



Request for Proposal (Services)

Project Name: Administrative Hearing Officer

Date: July 2, 2025

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 3,062 units of government. IMRF has approximately 196,859 active members, 196,066 inactive members, and 158,379 retirees and beneficiaries. We manage assets of approximately \$55 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 REACH our Mission, Vision, and Goals

Respect

Empathy

Accountability

Accuracy

Courage

Honesty

Baldrige Criteria for Performance Excellence & 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

Illinois Performance Excellence (ILPEX/IMEC) is a non-profit organization that seeks to help organizations improve their performance by utilizing the Baldrige Criteria for Performance Excellence and aligning their processes to become more efficient and sustainable.

IMRF was proud to be the recipient of the ILPEX Gold Award (representing achievement of excellence) in 2017.

In November 2019 IMRF staff received notice that IMRF is a proud recipient of the Malcolm Baldrige National Quality Award, the first public pension fund in the nation to receive this prestigious award.

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 *Administrative Hearing Officer* as described in the sections below. The bids should be submitted to IMRF on or before the close of business at 3:30 CDT on **July 24, 2025**. Bids **MUST** include the bid specification cost sheet and a completed Verification of "Minority Owned Business", "Disabled Owned Business" Or "Woman Owned Business" Status (Exhibit B).

1. Submit to:
Daniel Martinez
Illinois Municipal Retirement Fund
Suite 500, 2211 York Rd.
Oak Brook, IL 60523-2337
630-368-5366
Fax: 630-706-4233
Email: danielmartinez-procurement@imrf.org
2. The bid, to be awarded by **August 29, 2025** 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 lineitem.
4. Equipment must be new and fully eligible for manufacturer's warranty.
5. Deliveries might have to be broken down. F.O.B. inside delivery, Room 500, 2211 York Road, Oak Brook, IL 60523. Freight should be included in the unit price. Inside delivery to IMRF. Pallets must be broken down and boxes hand-carted to the fifth floor, Room 500

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

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

Illinois Municipal Retirement Fund
REQUEST FOR PROPOSALS
FOR
LEGAL COUNSEL TO SERVE AS HEARING OFFICER

SUMMARY

The Illinois Municipal Retirement Fund (IMRF) requests proposals to provide hearing officer legal services for the Board of Trustees and the Fund for administrative hearings. IMRF anticipates that the contracts to be awarded will be for a three-year term, with two (2) additional one (1) year extensions, at IMRF's option.

AGENCY DESCRIPTION

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 over 3,000 units of government. IMRF has approximately 196,000 active members, 158,000 annuitants, and 169,000 inactive members. We manage assets of approximately \$55 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.

SERVICES REQUIRED

IMRF staff administers the retirement system by applying provisions of the Pension Code and appropriate Board rules to make administrative decisions, such as service credit and retirement benefit determinations (including disability benefit determinations). These determinations are subject to appeal to the Board of Trustees. See attached Appeal Procedures (attachment A). The legal services sought by this RFP include presiding at appeal hearings, and drafting findings of fact and conclusions of law.

This hearing officer will be expected to:

- A. Be knowledgeable about IMRF appeal procedures and benefit provisions.
- B. Preside at hearings to be held in the IMRF offices in Oak Brook, Illinois
- C. Draft findings of fact and conclusions of law to support a recommended decision to the Board of Trustees.
- D. Be available to attend meetings of the Board of Trustees to answer questions regarding the recommended decision. (The Board of Trustees Benefit Review Committee meets at the IMRF Oak Brook offices six times per year.)

ELIGIBILITY REQUIREMENTS

Minimum eligibility requirements:

The law firm or attorney(s) must have been in business for a minimum of five (5) years. The proposed lead attorney(s) must have a minimum of five (5) years of relevant legal experience. Relevant legal experience should include representation of clients or experience as a presiding officer in administrative or quasi-judicial type hearings. Preference will be given to individuals with experience presiding over administrative or quasi-judicial hearings.

PROPOSAL CONTENTS

Any firm or attorney responding to this RFP must submit the proposal via e-mail in one electronic document. A specific outline 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. Qualifications to Meet the Required Services
- 4. Detailed Fee Schedule and Cost Projection

PROPOSAL SUBMISSION

In order to be considered for selection, proposals must be received via e-mail in Adobe Acrobat or Word format no later than July 24, 2025.

Please reference the "Hearing Officer RFP" in your proposal. An e-mail confirmation will be sent confirming receipt of the proposal.

Proposals will be confidential during the selection process. Upon completion of the selection process, all responses, including that of the firm or individuals(s) selected, will be a matter of public record. IMRF expects to award a contract or contracts by August 29, 2025.

