ADDENDUM TO REQUEST FOR PROPOSAL DOCUMENT

ADDENDUM #1
IMRF RFP: 2026 LogRhythm/Exabeam Cloud-Native Platform Migration
Date: November 2, 2026

NOTICE TO ALL POTENTIAL RESPONDENTS

The Request for Proposal (RFP) is modified as set forth in this addendum. The original RFP 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 RFP. Respondents should take this addendum into consideration when preparing and submitting its proposal.

The following language shall be modified to the original document:

General instructions – page 3

- *The bids should be submitted to IMRF on or before the close of business at 3:30 CST on* November 9th, 2026.
- *The bid, to be awarded by* December 4, 2026…

Bid Specification Cost Sheet – page 5

- *Struck the following language:*
  - *Long-Term Storage Add-on SKU (not needed until years 2 and 3): SKU Reference: ADDON-LT-STORAGE-US-S*

    • Description: Add-on long-term cloud archive storage SKU designed for cold data retention, regulatory compliance, and audit requirements without incurring heavy indexing performance costs.

    • Licensing Metric: Total compressed storage capacity allocated per TB/year.

Bid Specification Cost Sheet – page 8

- *Struck* Product summary ONE (1) year Term Cost Table
- *Corrected dates to reflect 3-year term*

ALL RESPONDENTS SHALL ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF ADDENDUM NUMBER 1 (DATED NOV. 2, 2026) FOR *IMRF RFP: 2026 LOGRHYTHM/EXABEAM CLOUD-NATIVE PLATFORM MIGRATION* BY SIGNING IN THE SPACE PROVIDED AND SUBMITTING THE SIGNED ADDENDUM WITH YOUR PROPOSAL.
PROPOSALS SUBMITTED WITHOUT THIS ADDENDUM MAY BE CONSIDERED NON-RESPONSIVE.

SIGNED THIS_____DAY OF_____, 2026.

_____
SIGNATURE

_____
COMPANY NAME

800 COMMERCE DR OAK BROOK IL 60523-2196 www.imrf.org

Legal

Request for Proposal (Goods & Services)

Project Name: 2026 LogRhythm/Exabeam Cloud-Native Platform Migration – Addendum 1

Date: November 2, 2026

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 3,076 units of government. IMRF has approximately 196,691 active members, 181,629 inactive members, and 159,455 retirees and beneficiaries. We manage assets of approximately $62 billion and are governed by an eight-member Board of Trustees elected by the employers, active members, and annuitants.

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

IMRF's Mission

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

IMRF's Vision

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

IMRF's Values

Guiding us to REAACH our Mission, Vision, and Goals

Respect
Empathy
Accountability
Accuracy
Courage
Honesty

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 *2026 LogRhythm/Exabeam Cloud-Native Platform Migration* as described in the sections below. The bids should be submitted to IMRF on or before the close of business at 3:30 CST on **November 9th, 2026**. 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
   800 Commerce Drive
   Oak Brook, IL 60523-2196
   630-368-5366
   Fax: 630-706-4233
   Email: danielmartinez-procurement@imrf.org
2. The bid, to be awarded by December 4, 2026, will be confirmed by a purchase order issued to the successful bidder.
3. The bid will be awarded based on the overall bid; however, prices should be shown for each line item.
4. Equipment must be new and fully eligible for manufacturer's warranty.
5. Deliveries might have to be broken down. F.O.B. inside delivery, 800 Commerce Drive, Oak Brook, IL 60523. Freight should be included in the unit price. Inside delivery to IMRF. Pallets must be broken down.

   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 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.

Project Summary

Project Name: 2026 LogRhythm/Exabeam Cloud-Native Platform Migration

Project Background

This document provides complete, structured technical and commercial specifications to support the Request for Proposal (RFP) for migrating an existing on-premises LogRhythm SIEM architecture to the cloud-native platform (Exabeam New Scale Security Operations Platform). It outlines licensing SKUs, professional services deployment packages, storage and data retention estimations, and comprehensive training pathways required for a seamless SOC transformation.

General Specifications

The IMRF email address of record for this purchase must be Infra-Services@imrf.org after the winning bid has been awarded.

IMRF is NOT an academic institution and, thus, should not receive bids purporting the same.

The quote should be good for a minimum of 60 days from issuance.

