey using best practices demonstrated thorough previous work engagements;
- Host the survey data;
- Provide post-survey analysis and dissemination of data;
- This annual survey should be able to provide comparative data to similar organizations and questions should support IMRF's strategic goals and unique culture.

Deliverables include the following:

- Following the survey, the vendor will provide:
  1. Employee survey results and analytics reporting
  2. Employee demographic information to support survey analysis
  3. Relevant follow up and action planning for improvement
  4. Administrative support of tool during survey project
  5. Co-creation of survey question format and content
  6. Comparative organizational engagement data analysis

## **OVERVIEW OF QUALIFICATIONS**

### Business Profile:

- Briefly describe your firm's history, background, and service philosophy.
- Describe what makes your firm uniquely qualified to work for IMRF.
- Describe the proposed team that would work with IMRF and provide information about the qualifications and expertise of each team member.
- What size clients does your firm generally support? Describe your experience working with Public Employers.

### References:

Provide three references from current clients, preferably of similar size and/or need and complexity to IMRF. For each reference please include:

- Organization name, contact name, title, and phone number
- Description and dates of projects and/or services provided for each reference
- Length of servicing relationship

### Diversity – Staff demographics:

Please provide information on organization's diversity initiatives, policies and staff demographics.

## **PROPOSED FEES**

- Proposed fees must include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, and related costs. Charges not listed in the RFP response will not be allowed.
- Firm may provide fixed hourly rate for hours proposed. Travel costs and other expenses should be clearly detailed. Include preferred payment frequency.
- If your firm has an alternative pricing structure(s) please provide a detailed description.

### **PROJECT TIMELINE**

Verify Scope	March 2023
Survey Construction	March-May 2023
Confirm SOW	May 2023
Pre-Survey Action-Planning	June 2023
Survey Launch	June 2023
Survey Close – Reporting	June 2023
Debriefing & Action Planning	August 2023

### **PROCUREMENT TIMEFRAME**

Request for Proposal Issued	Dec. 13, 2022
Timeframe to submit questions	Dec. 14, 2022 – Dec. 30,
Due date for proposals	2022 Jan. 10, 2023
Proposal Evaluations & Interviews	Jan. 11, 2023 – Jan. 24, 2023
Selection of winning firm by Board	Feb. 3, 2023

### **PROPOSAL CONTENTS**

Responses to this RFP must be via e-mail in one electronic document. A specific order of documentation must be followed in order to facilitate IMRF's review and evaluation of the responses received. A response to this RFP must include the following sections in the order listed:

1. Transmittal Letter
2. Expressed Understanding of the Services Required
3. Firm Responses to General Specifications Questions
4. Overview of Qualifications
5. Detailed Fee Schedule and Cost Projection
6. References
7. A completed MWDBE Certification Form (attached to this RFP as Exhibit B)

#### **Proposals should be submitted to:**

Daniel Martinez,  
Procurement Specialist  
[danielmartinez-procurement@imrf.org](mailto:danielmartinez-procurement@imrf.org)



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](http://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.

### Security Breach Procedures

For purposes of this contract, "Security Breach" means any act or omission that compromises either the security, confidentiality, availability, or integrity of personal data or the physical, technical, administrative or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of personal data. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of personal data.

Contractor shall notify IMRF of a Security Breach as soon as practicable, but not later than twenty-four (24) hours after Contract has become aware of it. Contractor shall notify IMRF of any Security Breaches by telephone and email to Contractor's primary business contact with IMRF. Immediately following Contractor's notification to IMRF of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Contractor agrees to fully cooperate with IMRF in IMRF's handling of the matter, including, without limitation (i) assisting with any investigation; (ii) providing IMRF with physical access to the facilities and operations affected; (iii) facilitating interviews with Contractor's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law, regulation, industry standards, or as otherwise required by 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 Book office require a separate certificate of insurance for the building. IMRF will provide the necessary information.

### Payment Procedures

IMRF requires all vendors with new and extended/renewed contract to receive electronic payments by credit card and/or Automated Clearing House (ACH) payments. 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

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\_\_\_\_\_ 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:

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