CONTACT AND SELECTION PROCESS

Prospective respondents who may have questions regarding this RFP may contact Elizabeth Beyer at ebeyer@imrf.org. The question(s) (without identification of the questioner) and the answer(s) will be e-mailed to all parties who have contacted Ms. Beyer via e-mail indicating interest in responding to the RFP and will also be posted on the IMRF website.

Following a review of submitted materials, selected firms should be prepared to make a presentation in Oak Brook, Illinois, if needed. All costs of responding to the RFP, including any travel expenses incurred, are at the cost of the responder.

A copy of the proposed contract is attached to this RFP as attachment B.

Rights Reserved. This RFP does not obligate IMRF to complete the RFP process. IMRF reserves the right to amend any segment of the RFP prior to the announcement of the selected hearing office or officers. In case of such amendment, all respondents will be afforded the opportunity to revise their proposals to accommodate the RFP amendment. IMRF reserves the right to award all, part, or none of this contract and expects to award contracts to more than one law firm or individual if appropriate and desirable.

Objective of the proposal evaluation process. The evaluation process will be structured to secure highly skilled, diligent, responsive and experienced professional personnel who will be effective in providing the high quality of legal services that IMRF desires. The primary objective of the evaluation process is to select a firm or individual(s) that:

- clearly demonstrates a thorough understanding of the scope of the engagement and the specific responsibilities entailed;
- possesses adequate resources to handle assigned responsibilities and to handle extenuating circumstances that may arise;
- assigns highly skilled, experienced, diligent, responsive, and professional personnel to perform the required duties;
- maintains high ethical standards and reputation;
- is competitive in terms of fee; and
- has no conflict of interest existing between IMRF and other clients.

RULES REGARDING CONTACT

The proposal period begins on July 2, 2025 and ends on August 29, 2025.

IMRF reserves the right to request additional information from any or all respondents to assist it in its evaluation process.

However, during the proposal period, no responding legal counsel or any person acting on behalf of a responding legal counsel may contact the IMRF Board of Trustees, any individual trustee, or IMRF staff member, other than the contact person specified above by e-mail, as specified above.

Violation of these rules of contact constitutes grounds to reject the proposal.

CONFLICTS OF INTEREST

The law firm and/or attorney(s) chosen must provide IMRF with written assurance that no conflict of interest will exist between IMRF and other clients.

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 whatever form it is maintained, promptly at the end of the Agreement or earlier at the request of IMRF, or shall notify IMRF in writing of its destruction.

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 Contractor 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. The parties may agree to arbitration or other alternative dispute

resolution at the discretion of each party.

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

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

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

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

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

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

Signature Title

Date

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

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

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

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

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

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

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

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

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

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

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

- | | |
|---|---|
| (a) results from:
amputation,
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 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.)

Board Resolution 2024-02-05(a)

Non-Disability Appeal Procedures (including non-medical disability claims)

I. Administrative Staff Determination

1. **Staff Determination** The IMRF administrative staff is responsible for the daily claims-processing function of the Fund, including processing of all claims for benefits or service credit or any other claims against or relating to the Fund.
2. **Benefit Oversight Committee** The purpose of the Committee is to review all requests for hearing on non-disability claims before the Benefit Review Committee or the Administrative Hearing Officer. The Committee shall determine whether such hearing requests are appropriate and ready for a hearing before the Benefit Review Committee or the Administrative Hearing Officer. The Committee shall be composed of the Executive Director, the Customer Service Director, the General Counsel, the Disability Manager, and the Benefits Manager.

II. Hearing

1. **Petition** Any person or employer adversely affected by an administrative staff determination not involving a disability claim (medical) may petition for a hearing. The petition must be in writing but may be in any format and need merely inform the Fund of the petitioner's desire for a hearing. The petition should be directed to the Associate General Counsel in the IMRF Oak Brook office and must be received by IMRF no later than sixty-three (63) days after the date of the administrative staff determination letter. Failure to timely file an appeal petition shall result in the administrative staff determination becoming a final administrative decision, for purposes of the Administrative Review Law, on the sixty-fourth (64th) day after the date of the staff determination letter.