Tax Exemption:

Sales Tax Exemption# E99840790
Organization Type: Governmental
Issue Date: 02/11/2025
Expiration Date: 03/01/2030
Digital copy of the certificate is available upon request.

Bid Specification Cost Sheet

1. Cloud Migration / SKUs & Technical Architecture

1.1 Recommended Migration SKUs

To transition from an on-premises LogRhythm deployment (e.g., LogRhythm Enterprise / XM / System Monitor) to the Exabeam New Scale cloud platform, the following product SKUs are recommended:

- **Exabeam New Scale Fusion SKU:** *SKU Reference:* NS-FUSION-US-S
- *Description:* Primary cloud-native SIEM and Advanced Analytics SaaS solution. Combines hyper-scale log ingestion, cloud parsing, security correlation, user and entity behavior analytics (UEBA), risk scoring, and automated threat detection into a unified platform.
- *Licensing Metric:* Sized based on daily log ingestion volume (GB/day) and monitored active identity count.
- **Long-Term Search Add-on SKU**: *SKU Reference:* ADDON-LT-SEARCH-US-S
- *Description:* Add-on module that extends indexed, real-time hot search capabilities across historical log data, enabling high-speed threat hunting and rapid incident response investigation across extended timelines.
- *Licensing Metric:* Capacity unit increment per daily GB/day search tier.

1.2 Feature Capability & Parity Mapping

The cloud migration model provides full parity with existing LogRhythm on-prem features while enhancing performance, uptime, and behavioral intelligence:

On-Premises LogRhythm Capability	New Scale Cloud Equivalent / Upgrade	Feature & Capability Enhancement
Log Processing (MPE / Parsing Rules)	Dynamic Cloud Parser Engine (NS-FUSION-US-S)	Pre-built cloud parsers updated continuously; eliminates manual regex parser maintenance.
AI Engine (AIE) Rules & Alarms	Correlation Rules & UEBA Behavioral Models	Machine-learning anomaly detection, behavior baselining, and automated MITRE ATT&CK mapping.
Web Console & Personal Dashboards	Dashboards, Visualizations & Reporting	Search Driven visualizations deliver sub-second query execution across massive data sets on dashboards which can be scheduled for fully custom reporting.
System Monitor (SysMon) Agents	Site Collectors, Direct Access Agents and direct Cloud-to-Cloud Collectors	Auto-updating lightweight collectors with secure TLS log forwarding and cloud API connectors.
Log Management & Archive (PM/LM)	Flexible storage capabilities to maintain specified retention for hot search and cold storage in long term search and storage	Cloud hosted flexible storage removes requirement for local data storage management and hardware maintenance

1.3 Identification of Functional & Operational Licensing Changes

When transitioning to the cloud deployment model, the following architectural and licensing updates apply:

1. **Metric Transition (Nodes/Devices vs. Volume/Users):** On-premises licensing based on Messages per Second and System Monitor agent licenses shifts to daily volume (GB/day) for log ingestion and behavioral analytics (UEBA).

2. **Add-on Features Included in Base SaaS:** High availability (HA), disaster recovery (DR), search indexing infrastructure, and backend platform maintenance are natively integrated into the base NS-FUSION-US-S SaaS subscription fee.

3. **Direct Cloud API Connectors:** Native cloud-to-cloud integrations (e.g., AWS CloudTrail, Microsoft 365, Google Workspace, Azure AD) are ingested directly via cloud service connectors without requiring dedicated local proxy infrastructure.

1.4 Recommended Cloud Storage, Data Lake, and Retention Sizing

- **Ingestion Sizing Recommendation:** Sized for peak daily volume + 25% annual growth buffer under NS-FUSION-US-S (e.g., 250 GB/day daily average with burst headroom allowance).
- **Active Hot Search Retention:** 365 Days of instant, 30 days of which are automatically included, indexed query capability (supported by ADDON-LT-SEARCH-US-S for extended hot search windows).
- **Cold Archive Retention:** Compliant long-term cloud storage retention (ADDON-LT-STORAGE-US-S) to satisfy regulatory mandates (PCI-DSS, HIPAA, SOC 2, ISO 27001). Sold in year 2 and 3 as not needed during year 1.