Attachment A:
IMRF Non-Disability Appeal Procedures

2. **Acknowledgment of Petition; Statement of Claim** Upon the filing of a petition for a hearing, the Associate General Counsel shall send an acknowledgment of the petition informing the claimant that he/she is required to file a Statement of Claim within ninety-one (91) days of the date of the appeal acknowledgement letter. On any acknowledgment of a petition by an appealing party, the Associate General Counsel shall copy any other interested party who may be impacted by the appeal. The Statement of Claim shall include:
- the petitioner's name, MID or employer number, and address
 - the name and address of the petitioner's authorized representative, if any
 - a statement of the facts forming the basis for the appeal, which may include any new or additional evidence
 - any documents or other materials the petitioner wishes to be considered in conjunction with the appeal
 - an explanation of the relief sought

The Statement of Claim shall be limited to 20 pages, excluding exhibits. The Statement of Claim and any exhibits shall be filed electronically with the Associate General Counsel. If the claimant is unable to submit an electronic copy of the materials, hard copies may be mailed to IMRF's Oak Brook office, to the attention of the Associate General Counsel. The Statement of Claim shall be signed, physically or electronically, by the claimant or the claimant's attorney. Statement of Claims which are submitted electronically through the claimant's own Member or Employer Portal shall be considered to have met the signature requirement.

In the event that a petitioner fails to submit a Statement of Claim, for matters heard by the Administrative Hearing Officer, consideration of the appeal will be based solely upon the written materials that are already in the IMRF file on the due date for the Statement of Claim, and will be decided without hearing. For matters heard by the Benefit Review Committee, the appeal will be considered at the first available hearing date occurring after the expiration of ninety-one (91) days from the date of the appeal acknowledgement letter.

If an interested party who is impacted by the staff determination wishes to file their own Statement of Claim following the acknowledgement of appeal, the interested party's Statement of Claim is subject to the same requirements as a Statement of Claim filed by the petitioner, including that it must be filed with the Associate General Counsel within ninety-one (91) days of the date of the appeal acknowledgement letter, unless the petitioner's Statement of Claim has been received and the Associate General Counsel schedules the appeal for hearing.

Attachment A:
IMRF Non-Disability Appeal Procedures

3. **Presiding Authority** An Administrative Hearing Officer will hear appeals of staff decisions except for those decisions which are heard by the Board of Trustees Benefit Review Committee as described in this section below. The hearing officer will be an independent attorney licensed to practice law in Illinois, designated by the Board of Trustees.

The Board of Trustees Benefit Review Committee will hear appeals of staff decisions regarding the following:

- Benefit calculation errors and resulting benefit recoupment
 - Annuitant return to work issues (non-ERI related)
4. **Scheduling of Hearing** Upon receipt of the petitioner's Statement of Claim, the claim shall be assigned to a hearing date within a reasonable time as determined by the Associate General Counsel. However, if the Statement of Claim reveals that the appeal only concerns legal, as opposed to factual issues, or if no Statement of Claim is filed and it appears from the staff determination that the appeal only concerns legal, as opposed to factual issues, a formal hearing will not be held, and the Benefit Review Committee or Administrative Hearing Officer, as appropriate, will decide the appeal based solely upon the written record.
 5. **Notification** Upon scheduling of a hearing, a petitioner shall be provided with written notice of the date and place of the hearing and the subject matter of the hearing. The petitioner or his/her representative will be provided with all documentation and other materials to be presented at the hearing by the administrative staff. Whenever practicable, the notice and the documentation will be provided to the petitioner electronically. An interested party, who was provided notice of the appeal, will also be notified of the date and place of the hearing and its subject matter.
 6. **Continuances and Extensions of Time** Continuances of the hearing date and other extensions of time may be granted to the petitioner upon request, if received more than 14 days before the scheduled hearing date.

An appeal will normally be considered at the first available hearing date after the receipt of the petitioner's Statement of Claim, however the Associate General Counsel may reasonably postpone the scheduling of a hearing at his or her discretion.

Absent extraordinary circumstances, no more than one continuance or extension shall be granted.

Attachment A:

IMRF Non-Disability Appeal Procedures

7. **Late Submissions** Any documents or other materials that are submitted in addition to a Statement of Claim must be received by IMRF no later than twenty (20) days prior to the scheduled hearing date. In the event that the Associate General Counsel schedules a hearing prior to the ninety-one (91) day deadline for any interested party to submit a Statement of Claim, the interested party must submit any documents it wishes to be considered no later than twenty (20) days prior to the scheduled hearing date. Any additional materials received less than twenty (20) days before the hearing date will be considered a late submission. Whenever a petitioner makes a late submission, the petitioner will be offered the following alternatives:

- The petitioner can proceed with the hearing as scheduled; however, the late submission will only be considered at the discretion of the Administrative Hearing Officer or the Benefit Review Committee.
- The petitioner can request, and receive, a postponement of the hearing until the earliest available future date in order to allow for consideration of the late submission.

If a hearing is postponed in order to allow for consideration of the late submission, any additional materials submitted within twenty (20) days of the re-scheduled hearing date will only be considered at the discretion of the Administrative Hearing Officer or the Benefit Review Committee.

8. **Failure to Appear** In the event that a petitioner fails to appear on the scheduled hearing date, the consideration of the appeal will be based solely upon the written materials that are already in the IMRF file. At the request of the Administrative Hearing Officer or the Benefit Review Committee, the Associate General Counsel may present a case on behalf of the IMRF administrative staff position.
9. **Representation** The petitioner may be represented by counsel or a designated spokesperson at the hearing. The Associate General Counsel or his/her designated representative shall present the IMRF administrative staff position.

10. **Conduct of the Hearing**

- **Appearance** The petitioner is not required to personally appear at the hearing and may be represented solely by the Statement of Claim on file. In the alternative, at the petitioner's discretion, the petitioner or his/her representative may appear in person or the hearing may be conducted via telephone or video conference. An interested party, or their designated representative, may also appear at the hearing.
- **Procedures** The Chairman of the Benefit Review Committee or the Administrative Hearing Officer shall conduct a full and fair hearing; maintain order and make a sufficient record for a full and true disclosure of the facts and issues. The hearing shall be informal and the rules of evidence shall not apply. The petitioner shall be limited to no more than 30 minutes to present their appeal.

Attachment A: IMRF Non-Disability Appeal Procedures

An interested party who has submitted a Statement of Claim may present their appeal subject to the 30 minute time limit only if the interested party has set forth a basis of appeal in its Statement of Claim that is different from that of the petitioner, as determined by the Administrative Hearing Officer or Benefit Review Committee.

11. **Record of Proceedings** A record of proceedings shall be kept which shall be in the form of a non-verbatim summary report. The petitioner or other interested party may obtain a verbatim record of the hearing by arranging for a court reporter. The petitioner or other interested party is responsible for paying the actual costs entailed. The Associate General Counsel shall be the custodian of the documents and the record of proceedings.
12. **Determination (Benefit Review Committee)** Upon conclusion of all evidence and arguments, the Benefit Review Committee shall deliberate and make its decision as to the disposition of the claim. The vote of at least a majority of the committee shall be required for any decision of the Benefit Review Committee.
13. **Determination (Administrative Hearing Officer)** Upon conclusion of all evidence and arguments, the Administrative Hearing Officer shall prepare written findings of fact and conclusions of law to support a recommendation to the Board of Trustees. That recommendation shall be:

III. Board of Trustees Benefit Review Committee

1. **Recommendation of the Board of Trustees Benefit Review Committee** When the Board of Trustees Benefit Review Committee does not act as hearing officer, the Committee will consider the recommendation of the Administrative Hearing Officer. The Benefit Review Committee shall review the recommendation of the Administrative Hearing Officer, and may, at the discretion of the Committee, question the Administrative Hearing Officer about his or her recommendation. The Benefit Review Committee shall then render one of the following recommendations to the full Board of Trustees:
 - Affirmance of the administrative staff determination
 - Reversal of the administrative staff determination
 - Request the development of an alternative resolution.

Meetings of the Benefit Review Committee shall be open to the public, unless the chair, for good cause shown and pursuant to the applicable provisions of the Open Meetings Act, shall determine otherwise. A quorum of the Committee is needed in order to make a recommendation to the full Board of Trustees.

IV. Final Administrative Decision

1. **Decision of the Full Board of Trustees** The full Board of Trustees will consider the recommendation of the Benefit Review Committee in making the decision for the Fund as to the disposition of the appeal. At least five (5) affirmative votes shall be required for any decision of the Board of Trustees. The Board of Trustees shall render one of the following decisions:
 - Affirmance of the administrative staff determination
 - Reversal of the administrative staff determination
 - Request the development of an alternative resolution.The Board of Trustees will normally consider an appeal at the first available meeting following receipt of the recommendation or, if the appeal only concerns legal, as opposed to factual issues, after expiration of the aforementioned ninety-one (91) day period.
2. **Final Administrative Decision** A decision of the Board of Trustees either affirming or reversing the determination of the administrative staff shall be a final administrative decision for purposes of review under the Illinois Administrative Review Act (735 ILCS 5/3-101 et seq.). Remand of the proceedings to the Administrative Hearing Officer by the Board of Trustees shall not be considered a final decision, nor shall requesting the development of an alternative resolution be considered a final decision.
3. **Remand** In the case of a remand of the proceedings to the Administrative Hearing Officer or the Benefit Review Committee, the Administrative Hearing Officer or the Benefit Review Committee shall present the requested information to the full Board of Trustees at the next regularly scheduled meeting, and the Board of Trustees shall make its final administrative decision.
4. **Notice of Decision** IMRF Staff shall send written notice of the decision of the Board of Trustees to the petitioner and, if applicable, the petitioner's representative. In any case where an interested party is impacted by the decision, IMRF Staff shall also send written notice of the decision of the Board of Trustees to that interested party and its representative.