2. Professional Services

2.1 Scope of Professional Services Migration Support

To ensure a turnkey, low-risk transition from the legacy LogRhythm infrastructure to the Exabeam New Scale platform, Professional Services are delivered via the standardized deployment SKU:

- **Standard Deployment SKU Reference:** EXA-DEPLOY-STANDARD
- **Project Governance & Architecture Design:** 10-day project with dedicated Security Architect and Implementation Engineer leading kickoff, architecture design, networking/firewall review, and project milestone management.
- **Environment Assessment & Audit:** Evaluation of legacy LogRhythm on-prem components (Platform Manager, Data Processor, Data Indexer, System Monitors) to baseline current data feeds and correlation rule sets.

2.2 Content Migration & Rule Validation

- **Log Source & Collector Migration:** Re-mapping on-premises Syslog, WEF, database, and flat-file feeds to Cloud Edge Collectors or native API integrations under EXA-DEPLOY-STANDARD.
- **Rule & Alarm Translation:** Auditing active AI Engine (AIE) rules and translating essential custom correlation logic into New Scale correlation rules and UEBA behavioral threat models.
- **Dashboards, Reports, & Case Management:** Recreating key executive dashboards, compliance reporting templates, and incident response workflows within the cloud platform workspace.
- **Data Validation:** Verifying end-to-end log stream normalization, field parsing accuracy, and alarm trigger fidelity.

2.3 Cutover, Testing, & Post-Migration Stabilization

- **Parallel Run & User Acceptance Testing (UAT):** Executing a dual-ingestion window (14 to 30 days) to compare log collection, alert fidelity, and operational analyst workflows.
- **Cutover Execution:** Controlled transition of primary SOC operational monitoring from legacy LogRhythm on-prem to the New Scale platform.
- **Post-Migration Stabilization & Hypercare:** Dedicated post-cutover operational support from Professional Services engineers under EXA-DEPLOY-STANDARD to fine-tune correlation rules and optimize platform performance.

3. Training & Educational Pathways

3.1 Recommended Administrator & Analyst Training Pathways

To maximize SOC productivity and operational readiness, education and certification programs are provided through the standardized annual training SKU:

- **Training Subscription SKU Reference:** TRAINING-SUBSCRIPTION
    - **Cloud Platform Administrator Path:** *Focus:* User access management (RBAC), cloud collector configuration, custom parser creation, ingestion health monitoring, and system administration.
    - *Format:* Virtual Instructor-Led Training (VILT) + Hands-on Lab Environment.
    - **Security Analyst & Threat Hunter Path:** *Focus:* Navigation, modern search syntax, investigation workflows, threat center triage, behavioral anomaly interpretation, and automated case management.
    - *Format:* Self-Paced On-Demand (SPOD) learning modules and role-based certification pathways.

3.2 Platform Delta & Operational Workflow Training

Training specifically bridges the operational gap between legacy LogRhythm on-premises workflows and the Exabeam New Scale interface:

- **Administration & System Health:** Transitioning from LogRhythm Deployment Manager / System Monitor Management to Cloud Admin Portal and Central Collector Health Monitoring.
- **Search & Data Exploration:** Shifting from LogRhythm Client Console / Lucene / Web Console queries to high-speed New Scale search syntax and natural language threat hunting.
- **Investigation & Behavioral Analytics:** Shifting from traditional static alarm lists to risk-scored user timelines, threat behavior timelines, and automated asset profiling.
- **Reporting & Compliance:** Utilizing cloud-native compliance templates (NIST, PCI-DSS, ISO 27001) and scheduling dynamic automated report distribution.
- Detailed course catalogs, scheduling, and certification pathways can be accessed via Exabeam Education and Training

Product summary - THREE (3) year term

QTY	SKU	Term	Description	Unit Price	Extended Price
350GB	NS-FUSION-US-S	*10/30/2026-10/29/2029	New Scale FUSION Subscription - United States		
117TB	ADDON-LT-SEARCH-US-S	*10/30/2026-10/29/2029	Long Term Search Add-On TB - United States		
1	TRAINING-SUBSCRIPTION	*10/30/2026-10/29/2029	Training Subscription		
1	EXA-DEPLOY-STANDARD	*10/30/2026-10/29/2029	Exabeam Deployment - Standard		
***Term dates are subject to change**					
			TOTAL:		

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 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

Contractor shall accept 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.)