Attachment B:
Administrative Hearing Officer – Sample

LEGAL SERVICES (HEARING OFFICER) AGREEMENT

WHEREAS, the Illinois Municipal Retirement fund (IMRF) requires legal counsel to act as a Hearing Officer for member and employer appeals of IMRF staff decisions, and

WHEREAS, [NAME] (Contractor) is qualified to and has agreed to perform such services as an independent contractor in accordance with the appeal procedures referenced herein and as specified herein;

NOW THEREFORE, IMRF and Contractor agree as follows:

1. SERVICES

- (a) Contractor agrees to provide services as a hearing officer: specifically to conduct hearings and hear and decide by issuance of written findings of fact and conclusions of law (in accordance with the appeal procedures) certain appeals of administrative staff determinations as directed by the General Counsel, or his or her designee.
- (b) Contractor shall draft findings of fact and conclusions of law to support a written recommendation to the IMRF Board of Trustees at the conclusion of the hearing and provide such to IMRF staff within 14 days of the conclusion of the hearing, if not earlier.
- (c) When requested by IMRF, Contractor shall appear at Board of Trustees Benefit Review Committee and/or full Board meetings as needed, to present recommendations and answer questions.
- (d) Contractor agrees to review and recommend, when requested by the IMRF General Counsel, amendments or changes to the appeal procedures. In addition, Contractor may be required to consult with IMRF staff on occasion as requested by the IMRF General Counsel.
- (e) Contractor agrees maintain an active license to practice law in the State of Illinois and to comply with all ethics laws, and the highest fiduciary standards. Contractor agrees to immediately notify IMRF of any pending disciplinary actions which may impact his or her license to practice law in Illinois or any other state. Contractor further agrees to notify IMRF immediately of any pending or reasonably contemplated criminal actions to which he/she may be a party. IMRF may cancel this agreement with no prior notice upon any breach of this Section.

2. TERM

The term of this agreement shall be from September 1, 2025 through August 31, 2028. At the option of IMRF, this Agreement may be extended in twelve month increments until August 31, 2030. IMRF may exercise its option to extend this agreement by giving written notice to the Contractor by June 30, 2028 and June 30, 2029, respectively.

Attachment B:

Administrative Hearing Officer – Sample

3. COMPENSATION

Contractor shall be compensated at the following rate: \$____ per hour with a minimum of three hours for in-person hearings.

4. BILLING

Contractor shall submit monthly statements for services (and, if applicable expenses) to IMRF's General Counsel. The statements shall itemize the services performed and give dates and hours worked. Allowable expenses shall be itemized separately.

5. CONSULTATION

Contractor shall consult with and keep IMRF's Associate General Counsel fully informed as to the progress of all appeals assigned to the Contractor. Contractor shall promptly furnish IMRF with copies of all documents prepared in connection with services performed under this Agreement.

6. SUBCONTRACTING

Subcontracting or assigning any of the services covered in this agreement is prohibited. The Contractor (or the attorneys identified by the Contractor if it is a law firm) must personally perform all services covered.

7. OWNERSHIP OF DOCUMENTS

All documents, records, and data produced by Contractor in the performance of the services under this Agreement, whether preliminary or final, shall be and remain the property of IMRF.

8. CONFLICT OF INTEREST

Contractor covenants that Contractor has no direct or indirect interest, and shall not acquire directly or indirectly, any interest which may conflict in any manner with the performance of the Contractor's services under this Agreement, unless that conflict has been fully disclosed to and waived by IMRF.

9. EMPLOYMENT STATUS AND LIABILITY

- (a) Services performed under this Agreement are not rendered as an employee of IMRF and the fees paid hereunder do not constitute compensation paid to an employee.
- (b) IMRF assumes no liability for the actions of the Contractor under this Agreement and this Agreement is not subject to any indemnification statute applicable to IMRF, its Board or employees.

Attachment B:
Administrative Hearing Officer – Sample Agreement

10. OTHER TERMS AND CONDITIONS

The attached terms and conditions are incorporated into and an integral part of this Agreement.

IN WITNESS THEREOF, IMRF and the Contractor have executed this Agreement on September_____, 2025.

Illinois Municipal Retirement Fund

[Contractor]

by_____

by_____

Executive Director
2211 York Road
Oak Brook, Illinois 60523

[Name]
[Address]